

GIR PRIVILEGE KNOW-HOW 2020

United Arab Emirates

Rebecca Kelly and Nasma Al Sabe
Morgan Lewis

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GIR
I N S I G H T

Scope of the privilege

1 Are communications between an attorney and client protected? Under what circumstances?

United Arab Emirates (UAE) - Onshore

In the UAE, there is no codified or recognised legal principle of legal privilege or ‘without prejudice’ protection afforded to attorney-client communications. However, all communications between an attorney and client will be confidential. It is important to note that where international enforcement agencies have the right to request documentation in the UAE there may be some protection afforded to communication originating the jurisdiction exercising extra territorial reach.

Federal Law No. (23) of 1991 (as amended) for Organizing the Advocates Profession (Advocates Law) provides that an attorney is required to keep any communications made in furtherance of their professional representation of a client confidential (article 42). That is unless such disclosure is required by the authorities to prevent a crime.

Ministry of Justice, Ministerial Resolution No. (666) of 2015 on the Code of Ethics & Professional Conduct of the Legal Profession in the UAE (the Code of Ethics) article 3(c) codifies the legal obligation for attorneys in respect of maintaining confidentiality over all communications by a third party or the client, where such information should be kept confidential. This obligation applies to any information an attorney obtains in the course of carrying out their professional duties, regardless of whether such duties are advisory or contentious in nature.

Disclosure by an attorney of confidential information is permissible in very limited circumstances under article 3(c) of the Code of Ethics: (i) where the written consent of the client or the written consent of the rightful owner of the confidential information is given; (ii) an express court judgment compels the disclosure of the confidential information and disclosure is limited to the extent needed by the court; or (iii) the attorney, their partners or employees are accused of a criminal charge or threatened with a civil claim that arises either from the client relationship or negligence or professional malpractice.

There are two financial free zones, with their own legal and court system (the DIFC in Dubai and the ADGM in Abu Dhabi). Each of these financial free zones where applicable, have their own rules regarding privilege and the protection of confidential information.

Dubai International Financial Centre – Financial Free Zone (DIFC)

Under Part C-8(6) of the Code of Conduct of Legal Practitioners (and Part C SPD C-7(i) and SPF C-15(i) of the Supplementary Code of Conduct Practice Direction) (DIFC Code of Conduct) there is a duty of confidentiality that is imposed on attorneys, their partners and their employees. The aforementioned groups must ensure that all information communicated to them by their client is kept confidential. Such information is to be kept confidential unless a disclosure of it is authorised by the client, ordered by the DIFC Court or otherwise required by law. The duty of confidentiality continues after the attorney has ceased to act for the client.

‘Privilege’ is defined within the glossary of the DIFC Court Rules and is stated to be the right of a party to refuse to disclose a document or produce a document or to refuse to answer questions on the ground of some special interest recognised by law.

Abu Dhabi Global Market – Financial Free Zone (ADGM)

Pursuant to article 7(6) of the ADGM Rules of Conduct 2016 (ADGM Rules of Conduct), lawyers are required to keep information communicated to them by their client confidential unless such disclosure is authorised by the client, ordered by the ADGM courts or as required by law.

2 Does the privilege only protect legal advice? Does it also protect non-legal communications between an attorney and client, such as business advice?

UAE

All communications exchanged between a client and their attorney, in the course of the attorney providing legal services, are to be kept confidential. This is the case regardless of whether the advice is legal or non-legal in nature.

DIFC

Pursuant to Part C-8(6) of the DIFC Code of Conduct, where information is communicated by the client to the attorney it must be kept confidential by the attorney. This obligation is general in nature with no distinction made between legal and non-legal communications or advice.

ADGM

In accordance with article 7(6) of the ADGM Rules of Conduct, lawyers are required to keep information communicated to them by their client confidential; and there is no distinction made between legal and non-legal advice.

3 Is a distinction made between legal advice related to litigation and other legal advice?

UAE
No, no such distinction is made. Any advice will be confidential if communicated between the client and attorney “in confidence”. There are no rules that govern litigation privilege. When engaged in a dispute neither party is under any obligation to disclose any documentation in its possession and would only be required to file evidence that would be beneficial to the case.

