

Onyx *Legal* Consultancy FZE LLC

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P O L I C Y

Fees, Billing, Payment and Billing Integrity Policy

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1. Purpose and Scope

- 1.1 This Policy sets out the standards by which Onyx Legal Consultancy FZE LLC (the **Firm**) agrees, records, invoices and collects its Fees, accepts and applies advance payments, and addresses queries and disputes in respect of Fees and Disbursements.
- 1.2 This Policy applies to each Client of the Firm, to each person acting or purporting to act on behalf of a Client, and to each third-party payer accepted by the Firm in respect of a matter under paragraph 9 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice.
- 1.3 This Policy is read together with the documents identified in paragraph 15. Where an Engagement Letter expressly varies or supplements a provision of this Policy for the purposes of a particular matter, the Engagement Letter shall govern that matter to the extent of the variation or supplement, save that no Engagement Letter shall reduce, modify or exclude any obligation imposed on the Firm by Applicable Law that cannot be reduced, modified or excluded.
- 1.4 Nothing in this Policy constitutes an offer of legal-consultancy services on terms other than those set out in an Engagement Letter agreed in respect of a particular matter, and nothing in this Policy creates a Client relationship between the Firm and any person.

2. Definitions

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

“AED”	means the lawful currency of the United Arab Emirates;
“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, including each Tax Law;
“Bank Account Details”	has the meaning given to that term in paragraph 2 of the Communications, Cybersecurity and Payment Security Notice;
“Client”	means a person who has engaged the Firm under an Engagement Letter;
“Disbursements”	means third-party costs, charges, fees, expenses, taxes and levies paid or payable by, or invoiced to, the Firm in connection with a matter and on-charged to the Client, including (without limitation) court and tribunal fees, regulator and registry fees, the fees of foreign-qualified counsel, the fees of expert witnesses and other professional advisers engaged in connection with a matter, third-party translation and notarisisation fees (the Firm not itself performing notarisisation or official legal translation as a Firm service), courier, travel and reasonable out-of-pocket expenses, and any tax or levy charged to the Firm by a supplier of such items;
“Engagement Letter”	means a written engagement agreement signed by a Client and the Firm, including any schedule, appendix or amendment to it;
“Fee Arrangement”	means the basis on which the Firm’s Fees for a matter are agreed under paragraph 4;

“Fees”	means the Firm’s professional fees for legal-consultancy services rendered or to be rendered in connection with a matter, exclusive of Disbursements and Taxes save where the context requires otherwise;
“Firm”	means Onyx Legal Consultancy FZE LLC;
“Funds on Account”	means amounts received by the Firm from a Client (or from a third-party payer in respect of a Client’s matter) in advance of the issue of an Invoice in respect of which those amounts are to be applied, received by the Firm on the basis set out in paragraph 10;
“Invoice”	means a written request for payment issued by the Firm in respect of Fees and/or Disbursements and/or Taxes, in such form as the Firm uses for the matter and as Applicable Law (including Tax Law) requires; an Invoice does not, by reason only of its issue, constitute a Tax Invoice;
“Late Payment Charge”	means the charge applied under paragraph 11 in respect of an Invoice not paid by its due date;
“Policy”	means this Fees, Billing, Payment and Billing Integrity Policy;
“SPCFZ”	means the Sharjah Publishing City Free Zone Authority;
“Tax Invoice”	means a tax invoice issued by a person registered for value-added tax in the United Arab Emirates, containing the particulars required by the law from time to time imposing value-added tax in the United Arab Emirates; as at the effective date of this Policy, the Firm is not registered for value-added tax and does not, accordingly, issue Tax Invoices;
“Tax Law”	means each law, regulation and binding tax direction applicable to the Firm in respect of tax, including (without limitation) the Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses, the Federal Tax Procedures Law and any law from time to time imposing value-added tax in the United Arab Emirates;
“Taxes”	means each tax, levy, duty, charge or impost (other than Disbursements) chargeable in respect of a matter or in respect of an Invoice, including any value-added tax payable on the Firm’s Fees or on Disbursements;
“TRN”	means the Tax Registration Number issued to the Firm by the UAE Federal Tax Authority for the purposes of the Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses; the Firm’s TRN is 105454010700001 and appears on each Invoice issued by the Firm. The Firm’s TRN is a registration for Corporate Tax purposes and is not a registration for value-added tax;

- 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 References to a sum of money are to that sum exclusive of Disbursements and Taxes, save where the context requires otherwise.
- 2.4 Headings are for convenience only and do not affect the construction of this Policy.

