

Onyx *Legal* Consultancy FZE LLC

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C L I E N T E N G A G E M E N T

Standard Terms of Business

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C O N T E N T S

1.	Application and Hierarchy.....	3
2.	Status and Regulation.....	3
3.	Sole-Principal Model.....	4
4.	Client Identity, Authority and Instructions.....	4
5.	Conflicts.....	4
6.	Client Identification, AML, Sanctions and Source of Funds.....	4
7.	Confidentiality and Privilege.....	4
8.	Data Protection.....	5
9.	Use of Technology and AI.....	5
10.	External Counsel, Advocates and Experts.....	5
11.	Legal-Technology Products — Carve-Out.....	5
12.	Intellectual Property.....	6
13.	Client Responsibilities and Reliance.....	6
14.	Liability.....	6
15.	Insurance.....	7
16.	Business Continuity and Incapacity.....	7
17.	Records and Retention.....	7
18.	Publicity.....	8
19.	Complaints and Service Contact.....	8
20.	Termination.....	8
21.	Anti-Bribery and Anti-Commission.....	9
22.	Force Majeure.....	9
23.	Notices.....	9
24.	Governing Law and Dispute Resolution.....	9
25.	General.....	9



1. Application and Hierarchy

- 1.1 These Standard Terms of Business (the **Standard Terms**) apply to every engagement between Onyx Legal Consultancy FZE LLC (the **Firm**) and each of its clients (each, a **Client**). They are incorporated by reference into every engagement letter signed by the Firm and a Client (the **Engagement Letter**).
- 1.2 These Standard Terms are read together with the Firm's published Notices, Policy and Terms, being: OL-POL-01 (Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice); OL-POL-02 (Communications, Cybersecurity and Payment Security Notice); OL-POL-03 (Privacy, Cookies and Data Handling Notice); OL-POL-04 (Fees, Billing, Payment and Billing Integrity Policy); and OL-POL-05 (Terms of Use, Regulatory Status and Legal Disclaimer) (together, the **Policies**). Which of the Policies are incorporated into the agreement as contractual terms, and which are provided to the Client as notices only, is as identified in the Engagement Letter and in Schedule 1 to it. The version of each of the Policies in force on the date of the Engagement Letter applies to the Matter, subject to any variation agreed between the parties.
- 1.3 The order of precedence between these documents is: (a) the Engagement Letter prevails over these Standard Terms; (b) these Standard Terms prevail over the position that would otherwise apply by default; (c) the Policies operate as the standing public position of the Firm and are read together with these Standard Terms and the Engagement Letter.
- 1.4 Notwithstanding paragraph 1.3, nothing in the Engagement Letter or these Standard Terms shall reduce, modify or exclude any obligation imposed on the Firm by Applicable Law, by the rules of professional conduct applicable to the Firm, or by any non-excludable provision of the Policies.

2. Status and Regulation

- 2.1 The Firm is Onyx Legal Consultancy FZE LLC, a sole-principal legal consultancy. As at the effective date of these Standard Terms, the Firm holds the following affirmative registrations:
- (a) a commercial licence issued by the Sharjah Publishing City Free Zone Authority under Licence No. 4429851.01;
 - (b) registration on Part I of the Register of Legal Practitioners of the Courts of the Dubai International Financial Centre, in the manner that permits the registered firm, through the practitioners listed by the firm under that registration, to issue and conduct proceedings before the DIFC Courts; oral advocacy before the DIFC Courts requires Part II registration in the name of an individual practitioner, which the Firm does not hold in its own name;
 - (c) 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 held only to the extent that a qualifying individual practitioner holds it under the procedural rules of those Courts; and
 - (d) registration with the UAE Federal Tax Authority for Corporate Tax purposes under Tax Registration Number 105454010700001.
- 2.2 The Firm provides non-judicial legal consultancy and does not undertake UAE onshore court representation, court filings, notarial work, sworn legal translation or other reserved legal activities. Where any such activity is required in connection with a Matter, it is undertaken by an appropriately

authorised third party engaged for that purpose, and the Firm's role is limited to coordination and consultancy advice within the scope of its own permitted activities.

- 2.3 The Firm's full statement of regulatory status and the scope of its services is set out in paragraph 3 of OL-POL-05.

3. Sole-Principal Model

- 3.1 The Firm is a sole-principal practice. References to **the Firm, the team** or **we** are references to services provided by, or under the direct responsibility of, the Principal. The Firm does not maintain an employed legal team, and the Client should not assume that more than one legal consultant, lawyer or fee-earner is or will be working on the Matter at any time unless the Engagement Letter says so.