DIFC
While there is no specific law addressing privilege in the DIFC, under Part E(7) of the DIFC Code of Conduct, attorneys are not to disclose the details of settlement offers or settlement negotiations to the DIFC Courts prior to judgment being given. This obligation applies regardless of whether such offers or negotiations have explicitly been stated to be without prejudice, aside from instances where the offer or negotiation documents have been specifically marked or otherwise identified as sent on an open basis. Part E, SPD E-23(i) of the Supplementary Code of Conduct Practice Direction also reminds attorneys that the act of labelling communication as being without prejudice does not necessarily render the communication to which it refers as being privileged unless such communication could reasonably be deemed to be a settlement offer or a part of a valid negotiations process. Details of settlement offers or negotiations are to be disclosed to the court where there is a dispute over whether a settlement has been reached. Such a disclosure will be made prior to judgment only with the leave of the court.

ADGM
There are no rules that specifically govern litigation privilege in the ADGM. Any legal advice is deemed to be confidential if communicated between the client and the attorney.
DIFC and ADGM Courts would be expected to typically rely on English law when considering privilege. As such, litigation privilege will apply to communications or documents which are: (i) confidential in nature; (ii) produced at a time when litigation is either in progress or is a reasonable prospect; and (iii) the dominant purpose when it was produced was to use it to either obtain legal advice or to assist in litigation.

4 What kinds of documents are protected by the privilege? Does it cover documents that were prepared in anticipation of an attorney–client communication? Does it cover documents prepared during an attorney-led internal investigation?

As the duty of confidentiality extends to all “confidential communications” between the attorney and client, there is no distinction between different types of documents. The attorney may be held liable if they fail to preserve the confidentiality of any document. This would therefore include: (i) documents prepared in anticipation of an attorney-client communication that would contain any confidential information communicated by the client or from a third party in connection to the provision of legal services to the client; or (ii) documents prepared during an attorney-led internal investigation.

5 To what extent must the communication be confidential? Who can be privy to the communication without breaking privilege?

The attorney must ensure that all employees are bound by confidentiality obligations. Under article 3(c) of the Code of Ethics, the duty of confidentiality applies to an attorney, their partners and all the staff at a law firm.

6 Is the underlying information privileged if it can be obtained from a non-privileged source?

Under the provisions of the Code of Ethics, where any information is communicated by the client within the scope of a client-attorney professional relationship, it will be held to be confidential. Any confidential information that is communicated in confidence to an attorney by a third party is protected.

7 Are there any notable exceptions or caveats to the privilege?

UAE
Pursuant to article 42 of the Advocates Law, it is provided that an attorney may not divulge a secret entrusted or known to him or her unless such revelation prevents a crime from being committed. Another notable exception or caveat to the rules on confidentiality and privilege is that a permitted disclosure may be made where there is a court order compelling such a disclosure in accordance with article 3(c) of the Code of Ethics. Where a court order of this nature is made, the attorney should take care to only disclose the information required by the order and nothing further.

DIFC

The DIFC Code of Conduct provides that attorneys must ensure that all information communicated to them by their client is kept confidential unless a disclosure of it is authorised by the client, demanded by way of a DIFC court order or otherwise required by law.

ADGM

In accordance with article 7(6) of the ADGM Rules of Conduct, lawyers are required to keep information communicated to them by their client confidential unless such disclosure is authorised by the client, ordered by the courts or required by law.

8 Are there laws unrelated to privilege that may protect certain communications between attorney and client?

Pursuant to article 379 of Federal Law No. 3 of 1987 Issuing the Penal Code Federal Decree Law (Penal Code), it is prohibited to disclose confidential information by any person who, in the course of carrying out their professional duties, is 'entrusted with a secret'. The term secret is undefined in the context of the Penal Code but the courts have subsequently interpreted the language to include anything that would be deemed, by its nature or due to the circumstances surrounding the communication of the information, to be confidential. Furthermore, the interpretation of 'secret' by courts would include proprietary commercial and business information provided that it is not already in the public domain.