3. Engagement Letter as Controlling Document

- 3.1 For each matter, the Engagement Letter signed by the Client and the Firm is the primary document recording the Fee Arrangement, the rates (where applicable), the scope of services, the anticipated Disbursements and Taxes, the payment terms, and any variation of, or supplement to, this Policy that the parties have agreed for that matter.
- 3.2 Where the Engagement Letter is silent on a matter addressed in this Policy, this Policy applies. Where the Engagement Letter expressly varies or supplements a provision of this Policy, the Engagement Letter governs that matter to the extent of the variation or supplement, subject to paragraph 1.3.
- 3.3 The Firm shall not commence work on a matter, save in the limited circumstances permitted by paragraph 4 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice, until an Engagement Letter has been signed by the Client and the Firm and the matters required by that paragraph have been completed.

4. Fee Arrangements

- 4.1 The Firm offers Fee Arrangements on the following bases, and the basis applicable to a particular matter is recorded in the Engagement Letter for that matter:
- (a) **Time-based Fees:** calculated by reference to the time spent on the matter by personnel of the Firm at the hourly rates recorded in the Engagement Letter, with time recorded in six-minute units (or such other units as the Engagement Letter records);
 - (b) **Fixed Fees:** a single agreed amount for the matter or for a defined scope of work within the matter, as recorded in the Engagement Letter;
 - (c) **Capped Fees:** Time-based Fees up to an agreed maximum (the cap), with any work beyond that cap, and the treatment of Disbursements and Taxes in relation to the cap, addressed in the Engagement Letter;
 - (d) **Blended Fees:** a combination of any of the foregoing bases, as recorded in the Engagement Letter; and
 - (e) **Retainer Fees:** a periodic charge for the availability of the Firm to provide services in accordance with the Engagement Letter, separately from or in addition to charges for individual matters.
- 4.2 The Firm does not, as standard practice, accept engagements on the basis of a contingency fee, conditional fee or other Fee Arrangement that depends solely or principally on the outcome of a matter or that consists of a share of any sum recovered. The Firm may, in a particular case and where Applicable Law and the rules of professional conduct applicable to the Firm permit, agree to a different Fee Arrangement in the Engagement Letter, subject to any condition required by Applicable Law.
- 4.3 Hourly rates and other rate information recorded in the Engagement Letter may be reviewed by the Firm from time to time and, where the Engagement Letter so permits, may be amended by the Firm on prior written notice to the Client.

5. Estimates, Budgets and Caps

- 5.1 Unless expressly stated to be a Fixed Fee or a Capped Fee, an estimate or budget given by the Firm in respect of Fees or Disbursements for a matter or for a stage of a matter is given on a reasonable basis and represents the Firm's good-faith assessment as at the date of the estimate or budget. Such an estimate or

budget is not, however, a quotation, an offer to perform the work at the estimated amount, or a binding limit on the Fees or Disbursements that may be charged.

- 5.2 Where, in the conduct of a matter, the Firm reasonably forms the view that an estimate or budget previously communicated to the Client is likely to be materially exceeded, the Firm shall, in advance of the material exceedance wherever reasonably practicable, inform the Client and discuss the implications (including any revision of the scope of services or the Fee Arrangement). Where advance notice is not reasonably practicable in a particular case, the Firm shall record on the matter file the reason for that, and shall inform the Client as soon as reasonably practicable thereafter.
- 5.3 Where a Capped Fee or a Fixed Fee has been agreed, the Engagement Letter shall record whether that amount is inclusive or exclusive of Disbursements and Taxes, the scope of work to which it applies, and the consequences of any deviation from that scope.

