

Onyx *Legal* Consultancy FZE LLC

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N O T I C E

Communications, Cybersecurity
and Payment Security Notice

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C O N T E N T S

1.	Purpose and Scope.....	3
2.	Definitions.....	3
3.	Recognised Channels.....	4
4.	Authentication of Communications.....	5
5.	Out-of-Band Verification.....	6
6.	Bank Account Details.....	6
7.	Payment Instructions.....	7
8.	Indicators of Compromise and Reporting.....	7
9.	Reservation of Rights.....	8
10.	Security and Confidentiality of Communications.....	9
11.	Cross-References.....	9
12.	Versioning, Review and Controlling Language.....	9
13.	Contact.....	9

1. Purpose and Scope

- 1.1 This Notice sets out the standards by which Onyx Legal Consultancy FZE LLC (the **Firm**) sends, receives and authenticates Communications and processes payments in connection with a matter, and the protections that apply to those Communications and payments.
- 1.2 This Notice applies to each Client of the Firm, to each person acting or purporting to act on behalf of a Client, and to each person communicating with the Firm in connection with a prospective or continuing matter.
- 1.3 This Notice is read together with the documents identified in paragraph 11. Where an Engagement Letter expressly varies or supplements a provision of this Notice for the purposes of a particular matter, the Engagement Letter shall govern that matter to the extent of the variation or supplement.
- 1.4 Notwithstanding paragraph 1.3, no Engagement Letter shall reduce, modify or exclude any obligation imposed on the Firm by Applicable Law (including any obligation under anti-money-laundering and sanctions law, tax law, the PDPL, the Cybercrime Law, the Electronic Transactions Law, the rules of professional conduct applicable to the Firm, or any procedural rules of a court or tribunal). Any provision of an Engagement Letter purporting to do so shall be ineffective to that extent.
- 1.5 General website contact forms, casual electronic mail enquiries and other public-facing channels operated by the Firm are not intended for the transmission of confidential, sensitive or privileged information. A person who wishes to share such information with the Firm should first establish a Recognised Channel for that purpose under paragraph 3. Information shared through such channels may be less secure, and the Firm does not assume responsibility for the security of information transmitted otherwise than through a Recognised Channel. This paragraph concerns the suitability and security of the channel used; it does not displace any duty of confidentiality, or any obligation in relation to conflicts of interest, that the Firm owes under Applicable Law and applicable professional rules in respect of information received from a prospective or existing client.
- 1.6 Nothing in this Notice constitutes a warranty or guarantee by the Firm that any Communication channel, electronic system or third-party service is, or will remain, free from interception, compromise, fraud or failure. The Firm seeks to manage that risk to a reasonable standard; it does not undertake to eliminate it.

2. Definitions

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

“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;

“Bank Account Details” means any combination of bank account number, IBAN, SWIFT or BIC code, beneficiary name, beneficiary address, intermediary bank, correspondent bank, branch identifier, currency designation, payment link, payment-request URL, QR code, payment-reference number, merchant-payment page identifier or other payment-routing information by reference to which a payment may be addressed;

“Client”	means a person who has engaged the Firm under an Engagement Letter;
“Communication”	means any written, oral, electronic or other message sent between the Firm (or a person acting under the Firm’s authority) and a Client (or a person acting or purporting to act on a Client’s behalf), and includes any attachment, instruction, request, confirmation, advice, statement, invoice or notice contained in such a message;
“Cybercrime Law”	means Federal Decree-Law No. 34 of 2021 On Countering Rumours and Cybercrimes, as amended or replaced from time to time;
“Electronic Transactions Law”	means Federal Decree-Law No. 46 of 2021 Regarding Electronic Transactions and Trust Services, as amended or replaced from time to time;
“Engagement Letter”	means a written engagement agreement signed by a Client and the Firm;
“Firm”	means Onyx Legal Consultancy FZE LLC;
“Material Payment”	means a payment that the Firm, in its reasonable judgement, treats as material having regard to its amount, its purpose, its destination, the parties involved, prior course of dealing, and the risk profile of the matter, and includes (without limitation) any payment that involves new or amended Bank Account Details, any unusual payee or jurisdiction, any unusual urgency, or any deviation from the prior payment arrangements established for the matter;
“Notice”	means this Communications, Cybersecurity and Payment Security Notice;
“Out-of-Band Verification”	means the verification of a Communication, instruction or item of information through a channel that is independent of the channel by which the Communication, instruction or information was originally received, and that uses contact details established and recorded other than from the Communication being verified, including (by way of example) a telephone call to a number recorded in the Engagement Letter, an in-person confirmation, or another independent channel agreed in writing between the Firm and the Client;
“PDPL”	means Federal Decree-Law No. 45 of 2021 Regarding the Protection of Personal Data, as amended or replaced from time to time;
“Personal Data”	has the meaning given to that term in the PDPL;
“Recognised Channel”	means a Communication channel identified in paragraph 3.1 as a channel through which the Firm sends and accepts Communications and material instructions in connection with a matter, it being acknowledged that the identification of a



channel as a Recognised Channel does not, of itself, warrant the security of that channel or relieve any party of the obligation to authenticate and verify Communications under this Notice;