To commit the crime of disclosing confidential information a set of specific elements must be satisfied. There must be evidence of intent to commit the crime and there must be some form of personal gain or gain for a third party. In the event that article 379 of the Penal Code is breached the perpetrator may face imprisonment for a minimum period of one year and a fine of at least 20,000 dirhams. In such an instance, the criminal liability would extend to the legal entities involved as well as any individuals who were responsible for the disclosure of the confidential information.

Article 247 of the Penal Code stipulates that it is a crime to unrightfully copy, distribute or provide a third party with the content of a phone call or message or information or data or otherwise viewed by virtue of the profession. This provision is wide in scope and as such could have some application to legal communications. The Cyber Crime Law (Federal Decree 5 of 2012) also criminalises disclosure of confidential information using an IT system.

Protected parties

9 To what extent does the privilege extend to in-house counsel?

UAE

The rules regarding confidentiality applies to all commercial entities, and all employees. In-house counsel are viewed separately and as such are not subject to the same privilege rules. In-house counsel are deemed to be employees of the entity that they are counsel for and are therefore subject to the duty of keeping the secrets of their employers and may be subject to criminal liability as discussed above.

Article 905(5) of the Federal Law No. 5 of 1985 on Civil Transactions (the Civil Code) provides that employees are required to keep confidential the business or trade secrets of its employer. Hence it follows that in-house counsel, as is the case for all employees, under article 120 of the Federal Law No. 8 of 1980 concerning the Regulation of Labour Relations (Labour Law) may be terminated as an employee for cause for any breach of this obligation. This obligation is not the same as legal privilege in terms of how it would be understood in other common law jurisdictions.

DIFC & ADGM

Regarding in-house counsel, there is no specific legislation that prescribes rules or obligations on privilege. Instead, it is likely that DIFC and ADGM courts would apply English law when determining the extent to which the provisions on privilege extend to in-house counsel.

10 Does the privilege protect communications between an attorney and a corporate client's employees? Under what circumstances? And who possesses the privilege - the corporate client, the employee or both?

All information that is communicated between the external attorney and a client's employee, acting in the course of business as an agent or representative of the client, will be deemed to be confidential communication, and protected as such. The privilege is possessed by both the corporate client and the employee, in its capacity as such and acting in the course of business.

11 Does the privilege protect communications between non-lawyer employees of a corporate client if they are acting at the direction of counsel or gathering information to provide to counsel?

There are no rules or regulations that govern communications between non-lawyer employees of a corporate client if they are acting at the direction of counsel or gathering information to provide to counsel.

12 Must the attorney be qualified to practise in your country to invoke the privilege?

UAE

Article 2(c) of the Code of Ethics provides that the code shall apply to the following: (i) any practising lawyers within the UAE; (ii) any legal advisers of any nationality who are practising in the UAE; (iii) any law firm that is licensed in the UAE; (iv) any attorney or legal adviser who practises in a foreign jurisdiction but who has been granted a temporary licence to litigate or offer legal services in the UAE; and (v) representatives of a party who finds him or herself before an accredited arbitration tribunal in the UAE.

DIFC

The duty to maintain privilege is prescribed in Part C-8(6) of the DIFC Code of Conduct in the DIFC Courts. Hence the duty is applicable to those that are registered to practise and represent claims at the DIFC Courts.

ADGM

Pursuant to article 2(e) of the ADGM Rules of Conduct, a ‘lawyer’ is defined as a lawyer who is authorised to practise law in any jurisdiction by the body authorised to regulate the admission, licensing and conduct of lawyers in that jurisdiction, and who exercises a right of audience before the courts as defined in section 219 of the ADGM Courts Regulations; or has conduct of litigation in relation to proceedings in the courts.

13 Does the privilege extend to non-lawyer third parties? In which circumstances does the privilege protect communications with third parties if they are providing advice related to a legal matter? What measures in such circumstances should an attorney take to protect those communications?

As previously stated, the duty to maintain privilege stems from the general duty to treat any information that is communicated, where a non-lawyer third party is performing a role in their profession, as confidential. There are no specific measures that are prescribed by law for keeping communications confidential. An attorney should treat such information as they would treat any other information that is communicated to them in confidence.