6. Disbursements

- 6.1 Disbursements are charged to the Client at the amount paid or payable by the Firm to the relevant third party and, where the Firm has been charged a tax or levy by that third party, at the amount inclusive of that tax or levy. The Firm does not, in the ordinary course, apply a margin or mark-up to Disbursements.
- 6.2 The Firm may require a Client to fund anticipated Disbursements in advance, in particular where the Disbursement is substantial, where the Firm is required by a third party to pay or pre-pay before incurring the Disbursement, or where the Disbursement is non-refundable. Where Disbursements are funded in advance, paragraph 10 applies to those amounts.
- 6.3 Disbursements may be charged on a separate Invoice or on the same Invoice as the Fees to which they relate, as recorded in the Engagement Letter.

7. Taxes

- 7.1 As at the effective date of this Policy, the Firm is not registered for value-added tax (VAT) in the United Arab Emirates, and the Firm's Fees are not, accordingly, subject to VAT charged by the Firm. An Invoice issued by the Firm is not, while the Firm is not VAT-registered, a Tax Invoice. Where the Firm becomes liable to register for, or to charge, VAT under Applicable Law, this Policy and each affected Engagement Letter shall be updated accordingly, the Firm shall, from the effective date of registration, issue Tax Invoices in the form required by Applicable Law, and VAT charged in accordance with Applicable Law shall be payable by the Client in addition to the Fees.
- 7.2 Disbursements may carry VAT or other tax charged to the Firm by the relevant supplier. That tax forms part of the Disbursement as charged to the Client under paragraph 6.1; it is not VAT charged by the Firm on the Firm's own supply and shall not be characterised as such on any Invoice.
- 7.3 The Firm is registered with the UAE Federal Tax Authority for the purposes of the Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses, and holds the TRN identified in paragraph 2.1. The TRN is a Corporate Tax registration and is not a VAT registration.
- 7.4 Any withholding tax, deduction or other levy that is, or becomes, payable in the Client's jurisdiction in respect of a payment to the Firm is the responsibility of the Client. Save where Applicable Law otherwise requires, a payment to the Firm shall be made without deduction or withholding, and the gross amount of the relevant Invoice shall be remitted to the Firm.

8. Invoicing

- 8.1 Invoices are issued at the intervals recorded in the Engagement Letter, which (in the absence of contrary provision) shall be monthly for Time-based Fees, at agreed milestones for Fixed Fees and Capped Fees, periodically for Retainer Fees, and as and when incurred or required to be funded for Disbursements.
- 8.2 An Invoice issued by the Firm shall identify:
- (a) the Firm and the Client to whom the Invoice is addressed;
 - (b) the matter to which the Invoice relates and the period of services covered;
 - (c) an Invoice number and the date of issue;
 - (d) a description of the services rendered and Disbursements incurred, sufficient to enable the Client to identify the work to which the Invoice relates;
 - (e) the Fees, Disbursements and Taxes charged, and the total amount payable;
 - (f) the Firm's Bank Account Details and the date by which payment is due; and
 - (g) the Firm's TRN and such other particulars as Applicable Law requires.
- 8.3 An Invoice is a record for the purposes of Tax Law and shall be retained by the Firm and made available to the Client to the extent that Applicable Law requires. An Invoice does not constitute a Tax Invoice for VAT purposes unless the Firm is registered for VAT and the Invoice is issued in the form of a Tax Invoice. The Firm may issue Invoices in electronic form and shall, on reasonable request, provide a copy in such other form as the Client reasonably requires for the purposes of its own records.
- 8.4 The Bank Account Details printed on an Invoice are the Firm's authoritative Bank Account Details for that Invoice. Any change to the Firm's Bank Account Details is subject to paragraph 6 of the Communications, Cybersecurity and Payment Security Notice, including the requirement of Out-of-Band Verification before a changed instruction is acted upon.