4. Client Identity, Authority and Instructions

- 4.1 The Client must identify (a) the legal or natural person instructing the Firm, (b) the authorised instructing representatives, (c) ultimate beneficial owners, (d) materially interested affiliates, and (e) any intended relying parties. The Firm may act on instructions from the persons named in the Engagement Letter or otherwise notified to the Firm in writing by the Client.
- 4.2 The Client is responsible for the accuracy, completeness and timeliness of information supplied to the Firm and for informing the Firm promptly of any material change. The Firm may rely on information supplied by the Client without independent verification, save to the extent verification is required by Applicable Law or by these Standard Terms.

5. Conflicts

- 5.1 The Firm conducts a conflict check before accepting any new matter, in accordance with paragraph 4 of OL-POL-01 and, to the extent applicable to the Firm and as a professional benchmark the Firm adopts, the Code of Ethics for the Legal Profession and Legal Consultation Profession (Cabinet Resolution No. 9 of 2025) and the DIFC Courts' Mandatory Code of Professional Conduct for Legal Practitioners. Where a conflict or potential conflict is identified, the Firm will decline the engagement, obtain informed written consent where appropriate, or withdraw from one or more matters.
- 5.2 As a sole-principal practice, the Firm does not rely on internal information barriers as a routine conflict-management tool. Conflicts are managed by declining, withdrawing or obtaining informed written consent.

6. Client Identification, AML, Sanctions and Source of Funds

- 6.1 The Firm conducts client due diligence, beneficial-ownership identification, source-of-funds and source-of-wealth verification, sanctions and politically-exposed-person screening, ongoing monitoring, suspicious-transaction reporting and record retention in accordance with the UAE Federal Decree by Law No. 10 of 2025 on AML/CFT/CPF, Cabinet Resolution No. 134 of 2025 (the Executive Regulations), Cabinet Decision No. 74 of 2020 and other Applicable Law. The detail is set out in paragraphs 5 to 9 of OL-POL-01.
- 6.2 The Firm may decline to commence work, suspend work, refuse to receive or return funds, or terminate an engagement if required information is not provided or if the Firm considers in good faith that continuing would breach legal, regulatory, sanctions or professional obligations. The Firm may be prohibited from explaining the reasons for certain AML, sanctions or reporting decisions.



7. Confidentiality and Privilege

- 7.1 The Firm keeps Client information confidential, subject to legal, regulatory, AML/sanctions, tax and professional obligations, and in accordance with paragraph 10 of OL-POL-01 and, to the extent applicable to the Firm and as a professional benchmark the Firm adopts, the Code of Ethics (Cabinet Resolution No. 9 of 2025) and the DIFC Courts' Mandatory Code of Professional Conduct for Legal Practitioners. Information may be disclosed where required by law, by court or tribunal order, by a regulator or competent authority, or to insurers, auditors, banks, professional advisers, external counsel, experts, translators, technology providers or other service providers, in each case only to the extent reasonably required and subject, where practicable, to appropriate confidentiality protections; with the Client's consent; or where the information is already in the public domain.
- 7.2 Legal professional privilege, professional secrecy and confidentiality rules differ depending on the forum, governing law, seat of arbitration and nature of communication. The Firm does not, and cannot, guarantee that all communications will attract privilege in every jurisdiction or before every forum.

8. Data Protection

- 8.1 The Firm processes Personal Data in accordance with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the PDPL), the DIFC Data Protection Law No. 5 of 2020 and the DIFC Data Protection Regulations 2020 (where applicable), and the ADGM Data Protection Regulations 2021 (where applicable). The detail is set out in OL-POL-03.
- 8.2 The Client confirms that, where it provides Personal Data to the Firm relating to its personnel, representatives, counterparties or other persons in connection with the Matter, it has authority to do so and has given any notices or obtained any consents required of it under Applicable Law.
- 8.3 Personal Data may be processed in the United Arab Emirates and, where necessary in connection with the Matter, transferred to service providers or professional advisers outside the United Arab Emirates under safeguards consistent with paragraph 7 of OL-POL-03.

