

Onyx *Legal* Consultancy FZE LLC

Sharjah Publishing City Free Zone · Licence 4429851.01

N O T I C E

Client Onboarding,
Anti-Money Laundering, Sanctions
and Source of Funds Notice

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1. Purpose and Scope

- 1.1 This Notice sets out the terms on which Onyx Legal Consultancy FZE LLC (the **Firm**) accepts instructions, opens client files and receives fees, advances and other payments permitted under this Notice.
- 1.2 This Notice applies to:
- (a) each prospective client of the Firm;
 - (b) each Client of the Firm; and
 - (c) each person acting, or purporting to act, on behalf of a Client.
- 1.3 This Notice is read together with the documents identified in paragraph 13. Where the Firm has entered into an Engagement Letter with a Client, the Engagement Letter shall govern the matter to which it relates save where Applicable Law requires otherwise.
- 1.4 Nothing in this Notice constitutes legal advice, the formation of a lawyer-client relationship, or an undertaking by the Firm to accept any engagement.

2. Definitions

- 2.1 In this Notice, unless the context otherwise requires:

“ AML Law ”	means Federal Decree by Law No. (10) of 2025 Regarding Anti-Money Laundering, and Combating the Financing of Terrorism and Proliferation Financing, together with Cabinet Resolution No. (134) of 2025 issuing its Executive Regulations, in each case as amended or replaced from time to time;
“ Applicable Law ”	means each law, regulation, decree, resolution, free-zone rule and binding regulatory direction that applies to the Firm in the United Arab Emirates;
“ Beneficial Owner ”	has the meaning given to that term in the AML Law;
“ Client ”	means a person who has engaged the Firm under an Engagement Letter;
“ Code of Ethics ”	means Cabinet Resolution No. 9 of 2025 (Code of Ethics for the Legal Profession and Legal Consultation Profession);
“ Engagement Letter ”	means a written engagement agreement signed by a Client and the Firm;
“ Firm ”	means Onyx Legal Consultancy FZE LLC;
“ Notice ”	means this Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice;
“ PEP ”	means a politically exposed person within the meaning given to that term in the AML Law;
“ Sanctions ”	means the targeted financial sanctions arising under (i) the UAE Local Terrorist List maintained pursuant to Cabinet Decision No. 74 of 2020, (ii) the Consolidated United Nations Security Council Sanctions List, and (iii) any other sanctions regime that the Firm is required by Applicable Law to apply, in each case as published or updated by, or under the coordination of, the Executive Office for Control and Non-Proliferation of the United Arab Emirates;
“ SPCFZ ”	means the Sharjah Publishing City Free Zone Authority.

- 2.2 References to a statute, regulation or other instrument are to that statute, regulation or instrument as amended, replaced or supplemented from time to time.
- 2.3 Headings are for convenience only and do not affect the construction of this Notice.

3. Status of the Firm

- 3.1 The Firm is a legal consultancy firm licensed by SPCFZ under licence number 4429851.01 with registered offices at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates.
- 3.2 The Firm is registered for United Arab Emirates Corporate Tax under tax registration number 105454010700001. The Firm is not, as at the effective date of this Notice, registered for Value Added Tax. Where the Firm becomes liable to charge Value Added Tax, invoices issued by the Firm shall reflect that liability and disclose the relevant registration number.
- 3.3 In addition to the licence referred to in paragraph 3.1, the Firm holds:
- (a) registration on Part I of the Register of Legal Practitioners of the Courts of the Dubai International Financial Centre, by virtue of which the Firm is authorised to issue and conduct proceedings before those Courts; oral advocacy before those Courts requires registration on Part II of that Register in the name of an individual practitioner, which the Firm does not hold in its own name; and
 - (b) registered-user access to the eCourts platform of the Courts of the Abu Dhabi Global Market for the electronic filing and case-management of proceedings, where the Firm is lawfully entitled to act or acts through appropriately authorised counsel. Such access is not a licence issued by the Registration Authority of the Abu Dhabi Global Market to provide legal services in or from that Market as a controlled activity, and is not, of itself, a right of audience. Any right of audience before those Courts is conferred and regulated in accordance with the ADGM Court Procedure Rules 2016 and is held only to the extent that a qualifying individual practitioner holds it under those rules.
- 3.4 Subject to paragraph 3.3, the Firm does not hold, and does not represent that it holds:
- (a) registration as an advocate or legal consultant with the Ministry of Justice of the United Arab Emirates; or
 - (b) a licence issued by the Department of Legal Affairs of the Government of Dubai.
- 3.5 Activities reserved by Applicable Law to a person holding any registration or authorisation not held by the Firm are conducted by the Firm only where lawfully permitted and, where the Firm does not itself hold the requisite registration or authorisation, through appropriately authorised external counsel.
- 3.6 In its conduct of any matter before, or in connection with, the Courts referred to in paragraph 3.3, the Firm and each person acting on the Firm's behalf are subject to the procedural rules, practice directions and orders of those Courts and to the conduct duties applicable to legal practitioners appearing before them.