“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.
- 2.4 References in this Notice to a Client extend, where the context permits, to a prospective client of the Firm, to an authorised representative or agent of a Client or prospective client, and to a third-party payer accepted by the Firm in respect of a matter; and the obligations, conditions and reservations applicable to a Client under this Notice apply equally to each such person to the extent of that person’s participation in the Communication or payment concerned.

3. Recognised Channels

- 3.1 The Recognised Channels through which the Firm sends and accepts Communications and material instructions in connection with a matter are:
- (a) electronic mail to and from an address bearing the domain **onyxlegal.ae**, or such other domain as the Firm may from time to time notify in writing, any such domain change being notified through more than one Recognised Channel and reflected on the Firm’s official website and in the Engagement Letter before being relied upon;
 - (b) telephone calls to and from numbers recorded in the Engagement Letter or in a subsequent written notice from the Firm, it being acknowledged (subject to paragraph 4.3) that a telephone call is, as a matter of authentication, a means of verifying a Communication or instruction rather than a means of originating a material instruction;
 - (c) written correspondence sent to or from the Firm’s registered office, or to or from any other address notified in writing by the Firm;
 - (d) meetings in person, whether at the Firm’s offices or at another location agreed in writing between the Firm and the Client;
 - (e) any approved document-sharing portal operated by the Firm, or operated by a service provider expressly engaged by the Firm for the purpose, and to which the Client has been granted access in writing; and
 - (f) any e-filing platform or other channel of a court, tribunal or competent authority used in the conduct of proceedings, but only where the Firm is lawfully entitled to use that channel or is acting through appropriately authorised external counsel.
- 3.2 The following channels are not Recognised Channels for the purposes of this Notice and are not, on their own, a sufficient means by which to give or to receive a material instruction (including a payment instruction or a change to Bank Account Details):
- (a) text message or SMS;
 - (b) WhatsApp, Telegram, Signal, iMessage or any other consumer messaging application;
 - (c) direct messages on a social-media platform;
 - (d) the chat function of a videoconference service or collaboration platform (including Microsoft Teams, Zoom, Google Meet and similar), and any message-thread or comment function attached to a shared document;

- (e) any link, short URL, QR code, payment link or payment-request URL the source or destination of which has not been independently authenticated;
- (f) voicemail; and
- (g) any electronic mail purporting to be from the Firm but sent from a domain other than that referred to in paragraph 3.1(a).

3.3 A material instruction received by the Firm through a channel that is not a Recognised Channel shall be repeated by the instructing party through a Recognised Channel and, in addition, shall be the subject of Out-of-Band Verification before being acted upon. The original message in the non-Recognised Channel does not, of itself, become an actionable instruction by reason only of the supplementary verification.

3.4 Paragraph 3.2 does not prevent the use of those channels for casual or convenience contact. A Client should not, however, rely on any such channel for a material instruction, and the Firm conducts its business through Recognised Channels and not through staff personal email or any non-Onyx domain; a Communication purporting to come from the Firm through any such non-Onyx route shall be regarded as suspect.

4. Authentication of Communications

4.1 Each party to a Communication is responsible for taking reasonable steps to satisfy itself that the Communication is authentic. The Firm uses, and expects each Client to use, such of the following authentication checks as are reasonably available:

- (a) verification that an electronic mail has been sent from the expected sender address and domain, and not from a similar-looking or substituted address or domain;
- (b) verification of any signature block, sender identification, file metadata or other identifying indicia, against prior course of dealing;
- (c) review of the substance of the Communication against the prior course of dealing in the matter, and assessment of any deviation from that course of dealing; and
- (d) application of Out-of-Band Verification where any doubt arises or where this Notice otherwise requires.

4.2 The Firm's standard electronic-mail messages are sent from an address bearing the domain **onyxlegal.ae**. An electronic mail purporting to be from the Firm but bearing any other sender domain shall be regarded as suspect, and the Firm shall be under no obligation to act on it.