9. Payment Terms

- 9.1 The currency for the Firm's Fees, Disbursements and Taxes is AED, save where the Engagement Letter records a different currency for a particular matter. Where a different currency is agreed, the Firm may, in the Engagement Letter, address the exchange rate at which Disbursements incurred in a different currency are charged and the treatment of foreign-exchange variation.
- 9.2 Payment of an Invoice is due within fourteen (14) days after the date of issue of the Invoice, save where the Engagement Letter records a different period for the matter.
- 9.3 Payment shall be made by bank transfer to the Bank Account Details printed on the Invoice. The Firm does not, in the ordinary course, accept payment in cash for Fees. The Firm does not accept payment in cryptocurrency, stablecoins or other virtual assets, or in any other non-fiat instrument.
- 9.4 Payment of an Invoice by a third-party payer is permitted only where the Firm has accepted that third-party payer in accordance with paragraph 9 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice. The Firm shall, wherever reasonably practicable, complete its acceptance of a third-party payer before receiving funds from that third-party payer. A payment received from a third party that has not been accepted by the Firm under that paragraph (i) does not, of itself, discharge the Client's liability to the Firm and (ii) may be returned, suspended, frozen, or otherwise handled by the Firm in such manner as Applicable Law and the Firm's reasonable assessment require; the Firm does not undertake automatically to return any such payment.

10. Funds on Account

- 10.1 The Firm may require a Client to provide Funds on Account before commencing work on a matter, before continuing work at any stage of a matter, or before incurring a substantial Disbursement, in such amount as the Engagement Letter records or as the Firm reasonably notifies in writing.
- 10.2 Funds on Account are received by the Firm as a commercial advance payment to be applied against Fees, Disbursements and Taxes in connection with the matter, and are not held by the Firm on trust, in escrow, in a client account, or as a fiduciary for the Client. The Firm does not offer, and does not operate, a client-money, escrow or custody service.
- 10.3 The Firm shall apply Funds on Account against Invoices as they are issued, in such order as the Firm reasonably determines having regard to the matter and to the source and conditions of the Funds on Account, and shall account to the Client in a statement of account issued at appropriate intervals or on reasonable request.
- 10.4 Funds on Account that remain unapplied at the conclusion or termination of a matter, after the application referred to in paragraph 10.3, shall be refunded subject to the requirements and conditions identified at paragraph 10.4(a) to (d). A refund of unapplied Funds on Account shall, in the ordinary course, be remitted to the bank account from which the Funds on Account were originally received, verified in accordance with paragraph 6 of the Communications, Cybersecurity and Payment Security Notice, save where the Firm's assessment, having regard to (a) to (d), requires a different route. A refund is subject to:
- (a) the AML Law, Sanctions and Targeted Financial Sanctions obligations of the Firm; where a Sanctions or Targeted Financial Sanctions match is engaged, the Firm shall apply the procedure set out in the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice rather than refunding the amount concerned;
 - (b) the prevention or investigation of fraud, including any bank-recall, payment-recall or chargeback process affecting the Funds on Account;
 - (c) any legal hold, court order, regulatory direction or order of a competent authority requiring the Firm to retain or to apply the amount in a particular way; and
 - (d) Applicable Law (including Tax Law and the rules of professional conduct applicable to the Firm).
- 10.5 Funds on Account are subject to the customer due diligence, source-of-funds and sanctions screening requirements set out in the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice.

11. Late Payment and Consequences of Non-Payment

- 11.1 Where an Invoice is not paid in full by its due date, the Firm may apply a Late Payment Charge on the unpaid amount, accruing daily from the day after the due date until payment is received in full. The Late Payment Charge accrues at an annual rate of twelve per cent (12%) (or such other annual rate as is recorded in the Engagement Letter), the daily rate being one three hundred and sixty-fifth ($1/365$) of that annual rate, in each case subject to the maximum rate permitted by Applicable Law.
- 11.2 Where an Invoice is not paid in full by its due date, the Firm may, in addition to applying any Late Payment Charge:
- (a) suspend work on the matter and on any other matter the Firm is conducting for the Client, having regard to the Firm's professional obligations, to any court or tribunal deadline that would

or might otherwise be prejudiced, to the legitimate interests of the Client, and to the giving of reasonable notice of the proposed suspension;