9. Use of Technology and AI

- 9.1 The Firm uses technology in delivering its services, including document-management, email, cloud-storage, legal-research, drafting-support and AI-assisted tools, subject to confidentiality, cybersecurity and data-protection controls.
- 9.2 AI-assisted tools may be used by the Firm for research support, summarisation, translation support, drafting support, document review, chronology preparation, issue spotting and internal quality control. The Firm remains responsible for professional judgment and does not rely on AI output without human review. Client confidential information is not submitted to public AI models, and Client confidential material is not knowingly used to train any model.
- 9.3 The Firm's position on third-party use of the Firm's Website Content (and data derived from it) for AI training, fine-tuning, evaluation or similar purposes is set out in paragraph 4.2(d) of OL-POL-05.
- 9.4 The Client must inform the Firm in the Engagement Letter if it requires specific restrictions on the use of any technology, vendor, cloud service or AI-assisted tool in connection with the Matter.

10. External Counsel, Advocates and Experts

- 10.1 Where the Matter requires services the Firm does not provide directly — including UAE onshore court representation, foreign-law advice, expert reports, sworn translation, e-discovery, tax, accounting,



corporate services or filing services — the Firm may identify suitable external providers for the Client's consideration.

- 10.2 Unless expressly agreed otherwise in the Engagement Letter, the Client contracts directly with each external provider and is responsible for the provider's fees, disbursements, retainers and terms of business. External providers are not employees, partners or agents of the Firm and are responsible for their own advice and services.
- 10.3 The Firm does not accept referral fees, commissions or financial benefits from any external counsel, advocate, expert, translator, vendor or service provider it recommends; the Firm is remunerated solely by its Clients under the agreed Fee Arrangement.

11. Legal-Technology Products — Carve-Out

- 11.1 Any software, AI tool, automated document product, subscription platform or other legal-technology product supplied by the Firm or by any related entity is governed by separate product terms, privacy terms and, where applicable, data-processing terms.
- 11.2 The Client's legal-services engagement under the Engagement Letter does not grant any right to use any such product, and no such product is supplied under, or governed by, these Standard Terms unless expressly incorporated by written agreement.

12. Intellectual Property

- 12.1 The Client may use the final deliverables produced for the Matter for the purpose for which they were prepared, and for no other purpose without the Firm's prior written consent.
- 12.2 Drafts, internal notes, research trails, prompts, workflows, precedents, templates, software code, methodologies and know-how developed by the Firm remain the Firm's intellectual property and may be used by the Firm on other engagements, subject to its confidentiality obligations.
- 12.3 No third party may rely on the Firm's work product unless the Firm expressly so agrees in writing.
- 12.4 The Firm's intellectual property in the Website, its Content and its name, marks and visual identity is addressed in paragraph 7 of OL-POL-05.

13. Client Responsibilities and Reliance

- 13.1 The Client is responsible for commercial, strategic and business decisions and for implementing the advice provided.
- 13.2 The Firm's advice is based on the facts, documents and assumptions provided to it, and on the law and practice as at the date of the advice. The Firm is not responsible for updating advice after delivery unless expressly engaged to do so.
- 13.3 Advice and work product are prepared solely for the Client and the Matter, and may not be disclosed to, quoted to or relied on by any third party without the Firm's prior written consent.

14. Liability

- 14.1 Subject to Applicable Law, and unless a different cap is agreed in the Engagement Letter, the Firm's aggregate liability to the Client in connection with any Matter, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, is limited to the higher of (a) AED 250,000 and (b) the Fees actually paid to the Firm under the Engagement Letter for that Matter.