14 Does the privilege apply to communications with potential clients?

UAE

Pursuant to the Code of Ethics, information that is communicated in confidence between an attorney and a client or third party will be confidential. Communications with a potential client would constitute communications with a third party and be subject to the duty of confidentiality.

DIFC

Under Part C-8(6) of the DIFC Code of Conduct, a duty is imposed on attorneys to keep any information confidential that is communicated to them in confidence by their client. There is nothing in the code to suggest that a general duty of confidentiality is also imposed.

Article 37 of the DIFC Law of Obligations (DIFC Law No. 5 of 2005) states there is a general duty “not to misuse specific information” that has been received, directly or indirectly, and that would be deemed to be confidential, in circumstances where they know or ought to know that the information in question is confidential. This general duty may be relied on in order to extend the privilege to communications with potential clients provided the information communicated is confidential in nature.

The definition of privilege given by the DIFC Courts, as is given above, may also have some application to potential clients given its broad categorisation of privileges.

ADGM

Pursuant to the ADGM Rules of Conduct, the attorney is obliged to keep any information confidential that is communicated to them in confidence by their client. There is nothing to suggest that a general duty of confidentiality is also imposed. However,

the ADGM Rules of Conduct do state that the lawyer must act with honesty, integrity and fairness, and as such keeping communications with potential clients confidential may fall under this ethical duty.

Ownership of the privilege

15 Does the attorney or the client hold the privilege? Who has rights under the privilege?

The client solely holds and has rights to maintain confidentiality over the information they have provided to their attorney.

The objective of the principle of confidentiality is to protect a client's access to the judicial system by allowing them to disclose all material information to their attorney without it being the case that such a disclosure would have negative repercussions or adversely affect them in the future.

16 Can the privilege be waived? Who may waive it?

In accordance with article 3(c) of the Code of Ethics, privilege can be waived at the request of the client or the rightful owner of the confidential information by the act of them giving written consent.

17 Is waiver all or nothing? Is it possible to waive the privilege for certain communications but not others?

It is possible for a waiver to be given to part of the communication where required for legitimate purposes.

A waiver may be provided in writing by the client for specified documents or communications. This allows for privilege to be retained in respect of other related documents or communications. Where the court feels that it would be in the best interests of the case, it has powers under article 19 of the Evidence Law (Federal Law No. 10 of 1992) to request the disclosure of any information it views as being key to developing an unbiased and full view of the facts and evidence that are being presented. Under the UAE legal system, however, there is no mandatory disclosure process required during a court proceeding.

18 If two defendants are mounting a joint defence, can they share privileged information without waiver? What about two parties with a common interest?

Before any confidential information can be shared it must be approved in writing by the party who has the legal right to retain confidentiality.

19 Is it common for attorneys and clients to agree to a confidentiality provision in a contract?

It is common and usual practice to see confidentiality provisions inserted into an engagement letter or have parties enter into non-disclosure agreements where requested by the client. In fact, it is deemed good practice to enter into non-disclosure or confidentiality agreements with third parties to provide additional protections to the client.

Enforcement considerations

20 Describe the legal basis of the rules governing the privilege. Are these rules found in a constitution or statute, or in case law?

There are no legal rules regarding privilege, but the laws protect privilege also based in statute.

21 Is the privilege primarily characterised as a procedural or evidentiary rule, or is it characterised as a substantive right?

Protection of confidentiality is characterised as a substantive right.

22 Describe any differences in how the privilege is applied in the criminal, civil, regulatory or investigatory context.

There are no differences between the ways in which confidentiality is applied in the criminal, civil, regulatory or investigatory context. It is applied the same way universally across the aforementioned contexts, although a breach of confidentiality only gives rise to a criminal penalty, unless a liquidated damages clause in the confidentiality provision in an agreement states a financial penalty.

23 Are the rules regarding the privilege uniform nationwide or are there regional variations within your country?

There are some Emirate variations within the UAE with respect to the rules on privilege. Different regimes apply between the UAE mainland, DIFC and ADGM.