4.3 A telephone call is a Recognised Channel for the verification of a Communication or instruction received through another channel. A telephone call alone shall not, however, be sufficient to originate a material instruction, to change Bank Account Details, to waive a deadline or other procedural step, or to alter the scope of an engagement; an originating material instruction shall be issued through a Recognised Channel that creates a contemporaneous written record.

5. Out-of-Band Verification

5.1 Where this Notice requires Out-of-Band Verification, the verifying party shall use a channel that is independent of the channel by which the Communication, instruction or information was originally received, using contact details established and recorded other than from the Communication being verified.

5.2 Out-of-Band Verification is required for, and shall be applied to:

- (a) any change to Bank Account Details, whether of the Firm or of any party making or receiving payment in connection with a matter;

- (b) any Material Payment;
- (c) any instruction conveyed with unusual urgency, secrecy or insistence;
- (d) any instruction that deviates from the prior course of dealing established for the matter or from the Engagement Letter;
- (e) any instruction in respect of which the receiving party has, or ought reasonably to have, doubts as to authenticity; and
- (f) any further matter for which the Engagement Letter or the Firm's reasonable instruction so requires.

5.3 Out-of-Band Verification does not, of itself, transfer responsibility for a Communication or instruction to the verifying party. A party that issues a Communication or instruction remains responsible for it.

5.4 Where a material instruction is verified under this Notice, the supplemented instruction (issued through a Recognised Channel) and a record of the verification (including the channel used, the date and time, the contact details used, the identity of the person reached and the substance of the confirmation) shall be retained in the matter file. The retention of those records is addressed further in the Privacy, Cookies and Data Handling Notice.

6. Bank Account Details

6.1 The Firm's Bank Account Details applicable to a matter are those communicated to the Client in the Engagement Letter or in an invoice duly issued by the Firm in respect of the matter.

6.2 The Firm's Bank Account Details shall not be regarded as changed, amended, replaced or substituted by reason of an electronic mail, an instant message, a voice message, or any other electronic message alone. Any change to the Firm's Bank Account Details requires:

- (a) a written notice signed by the Firm and issued through a Recognised Channel; and
- (b) Out-of-Band Verification by the Client through a Recognised Channel before the changed details are relied upon.

6.3 The Client's Bank Account Details for any payment to be made by the Firm shall be recorded in the Engagement Letter or in a similarly authenticated writing. Any change to the Client's Bank Account Details shall be communicated to the Firm through a Recognised Channel and shall be subject to Out-of-Band Verification by the Firm before the changed details are acted upon.

6.4 Neither the Firm nor the Client is bound by any change to Bank Account Details purportedly communicated otherwise than in accordance with this paragraph 6.

7. Payment Instructions

7.1 The Firm shall verify a Material Payment instruction by Out-of-Band Verification before the Firm processes, executes or authorises that payment, or causes that payment to be processed, executed or authorised.

7.2 Each Client is expected, as a condition of safe payment practice, to apply equivalent Out-of-Band Verification before remitting any payment to the Firm and, in particular, before remitting any payment to Bank Account Details that the Client has not previously used to pay the Firm or that purport to be a change to the Firm's Bank Account Details. The allocation of risk between the Firm and the Client in respect of a payment-fraud loss may turn on whether each party has applied the verification standard set out in this Notice, subject in each case to any consumer-protection and other non-excludable provision of Applicable Law.

7.3 An instruction received through a channel that is not a Recognised Channel is not, on its own, a sufficient instruction to make, to authorise, to release or to redirect a payment, and shall be supplemented in the manner required by paragraph 3.3.

7.4 The Firm may decline to process, to release or to apply any payment in respect of which the verification required by this Notice has not been satisfactorily completed.

8. Indicators of Compromise and Reporting

8.1 Each party undertakes to attend, in the reasonable conduct of Communications relating to a matter, to indicators that a Communication or instruction may be compromised, fraudulent or otherwise not authentic, including (without limitation):

- (a) unexpected urgency, secrecy or insistence;
- (b) a change of Bank Account Details, payee, payment route or beneficiary, or altered Bank Account Details appearing in an attachment;
- (c) a request to deviate from agreed procedure, to bypass the Engagement Letter, to circumvent verification, or to act without the knowledge of another person whose authority would ordinarily be required;
- (d) a mismatch between the sender display name and the sender address or domain, an unfamiliar sender address, a substituted or look-alike domain, or other anomalous sender indicia;
- (e) an instruction or request that does not correspond to prior course of dealing in the matter;
- (f) an attachment, hyperlink, QR code, payment link or short URL that the recipient has not been led to expect, or that originates from an unverified source; an amended invoice or other payment-related document received outside the ordinary course; or a request to install software or to grant remote access to a device;
- (g) a request to share a one-time password, passcode, multi-factor authentication code, recovery code or similar credential;
- (h) pressure to maintain secrecy from a director, partner, manager, banker, counsel, accountant, auditor, family member or other person whose involvement would ordinarily be expected; and
- (i) any other circumstance that, on its face, gives reasonable cause to suspect compromise, fraud or impersonation.