- (b) decline to take further instructions from the Client;
- (c) apply Funds on Account against the unpaid Invoice, in such order and on such basis as is consistent with paragraph 10.3 and with any payer-specific or matter-specific restriction recorded by the Firm;
- (d) terminate the Engagement Letter in accordance with its terms; and
- (e) commence proceedings to recover the unpaid amount, the Late Payment Charge, the reasonable costs of recovery (to the extent recoverable under Applicable Law) and any further amount that Applicable Law permits.

11.3 The Firm's decision to suspend or to terminate under paragraph 11.2 does not, of itself, prejudice any obligation that has accrued before that decision, including the Client's obligation to pay Fees, Disbursements and Taxes in respect of services rendered and costs incurred up to the date of suspension or termination.

11.4 The Firm may exercise such rights of set-off as Applicable Law affords in respect of unpaid Invoices, having regard to the matter to which the amounts relate, to the payer from whom Funds on Account were originally received, and to any condition or restriction recorded in respect of Funds on Account.

12. Billing Integrity

12.1 Time recorded by personnel of the Firm is not, by reason only of being recorded, time charged to a Client. Before an Invoice is issued, the Firm applies billing judgement to the underlying time records, and non-billable items, items that are not properly chargeable to the matter or that are properly absorbed by the Firm are not converted into chargeable time by the issue of the Invoice.

12.2 The Firm applies the following standards to the recording and billing of Fees and Disbursements:

- (a) time is recorded contemporaneously, or as nearly contemporaneously as is reasonably practicable, by the personnel who performed the work, in the units identified in paragraph 4.1(a);
- (b) the same item of work, the same item of time or the same Disbursement is not charged more than once, and is not charged to more than one Client or under more than one funding arrangement; where more than one member of the Firm's personnel attends a meeting, hearing, telephone call or videoconference, the attendance of each is charged only to the extent that the attendance of each was necessary having regard to the matter;
- (c) descriptions of work performed are sufficient to enable the Client reasonably to identify the services to which the Invoice relates, subject to the confidentiality of other Clients and to the protection of privileged or sensitive material;
- (d) rounding is applied on a reasonable basis to actual work performed, and is not used to inflate time, to impose a minimum-block charge that does not correspond to work actually performed, or to convert a short administrative step into chargeable legal work;
- (e) Invoices are reviewed before issue for accuracy and proportionality; the time spent on such review and on internal billing administration is not chargeable to the Client; and
- (f) records supporting the Fees and Disbursements charged are retained for the period required by Applicable Law, including the periods referred to in paragraph 12 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice (anti-money-laundering and related retention), paragraph 8 of the Privacy, Cookies and Data Handling Notice (data-protection and Corporate Tax retention), and any further period required by the limitation rules applicable to

claims arising from the matter, by a legal hold in respect of the matter, by the rules of professional conduct applicable to the Firm, or by the requirements of the Firm's professional indemnity insurer.

- 12.3 Where, after the issue of an Invoice, the Firm becomes aware of an error in the calculation, description or amount of that Invoice, the Firm shall correct the error by the issue of a credit note, a revised Invoice or such other instrument as is appropriate and as Applicable Law permits.