The regulator of the legal profession that has authority over a particular Emirate may impose additional codes of ethics that apply to attorneys. This was demonstrated in Dubai when the Dubai Legal Affairs Department released its draft 'Charter for the Conduct of Advocates and Legal Consultants' in 2015.

24 Does a professional organisation enforce the maintenance of the privilege among attorneys? What discipline do attorneys face if they violate privilege rules?

UAE

Within the UAE the Ministry of Justice is responsible for the regulation of the legal profession at a federal level. Regarding enforcement of the rules of confidentiality, there is a committee that operates in the Ministry of Justice that is in charge of the supervisory process to ensure that the Advocates Law is correctly implemented.

Article 47 of the Advocates Law provides that any lawyer who breaches the duties of his profession will either receive a 'caution' (warning), suspension from practice for a period not exceeding two years or striking off their name permanently from the list of practising lawyers.

DIFC

Where an attorney breaches the DIFC Code of Conduct, the DIFC Court may impose sanctions issued through either the DIFC Registrar, the Chief Justice, the Director of the Academy of Law or any nominee of the Chief Justice (Part F-8). The sanctions that may be imposed include the following: (i) private or public warnings; (ii) payment of a fine (limited to US\$5,000 for individuals and US\$15,000 for firms); (iii) suspension from the Register of Practitioners for up to three years; and (iv) removal from the Register of Practitioners.

ADGM

Pursuant to article 8 of the ADGM Rules of Conduct, a lawyer to whom confidential information is disclosed by another lawyer, or by some other person and who is aware that the disclosure was inadvertent must not use the information. Pursuant to article 10 the Court may sanction a lawyer who has knowingly and intentionally breached any provision of said rules by making an order under Rule 203 of the ADGM Court Procedure Rules.

25 What sanctions do courts impose for violating the attorney–client privilege?

UAE

If attorney–client confidentiality is breached, the criminal court has jurisdiction to consider both sanctions in respect of both civil and criminal claims. Pursuant to Article 3(c) of the Code of Ethics, a lawyer shall provide compensation for any damages caused to anybody due to its failure to comply with their confidentiality obligation.

For criminal claims the sanctions imposed would be governed by the Penal Code where there is a breach of the confidentiality obligations. Pursuant to article 379 of the Penal Code, where a person that is entrusted with a secret in the course of carrying out their professional duties and they disclose it without legal justification they are deemed to have committed a crime. If found guilty of committing such a crime, the penalties imposed by the courts could be a prison sentence of not less than one year or a fine of not less than 20,000 dirhams, or both.

DIFC

Where an attorney breaches the DIFC Code of Conduct, sanctions may be imposed by the DIFC Court through the Registrar, the Chief Justice, the Director of the Academy of Law or any nominee of the Chief Justice. The sanctions that may be imposed include the following: (i) private or public warnings; (ii) payment of a fine (limited to US\$5,000 for individuals and US\$15,000 for firms); (iii) suspension from the Register of Practitioners for up to three years; and (iv) removal from the Register of Practitioners.

ADGM

Pursuant to article 10 of the ADGM Rules of Conduct, it is provided that the court may sanction a lawyer who has knowingly and intentionally breached any provisions of said rules by making an order under Rule 203 of the ADGM Court Procedure Rules.

26 How can parties invoke the privilege during investigations or court proceedings? Can the privilege be invoked on the witness stand?

There are various ways in which confidentiality may be protected by the parties. The Civil Procedures Code, the Criminal Procedures Code and the Law of Evidence would all apply when defences or claims are invoked in the courts.

27 In disputes relating to privilege, who typically bears the burden of proof?

The general rule is that the party claiming the breach of any obligation will bear the burden of the proof as they would be the plaintiff. It would be determined as a breach of confidentiality.

28 Does the privilege protect against compulsory disclosures such as search warrants or discovery requests? Is there a distinction between documents held by the client and documents held by the attorney?

Pursuant to article 3(c) of the Code of Ethics privileged information must be disclosed where there is a court order to that effect.

29 Describe the choice-of-law rules applied by your courts to determine which country's privilege laws apply. To what extent does your country recognise the validity of choice-of-law provisions in contracts, particularly as they apply to privilege?