8.2 Each party shall report to the other, without undue delay and through a Recognised Channel, any actual or reasonably suspected compromise, fraudulent communication, impersonation, redirected payment, lost or stolen device used for Communications, or other security event affecting a Communication or a payment in connection with a matter. A report by the Client to the Firm may be made to **info@onyxlegal.ae** or by telephone to a number recorded in the Engagement Letter.

8.3 Prompt reporting under paragraph 8.2 is essential to enable mitigating action. Neither prompt reporting nor any other step taken by the Firm shall, however, constitute a guarantee that a fraudulent or erroneous payment will be recovered, reversed or recalled, or that a security event will be contained. Recovery in such cases is subject to the rules and timing of the payment service providers and competent authorities involved.

9. Reservation of Rights

9.1 Where the Firm reasonably suspects compromise, fraud, impersonation, sanctions risk, or any other security event affecting a Communication or a payment, or where the verification required by this Notice has not been satisfactorily completed, the Firm reserves the right to:

- (a) decline to act on a Communication or instruction;
 - (b) suspend or defer the processing or release of any payment;
 - (c) withhold the application of any payment received, pending the completion of verification or the resolution of the suspected event, and (where Sanctions or other Applicable Law so require) freeze any funds or assets in the Firm's possession or control in accordance with the procedure set out in the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice; the Firm does not, by reason of paragraph 9.1, offer or operate any client-money, escrow or custody service;
 - (d) require further verification or further documentation;
 - (e) notify, to the extent permitted or required by Applicable Law, a competent authority, a payment service provider, the Firm's professional indemnity insurer, or a Client's lawful counsel, accountant or other professional adviser, or to make any disclosure required for the prevention or recovery of fraud or for compliance with a court order or regulatory direction; and
 - (f) suspend or terminate the engagement.
- 9.2 The Firm may exercise any right under paragraph 9.1 without prior notice to the Client or to any other person where Applicable Law so requires, or where prior notice would, in the Firm's reasonable judgement, prejudice the protection of the matter, the funds, the parties or the lawful interests of any person.
- 9.3 The exercise by the Firm of any right under this paragraph 9 does not, of itself, constitute an assessment or finding by the Firm in respect of any Client or any matter.

10. Security and Confidentiality of Communications

- 10.1 The Firm shall implement and maintain technical and organisational measures appropriate to its activities and to the sensitivity of the Communications and Personal Data that it processes, consistent with Article 20 of the PDPL, the Cybercrime Law, the Electronic Transactions Law and other Applicable Law. Such measures may include access controls, authentication controls, encryption of certain data in transit or at rest, monitoring of relevant systems, business-continuity arrangements and the training of personnel.
- 10.2 The Firm does not, and cannot, warrant the security of any Communication channel, electronic system, third-party messaging service, postal service or telephony network. The use of any Communication channel involves a residual risk of interception, compromise, failure, delay, loss, alteration or fraud. The Firm seeks to manage that risk; it does not undertake to eliminate it. Nothing in this paragraph 10.2 excludes or limits any obligation imposed on the Firm by Applicable Law that cannot be excluded or limited, including any statutory data-security duty.
- 10.3 The Firm may, subject to Applicable Law, retain records of Communications and of related metadata (including call logs, electronic-mail headers, system access logs and document-sharing portal audit trails) for the purposes of authentication, security investigation, compliance and the conduct of matters. The lawful bases and retention periods applicable to those records are addressed further in the Privacy, Cookies and Data Handling Notice.
- 10.4 Where the Firm becomes aware of a personal data breach or other security event in respect of which notification is required by Applicable Law, the Firm shall make the notifications required by Applicable Law and shall inform affected Clients to the extent that Applicable Law requires or permits.

11. Cross-References

11.1 This Notice is read together with:

- (a) the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice (OL-POL-01);
- (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.

12. Versioning, Review and Controlling Language

12.1 This Notice is identified for filing and reference as document OL-POL-02.

12.2 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.

12.3 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.

12.4 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.

13. Contact

13.1 General queries about this Notice may be addressed to info@onyxlegal.ae. A report under paragraph 8.2 (indicators of compromise, fraud or other security event) may also be made to that address or by telephone to a number recorded in the Engagement Letter, and should be made without undue delay.