4. Engagement Preconditions

- 4.1 The Firm is not obliged to commence substantive work in respect of any matter until:
- (a) the Firm has completed its conflict-of-interest checks in respect of the matter;
 - (b) the Firm has completed the customer due diligence measures required under paragraph 5 in respect of the matter;
 - (c) an Engagement Letter has been agreed and signed by the Client and the Firm; and

(d) any advance required under the Engagement Letter has been received in cleared funds.

4.2 The receipt by the Firm of an advance shall not, of itself, constitute the commencement of an engagement or commit the Firm to accept the matter.

4.3 The Firm reserves the right to decline any matter, in whole or in part, subject to Applicable Law.

4.4 Notwithstanding paragraph 4.1, the Firm may agree to take an urgent protective step in respect of a prospective matter before the matters in paragraph 4.1 are complete, but only on the Firm's separate written authorisation. Any such step is undertaken on that separate basis only, does not of itself constitute the commencement of an engagement, and remains subject to Applicable Law and to the Firm's rights under paragraph 4.3 to decline, and otherwise to suspend or stop, work.

5. Customer Due Diligence

5.1 The Firm is classified as a Designated Non-Financial Business or Profession within the meaning of the AML Law by reason of its legal-consultancy, corporate-services and company-formation support activities, and applies customer due diligence measures consistent with that classification. The Firm applies customer due diligence and screening to all clients and matters as a matter of risk control, and applies the specific obligations of the AML Law as and to the extent they are triggered by the relevant activity.

5.2 The Firm may, in respect of any Client and any matter, require:

(a) the full legal name, nationality, date of birth, residential and business address, occupation or business activity, contact details and, where relevant, country of tax residence of each principal, authorised signatory, director, partner, trustee, beneficial owner or other natural person necessary to identify the Client, together with government-issued identification (such as a passport or Emirates ID) bearing a verifiable identification number;

(b) verification of address and contact details by such means as the Firm considers appropriate;

(c) where the Client is a body corporate, partnership, trust, foundation or other arrangement, the trade licence, memorandum or articles of association, register of members, register of beneficial owners, certificate of good standing or incumbency and, where the structure is layered or includes nominees, an organisational chart sufficient to identify each natural person at the end of the structure and any person exercising control through nominee, trust, voting or similar arrangement;

(d) information sufficient to assess whether any person involved in the matter is a PEP;

(e) information describing the nature and purpose of the matter and of the business relationship contemplated with the Firm;

(f) information required for invoicing and the receipt of payment; and

(g) such other information or documentation as the Firm considers necessary for the matter.

5.3 Enhanced due diligence shall apply to a matter that the Firm assesses as high risk, including (without limitation) a matter involving a PEP, a higher-risk jurisdiction, a complex ownership structure or an unusually high value.

