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Fareya Azfar & Araoui LLP

STANDARD TERMS OF  
BUSINESS

2024

## DEFINITIONS

**ADGM** means the Abu Dhabi Global Market, free zone located on Al Maryah Island in the United Arab Emirates.

**GDPR** means General Data Protection Regulation

**SRA:** Solicitors Regulation Authority of England and Wales.

**us or we** means Fareya Azfar & Araoui LLP

**you** means the person or entity to whom we provide our services.

**Particular Matter** is when you instruct or engage us on a new matter.

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### 1. ABOUT US

**Fareya Azfar & Araoui LLP** trading as Fareya LLP is a limited liability partner incorporated in the United Arab Emirates under the laws of ADGM with registered number 000002520. Our registered office is at 35 Floor Al Maqam Tower, ADGM Square Maryah Island.

#### Regulatory Status

The law firm is not authorised by the SRA. However, our law firm is included on the register maintained by the SRA because FAA employs and has partners who are authorised and regulated by the SRA in their personal capacity.

This authorisation and regulation does not apply to our firm, to the services that we offer more widely or to work carried out by other lawyers.

### 2. SCOPE OF SERVICES

The scope of the services will be limited to those described in the related Engagement Letter and to any additional tasks in such Particular Matter that we accept in writing.

We will not advise on valuation, commercial viability, trading or marketability issues. We only

advise on tax, climate risk and climate-related legal issues when we have expressly agreed in writing to do so.

Our services in a transaction are limited to advising on legal issues arising in the negotiation, documentation and closing of the transaction and do not include giving you financial or business advice as to the merits of the transaction.

#### Our Client

Unless otherwise agreed in writing, our advice and any documents we prepare:

- are for use only in connection with the specific matter on which we are instructed, can only be relied on by you; and
- reflect the law in force at the relevant time.

Unless explicitly agreed otherwise, in writing:

- we do not owe, nor do we accept, any duty to any person other than you; and
- we do not accept any liability or responsibility for any consequences arising from reliance on our advice by any person other than you.

We are not responsible for any failure to advise or comment on matters falling outside the scope of our instructions, as set out in these Terms of Business and the Engagement Letter.

We will provide legal advice and services to you with reasonable care and skill. However, the nature of many types of legal work means that it is not possible to guarantee a particular outcome.

### 3. CONFIDENTIALITY AND DISCLOSURE

We owe a common law duty of care with respect to confidential information given to us during the course of our engagement and we will not disclose such information except in the circumstances set out in this paragraph.

We will keep your information confidential, unless:

- you consent to the disclosure of that information;
- disclosure of the information is required or permitted by law or regulatory requirements that apply to us.

We owe the same duty of confidentiality to others who are, or have been our clients. Accordingly you agree that if at any time we possess information in respect of which we owe a duty of confidentiality to a former or another current client, we may act for you, subject to our rules of professional conduct even though the information may be material to a matter on which we have received instructions from you. You agree that we will not be required to disclose such information or use it on your behalf.

### 4. CONFLICT OF INTEREST

We are unable to accept an instruction if there is a conflict of interest or a significant risk of a conflict. If you are or become aware of an actual or potential conflict you must inform us without delay.

You agree that we will not be required to assist you in making any claim or taking any other type of hostile action against an existing client of any Firm and that we may not be able to provide services to you on a matter if to do so would give rise to a conflict of interest with another client.

There are certain limited exceptions where we may be able to act for two or more clients; where this is

permitted we will not act unless we have the consent of all parties.

### 5. BILLING

Our bills are payable on receipt and in the currency in which they are submitted.

Our bills must be paid without any deduction or withholding on account of taxes, bank charges or any amount required by law, or charges of any nature. If any such deduction or withholding is applied on you by law or contract, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

#### Late Payments

We may charge interest on any amount outstanding for 30 days from the due date for payment until the bill is paid in full at a rate per annum equal to such rate and under such arrangements allowable under the laws and professional regulations applicable to us.

#### No Cash Policy

FAA's policy is not to accept cash from clients.

If you deposit cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### Payments To You

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

#### Fraud Warning

We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or methods of payment.

#### Lien On Files

After completing the work, or in the event of termination, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

## 6. TERMINATING INSTRUCTIONS

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on [an hourly basis plus expenses/by proportion of the agreed fee] as set out in these terms and conditions.

## 7. COMPLAINTS POLICY

We are committed to giving high-quality legal advice and client care. If you are unhappy about any aspect of the service you receive or about an invoice, please get in touch with me. If you remain dissatisfied or your complaint relates to me, please speak directly with me.

We have a complaints procedure that you can download from our website or request a copy by emailing at [complaints@fareyaaraoui.com](mailto:complaints@fareyaaraoui.com)

## 8. PRIVACY AND DATA PROTECTION

We take your privacy very seriously. Our Privacy policy contains important information on how and why we collect, process and store your personal data. It also explains your rights in relation to your personal data. The Privacy policy is available on our website at [fareyaaraoui.com/privacypolicy](http://fareyaaraoui.com/privacypolicy) , but please contact us if you would like us to send a copy to you or if you would prefer us to explain our Privacy policy verbally

### Use Of Personal Information

We obtain data about you and from you, such as contact details, information related to individual assignments, billing information, and the like (personal data) in connection with our provision of services to you.

### Purpose And Use

We use your personal data primarily to provide legal services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

We may use your personal data to send you updates (by email, text, telephone or post) about legal or market developments that might be of interest to you. You have the right to opt out of receiving promotional communications at any time, by using the '**unsubscribe**' link in emails.

## 9. STORAGE, RETENTION AND RETRIEVAL

### Third Party Data Services Providers

Note that we provide our own secure, encrypted file transfer system as well as a secure Extranet, to facilitate the storage and sharing of information between you and us.

Some of your data may be stored using cloud technology managed by a third party service provider. This may include document/information hosting, sharing, transfer, analysis, processing or storage.

We act as a data controller and utilise third party service providers (including those that offer "cloud" services) services. All third party service providers have GDPR Compliance Data Processing Agreements with us with contractual clauses and other measures to address cross-border data transfer restrictions in data protection laws. .

If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

### Storage And Retention Policy

We will keep our file of your papers for up to two years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them two years after the date of the final bill without notice. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However, we may charge you for:

- time spent producing stored papers that are requested, and
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

## **10. ANTI-MONEY LAUNDERING INFORMATION**

The Money Laundering Regulations require solicitors to obtain satisfactory evidence of the identity of their clients and, where there is a beneficial owner who is not the client, the beneficial owner. This is because solicitors who deal with money and property on behalf of their client can be targeted by criminals attempting to launder money.

Our practice is to carry out our due diligence and acquire evidence of your identity as per the process below. These requirements apply to all clients without exception; individuals as well as companies (in respect of the directors). In return for our agreeing to act for you, you will use all reasonable endeavours to comply with applicable anti-bribery, corruption, money laundering and international sanctions laws, rules and regulations.

## **11. GOVERNING LAW AND JURISDICTION**

The Agreement between you and the Firm, is governed under the laws of Abu Dhabi Global Market, Abu Dhabi, UAE. Any claim or dispute arising hereunder is subject to the exclusive jurisdiction of the ADGM Courts of Law.