- 14.2 For matters involving significant value, contentious DIFC or ADGM proceedings, arbitration, injunctive applications or enforcement actions, the parties may agree a higher liability cap in the Engagement Letter, subject to the Firm's then-available professional indemnity cover.
- 14.3 To the maximum extent permitted by Applicable Law, the Firm is not liable for any indirect, consequential, special or punitive loss; loss of profit; loss of opportunity; loss of goodwill; loss of bargain; reputational harm; or loss of data, however arising.
- 14.4 Nothing in these Standard Terms excludes or limits any liability that cannot, as a matter of Applicable Law, be excluded or limited, including any liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) gross negligence or wilful misconduct, in each case as determined by a court of competent jurisdiction under the applicable standard of proof;
 - (c) a failure to comply with any data-security or related obligation imposed on the Firm by the PDPL, by the DIFC Data Protection Law, by the ADGM Data Protection Regulations or by any other Applicable Law relating to the protection of personal data;
 - (d) a failure to comply with any consumer-protection right that cannot be excluded under Applicable Law; or
 - (e) any obligation imposed on the Firm by the rules of professional conduct applicable to the Firm.
- 14.5 The Firm does not owe a duty of care to, or accept liability to, any person other than the Client. The Client agrees to indemnify and hold harmless the Firm against and from any third-party claim arising from such person's use of, or reliance on, the Firm's work product, and to reimburse the Firm in respect of all reasonable defence costs, settlement amounts, judgments, awards, fines and other actual loss suffered by the Firm in connection with any such claim, save in respect of any matter within paragraph 14.4(a) to (e) above.
- 14.6 As a condition of the Firm's liability cap at paragraph 14.1 and the Client indemnity at paragraph 14.5, the Client shall:
- (a) give the Firm written notice of any claim, demand or potential claim (whether by the Client or by a third party) as soon as reasonably practicable, and in any event within thirty days of the Client becoming aware of the circumstances giving rise to it;
 - (b) cooperate with the Firm and the Firm's professional indemnity insurer in investigating and responding to the claim, and provide all information, documents and assistance reasonably requested for that purpose; and
 - (c) where the claim is made or threatened by a third party, not admit liability, make any payment, settle, compromise or otherwise dispose of the claim without the Firm's prior written consent (such consent not to be unreasonably withheld).
- 14.7 Where the Client fails to comply with paragraph 14.6 and that failure materially prejudices the position of the Firm or of its insurer (including by causing the loss or reduction of insurance cover), the Firm's liability to the Client shall be reduced by the amount of the resulting prejudice, and the Client shall not be entitled to recover that amount from the Firm. This paragraph is subject to paragraph 14.4.
- 15. Insurance**
- 15.1 Details of any professional indemnity or other liability insurance applicable to the Matter, including insurer, policy limit, territorial scope and material exclusions, will be stated in the Engagement Letter or provided on reasonable request where disclosure is permitted. The Firm's liability cap is not increased by the existence or amount of insurance unless the Engagement Letter expressly so provides.

16. Business Continuity and Incapacity

- 16.1 If the Principal becomes unavailable due to illness, incapacity, conflict, regulatory restriction, sanction or other serious reason, the Firm may: (a) suspend work on the Matter; (b) assist the Client in transferring the Matter to another lawyer, legal consultant or firm; and (c) provide access to Client files subject to payment, confidentiality, privilege, AML/sanctions, data-protection and regulatory obligations.
- 16.2 The Firm uses reasonable efforts to maintain business-continuity arrangements appropriate for a sole-principal practice. The Client accepts that urgent contentious matters may require immediate engagement of external counsel or an advocate.

17. Records and Retention

- 17.1 The Firm retains matter records in accordance with paragraph 12 of OL-POL-01 (anti-money-laundering retention, being not less than five years from the latest of the trigger events identified in Cabinet Resolution No. 134 of 2025), paragraph 8 of OL-POL-03 (data-protection retention and Corporate Tax retention, the latter being not less than seven years from the end of the relevant tax period), and for any longer period required by Applicable Law, by the rules of professional conduct applicable to the Firm, by the Firm's insurer or by a legal hold.
- 17.2 Original documents belonging to the Client are returned on the Client's reasonable request at matter closure, subject to AML/sanctions restrictions, legal holds, court orders and reasonable copying or verification arrangements. Outstanding payment does not, of itself, entitle the Firm to assert a lien over Client documents, materials, property or completed deliverables, save to the extent mandatory law permits.
- 17.3 The Firm is not required to retain drafts, internal notes, prompts, research trails or administrative records beyond its ordinary retention practices.

18. Publicity

- 18.1 The Firm shall not use the Client's name, logo, matter details or any related information in publicity, credentials, proposals, case studies or marketing without the Client's prior written consent, save where the information is already in the public domain and the Firm is required to refer to it for a court, tribunal, regulatory, professional, conflict-checking or insurance purpose. Any reference to a Client or a Matter for credentials, proposals, case studies, marketing or pitching purposes shall be anonymised and de-identified unless the Client gives prior written consent.
- 18.2 Any public or marketing reference must be accurate, and must not be false, misleading or deceptive.

19. Complaints and Service Contact

- 19.1 Service concerns or complaints should be sent in the first instance to the Firm at info@onyxlegal.ae. The Firm shall acknowledge and seek to resolve them promptly and proportionately.
- 19.2 This complaints mechanism does not limit any right the Client may have under Applicable Law, regulation or any applicable professional framework.

20. Termination

- 20.1 Either party may terminate any engagement by giving the other party not less than fourteen days' written notice.