13. Fee Queries and Disputes

- 13.1 A Client who has a query concerning an Invoice issued by the Firm, or concerning the Fees, Disbursements or Taxes charged by the Firm, may raise that query with the Firm by sending a written notice to info@onyxlegal.ae, marked for the attention of the matter contact recorded in the Engagement Letter, or by telephone to a number recorded in the Engagement Letter, followed by confirmation in writing.
- 13.2 The Firm shall consider a query raised under paragraph 13.1 in good faith and shall respond within a reasonable period having regard to the nature of the query, the matter and the records to be reviewed.
- 13.3 Where a query relates to part only of the amount of an Invoice, the obligation to pay the part of the Invoice that is not the subject of the query continues in accordance with paragraph 9.2, and the raising of the query does not, of itself, defer the due date of the undisputed part of the Invoice. The Late Payment Charge under paragraph 11.1 shall not accrue on the genuinely disputed part of the Invoice during the period of the Firm's good-faith review of the query under paragraph 13.2; it shall accrue from the date that the query is resolved in respect of any disputed amount that the Client remains obliged to pay and that remains unpaid.
- 13.4 Where a query is not resolved by discussion between the Client and the Firm, the Client may pursue the matter through the forum identified in the Engagement Letter and the Standard Terms, which (for an engagement governed by the Standard Terms) is the exclusive jurisdiction of the Courts of the DIFC under paragraph 24 of the Standard Terms. Only where neither the Engagement Letter nor the Standard Terms identifies a forum applicable to the query may the query be pursued before the competent courts of Sharjah, United Arab Emirates.

14. Materials and Conclusion of Engagement

- 14.1 At the conclusion or termination of an engagement, the Firm shall, on the Client's reasonable request, return to the Client the documents and materials belonging to the Client that the Firm holds in connection with the matter, and shall make available to the Client the substantive work product of the engagement, including the final advice and deliverables prepared in the course of the engagement.
- 14.2 The Firm may decline to deliver work in progress, or deliverables in respect of which the relevant Fees, Disbursements and Taxes have neither been invoiced nor (where reasonably practicable) the subject of a request to fund Disbursements in advance; nothing in paragraph 14.1 obliges the Firm to perform further work or to release further deliverables to a Client in breach of the payment obligations recorded in this Policy and in the Engagement Letter.
- 14.3 The Firm may retain its own working papers, internal notes, draft materials, time records, conflict and AML records, correspondence with third parties about the matter, and other materials the Firm has prepared or generated in the course of the engagement, and is not required to deliver those materials to the Client.
- 14.4 The Firm does not assert a lien over Client documents, materials, property or completed deliverables in the Firm's possession by reason of unpaid Fees, Disbursements or Taxes; the Firm's position under

paragraph 14.2 is not the assertion of a lien but a refusal to perform further work or to release further deliverables in advance of payment in accordance with this Policy and the Engagement Letter. The Firm pursues recovery of unpaid amounts through the means contemplated by paragraph 11.

- 14.5 The retention by the Firm of records relating to the engagement is addressed in paragraph 12 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice and in paragraph 8 of the Privacy, Cookies and Data Handling Notice, and the periods set out in those paragraphs apply to the records concerned.

15. Cross-References

- 15.1 This Policy is read together with:
- (a) the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice (OL-POL-01);
 - (b) the Communications, Cybersecurity and Payment Security Notice (OL-POL-02);
 - (c) the Privacy, Cookies and Data Handling Notice (OL-POL-03);
 - (d) the Terms of Use, Regulatory Status and Legal Disclaimer (OL-POL-05); and
 - (e) the Engagement Letter agreed in respect of each matter.

16. Versioning, Review and Controlling Language

- 16.1 This Policy is identified for filing and reference as document OL-POL-04.
- 16.2 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. The Firm may amend this Policy from time to time. The version of this Policy applicable to a matter is the version in force on the date the Engagement Letter for that matter is signed by the Client and the Firm, save where the Engagement Letter expressly provides for amendments to take effect during the matter on prior written notice to the Client.
- 16.3 The English language text of this Policy 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.
- 16.4 The Firm shall review this Policy not later than the review date recorded in the Firm's internal document-control register, and earlier where a change in Applicable Law (including a material change in Tax Law or in the Firm's VAT-registration status) or in the Firm's circumstances so requires.

17. Contact

- 17.1 General queries about this Policy, and queries about Invoices, may be addressed to info@onyxlegal.ae, marked for the attention of the matter contact recorded in the Engagement Letter, or by telephone to a number recorded in the Engagement Letter.