5.4 The Firm may require the Client to provide refreshed customer due diligence information at any time during a matter.

6. Beneficial Ownership and Authority to Instruct

- 6.1 In respect of every Client that is not a natural person, the Firm shall identify and verify the Beneficial Owner or Beneficial Owners of the Client.
- 6.2 Where no natural person can be identified as exercising ultimate ownership or control of the Client through the ordinary criteria of the AML Law, the Firm shall identify and verify the natural person who holds the position of senior managing official of the Client or who otherwise exercises ultimate effective control. The Firm may, in respect of trusts, foundations, nominee and similar arrangements, also require the identification of settlors, founders, trustees, council members, protectors, beneficiaries (or classes of beneficiaries), nominees and other controllers as relevant to the matter.
- 6.3 The Client shall provide such documentation as the Firm requires to evidence the authority of any person purporting to instruct the Firm on the Client's behalf, including (where applicable) a board resolution, power of attorney, signatory specimen or extract of registered authorities.
- 6.4 The Firm may decline to act on an instruction in respect of which authority has not been satisfactorily evidenced.

7. Sanctions Screening

- 7.1 The Firm shall screen, against the Sanctions lists from time to time applicable, each:
- (a) Client;
 - (b) Beneficial Owner of a Client;
 - (c) person purporting to act, or acting, on behalf of a Client;
 - (d) counterparty to a matter; and
 - (e) third-party payer, payment beneficiary, instructing intermediary or other person connected with the matter that the Firm considers it appropriate to screen.
- 7.2 Screening shall be conducted on accepting a matter, on each update to a Sanctions list, on any change to a counterparty or matter-connected person during a matter, before processing any material payment, and at such other times as the Firm considers necessary.
- 7.3 Where a match is identified, whether full, partial or apparent, the Firm shall take such steps as Applicable Law requires, which (without limitation, and as the law and the facts permit) may include:
- (a) declining to enter into, or to continue, a business relationship;
 - (b) declining to receive, to process or to accept a payment;
 - (c) suspending work on the matter;
 - (d) freezing, without delay and without prior notice, any funds or assets in the Firm's possession or control that are subject to the Sanctions;
 - (e) submitting any report required of the Firm to a competent authority; and
 - (f) returning a payment, but only where return is lawful and not prohibited by Sanctions, Applicable Law, an order of a competent authority or the rules of a relevant Sanctions regime.
- 7.4 Where Applicable Law requires the Firm to act under paragraph 7.3 without prior notice, the Firm shall do so, and shall not be required to provide a reason that Applicable Law restricts the Firm from giving.
- 7.5 The Firm does not disclose the methods, tools, list combinations, thresholds or scoring by which Sanctions screening is conducted.

8. Source of Funds and Source of Wealth

- 8.1 The Firm shall verify, to its reasonable satisfaction, the source of funds to be applied to a matter before accepting or applying those funds.
- 8.2 Where the Firm considers it necessary having regard to the matter, its value, the parties involved or any risk factor identified by the Firm, the Firm may also require evidence of the source of the Client's wealth.
- 8.3 The Firm may decline to receive, to hold or to apply funds the source of which has not been verified to the Firm's reasonable satisfaction.

9. Payment Integrity

- 9.1 Payments to the Firm shall be made only:
- (a) from a bank account held in the name of the Client; or
 - (b) from a bank account of a person whom the Firm has accepted in writing as an authorised payer in respect of the matter.
- 9.2 An authorised payer shall itself be identified and screened to the standards set out in this Notice. Acceptance of payment from an authorised payer does not constitute the acceptance of that payer as a Client of the Firm, and confers on that payer no rights under the Engagement Letter to which the matter relates.
- 9.3 The Firm may decline to receive a payment from any account other than one referred to in paragraph 9.1, may decline to apply such a payment to a matter, and may return such a payment subject to paragraph 7.3(f).
- 9.4 Bank account details (including those of the Firm) shall not be regarded as confirmed, amended, replaced or substituted by reason of an email, an instant message, or any other electronic message alone. The verification standard set out in the Communications, Cybersecurity and Payment Security Notice shall apply to every change in bank account details and to every payment of material value.