- 20.2 The Firm may terminate immediately, subject to any mandatory professional obligation owed by the Firm at that time, where:
- (a) the Client fails to pay an Invoice that is more than thirty days overdue;
 - (b) the Client fails to replenish an agreed advance;
 - (c) the Client fails to provide CDD, beneficial-ownership, source-of-funds or sanctions information that the Firm reasonably considers it requires;
 - (d) the Client gives information that is false or misleading;
 - (e) the Client acts unlawfully or improperly;
 - (f) the engagement creates a conflict of interest, regulatory restriction or sanctions exposure;
 - (g) the Client requests work outside the Firm's licensed or professional perimeter; or
 - (h) mutual trust and confidence between the parties has materially broken down.
- 20.3 The Firm's rights to suspend work for non-payment, and to decline to deliver work product in advance of payment, are also set out in paragraphs 11.2 and 14.2 of OL-POL-04.
- 20.4 On termination, Fees and Disbursements incurred to the date of termination remain payable. The Firm may retain or decline to release work in progress, internal materials and further deliverables only to the extent permitted by paragraphs 14.2 and 14.3 of OL-POL-04.

21. Anti-Bribery and Anti-Commission

- 21.1 The Firm complies with applicable anti-bribery and anti-corruption laws, including UAE Federal Decree-Law No. 31 of 2021 and, where applicable, the UK Bribery Act 2010.
- 21.2 The Firm does not offer, give, solicit or accept any bribe, kickback, secret commission or improper financial benefit.
- 21.3 The Firm does not accept any referral fee, commission or financial benefit from any external counsel, advocate, expert, vendor or service provider it recommends; the Firm is remunerated solely by its Clients.

22. Force Majeure

- 22.1 Neither party shall be liable for any delay or failure in performance caused by acts or events beyond its reasonable control, including pandemic, sovereign action, sanctions, war, civil unrest, cyber incident, internet or infrastructure failure, banking disruption, court or tribunal closure, or the failure of an external provider.

23. Notices

- 23.1 Notices under an engagement may be given by email to the principal email address used in correspondence on the Matter, or to the Firm at info@onyxlegal.ae, and are deemed received on the next business day after sending, provided that no delivery failure or out-of-office notice indicating non-receipt is received by the sender.
- 23.2 This paragraph does not apply to service of court, arbitration or other formal proceedings unless the applicable procedural rules permit service by email and the relevant party has agreed to that mode of service.

24. Governing Law and Dispute Resolution

- 24.1 The Engagement Letter, these Standard Terms and any non-contractual obligation arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the Dubai International Financial Centre (the **DIFC**), save to the extent that mandatory provisions of UAE federal law, of the law of the Emirate of Sharjah, of the law of the Emirate of Dubai, of the law of any applicable free zone, of AML/CFT law, of sanctions law, of tax law, of data-protection law, of legal-profession law, or of UAE public policy apply irrespective of the chosen law.
- 24.2 The parties specifically, clearly and expressly agree in writing that any dispute, difference, controversy or claim arising out of or in connection with any engagement — including any question regarding its existence, validity, interpretation, performance, breach, termination or applicable remedies — is subject to the exclusive jurisdiction of the Courts of the DIFC under Article 14(B) of Dubai Law No. 2 of 2025 Concerning the Dubai International Financial Centre Courts, as amended or superseded.
- 24.3 Nothing in this paragraph 24 prevents the Firm from (a) applying to any court or tribunal of competent jurisdiction for urgent interim or protective relief that cannot reasonably be obtained from the Courts of the DIFC in time; or (b) enforcing a judgment, order or award of the Courts of the DIFC before any court or tribunal in which enforcement is sought.

25. General

- 25.1 These Standard Terms, together with the Engagement Letter and the Policies, constitute the entire agreement between the parties in connection with the Matter and supersede any prior arrangement, representation or understanding relating to the Matter.
- 25.2 No amendment to these Standard Terms in respect of a particular engagement is effective unless made in writing in the Engagement Letter or in a subsequent written instrument signed by both parties.
- 25.3 The Engagement Letter and these Standard Terms may be executed in counterparts, including by electronic signature in accordance with UAE Federal Decree-Law No. 46 of 2021, each of which is an original and all of which together constitute one document.
- 25.4 If any provision of these Standard Terms is held to be unenforceable, the remainder shall remain in full force, and the unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' intent.
- 25.5 Failure or delay by either party in enforcing any right under these Standard Terms is not a waiver of that right.
- 25.6 Neither party may assign its rights under any engagement without the other party's prior written consent.
- 25.7 No person who is not a party to these Standard Terms has any right to enforce any of its provisions.
- 25.8 Nothing in these Standard Terms creates a partnership, employment, fiduciary, agency or joint-venture relationship between the parties, save where mandatory law so provides.