10. Confidentiality and Disclosure

- 10.1 The Firm and each person acting under the Firm's authority shall preserve the confidentiality of information received from a Client and of the Client's matter, consistent with the duties imposed by the Code of Ethics.
- 10.2 Where, under Applicable Law, legal professional privilege or professional secrecy attaches to a communication or document, the Firm shall preserve that privilege or secrecy to the extent permitted by Applicable Law. Privilege and professional secrecy do not, of themselves, displace any obligation imposed on the Firm by the AML Law, by Sanctions, by an order of a competent court, tribunal or authority, by tax or procedural law, or by the rules of professional conduct applicable to the Firm.
- 10.3 The duty of confidentiality under paragraph 10.1 is subject to:
- (a) any disclosure required by the AML Law;
 - (b) any disclosure required by Sanctions law or by counter-proliferation-financing law;
 - (c) any disclosure required by an order of a court, tribunal or competent authority;
 - (d) any disclosure required by tax law, by civil procedure law, or by the rules of professional conduct applicable to the Firm; and
 - (e) any other disclosure required or expressly permitted by Applicable Law.

10.4 Where Applicable Law restricts the Firm from disclosing to the Client the fact, content or reason of any matter referred to in this paragraph 10, the Firm may be unable to confirm, deny or explain whether any internal review, report, non-report or disclosure has occurred. This paragraph applies notwithstanding any provision to the contrary in this Notice, in any Engagement Letter or in any other agreement between the Firm and the Client.

11. Reservation of Rights

11.1 The Firm reserves the right, where Applicable Law, professional duty or the Firm's risk controls so require, to:

- (a) decline to act, or to continue acting, in any matter;
- (b) pause, defer or suspend work in any matter;
- (c) decline to receive, to hold, to apply or to return any payment;
- (d) terminate an engagement; and
- (e) take any other step required of the Firm by Applicable Law.

11.2 The Firm may exercise any right in paragraph 11.1 without prior notice to the Client or any other person where Applicable Law so requires.

11.3 The exercise by the Firm of any right under this paragraph 11 does not, of itself, constitute an assessment or finding by the Firm in respect of any Client or any matter.

12. Record-Keeping and Retention

12.1 The Firm shall retain records of customer due diligence, beneficial ownership, authority to instruct, source-of-funds enquiries, Sanctions screening, payment transactions and the matter file generally for a period of not less than five (5) years, calculated from the date that is the latest of: the completion of the transaction; the termination of the business relationship; the conclusion of any related supervisory inspection; the conclusion of any related investigation; and the conclusion of any related judicial proceedings (including any final judicial judgment), as required by Article 25 of Cabinet Resolution No. (134) of 2025.

12.2 Where a longer retention period is required by tax law, by a legal hold, by an active enquiry, by a pending or anticipated claim or defence, or by any other provision of Applicable Law, the Firm shall retain the records concerned for that longer period.

12.3 Any request for deletion, erasure or restriction of personal data held by the Firm is subject to the retention obligations set out in this paragraph 12 and to the disclosure obligations referred to in paragraph 10. The interaction between these obligations and a Client's data rights is set out in the Privacy, Cookies and Data Handling Notice.

13. Cross-References

13.1 This Notice is read together with:

- (a) the Communications, Cybersecurity and Payment Security Notice (OL-POL-02);
- (b) the Privacy, Cookies and Data Handling Notice (OL-POL-03);
- (c) the Fees, Billing, Payment and Billing Integrity Policy (OL-POL-04);
- (d) the Terms of Use, Regulatory Status and Legal Disclaimer (OL-POL-05); and
- (e) the Engagement Letter agreed in respect of each matter.

14. Versioning, Review and Controlling Language

- 14.1 This Notice is identified for filing and reference as document OL-POL-01.
- 14.2 The version and effective date are recorded in the document control block on the title page; the review date is maintained in the Firm's internal document-control register.
- 14.3 The English language text of this Notice is the controlling text. Where an Arabic language version is issued and a discrepancy arises between the two language versions, the Arabic version shall prevail to the extent required by Applicable Law.
- 14.4 The Firm shall review this Notice not later than the review date recorded in the Firm's internal document-control register, and earlier where a change in Applicable Law or in the Firm's circumstances so requires.

15. Contact

- 15.1 General queries about this Notice may be addressed to info@onyxlegal.ae. Specific compliance enquiries arising during a matter shall be raised through the channels established by the Engagement Letter.