Where parties enter into contracts in the UAE, they may typically elect to opt for foreign law to govern the legal relationship. This is with the exception of commercial matters dealing with: (i) property situated in the UAE; (ii) employment contracts; (iii) registered commercial agency; and (iv) contracts with UAE government entities.

The choice of law the parties elect to adhere to will be upheld by courts in the UAE provided that the foreign law provisions are not in conflict UAE Law, Islamic Shari'a principles, public order or the morals of the UAE.

However, the provisions that govern legal privilege and confidentiality are prescribed in the rules that govern the legal profession such as the Advocates Law and the Code of Ethics and it may not be possible to opt out of these rules in the same way.

Termination of the privilege

30 Does the privilege terminate on the death of either the attorney or the client?

Under the Civil Transactions Code, it is stipulated that in the event of a principal dying, in the context of an agent–principal relationship, an agency relationship would be extinguished. Under these circumstances, the principal would be the client. However, in accordance with article 3(c) of the Code of Ethics, the duty of confidentiality continues after the termination of the attorney–client relationship and claims for a breach of the duty can be brought at any time as there is no time limitation.

There are no rules in the DIFC or ADGM that legislate for the termination of privilege upon the death of either the attorney or the client, and this would be determined in accordance with English law principles.

31 Does the privilege terminate on the conclusion of the attorney–client relationship?

A duty of confidentiality continues after the termination of the attorney–client relationship and claims for a breach of the duty can be brought at any time as there is no time limitation. Privilege is not recognised.

32 Is the privilege destroyed if the client communicates information to the attorney to further a crime or perpetuate a fraud?

The duty of confidentiality is to be upheld unless such a disclosure is required to prevent a crime from being committed.

The DIFC and ADGM codes of conduct stipulate that knowledge obtained by an attorney in the course of acting for a former client remains confidential and as such cannot be disclosed unless the client provides their consent.

33 Is the privilege terminated if the attorney makes an inadvertent disclosure? If such a disclosure is made, can the attorney retrieve the privileged information or otherwise correct the error?

There is no provision under the Code of Ethics or any other legislation that addresses the termination of confidentiality or privilege in instances where there is an accidental or inadvertent disclosure of confidential information. However, where such a disclosure is made, attorneys, partners or any member of staff will be held liable regardless of whether or not the breach was inadvertent. As the attorneys practising in the UAE are usually members of bars from other jurisdictions, they also need to be careful if their disclosure gives rise to a reportable breach under their respective bar rules (for example, the SRA in the UK).

Where a disclosure of this kind is made, the attorney can attempt to retrieve or make a retraction of the disclosed information to mitigate the impact of the breach.

In circumstances where it is required by law, attorneys are typically permitted to disclose confidential information. This is evidenced in the Penal Code, in which there is an obligation for an attorney to report any information they have on the carrying out of a crime.

34 Is the privilege terminated if a third party is included in the communication or is subsequently forwarded the communication?

If a third party is included in the communication or is subsequently forwarded the confidential information and they are not a co-claimant with the client, then under UAE law this may be deemed to be an implicit waiver of the client-attorney privilege. The only way to ensure that privilege remains guaranteed is to have the third party agree to the confidentiality or privilege under article 3(c) of the Code of Ethics.



Rebecca Kelly
Morgan Lewis

Representing both the United Arab Emirates (UAE) and international entities regionally and internationally as a litigation and regulatory specialist, Rebecca counsels clients on arbitration, litigation, corporate and regulatory compliance. Her clients include companies involved in the construction, finance, technology, education, healthcare and pharmaceutical sectors, and they are based throughout the United States, Europe, Middle East and Asia Pacific. Over the past 15 years working in the Middle East, Rebecca has represented companies involved in global cross-border white-collar crime investigations, including guiding companies through FCPA and UK Bribery Act investigations as well as Middle East regulatory investigations. She is recognised as a leading legal expert in the Middle East and is consistently and globally ranked as a specialist in white collar crime. Rebecca is the Middle East lead for the firm's global crisis management team.



Nasma Al Sabe
Morgan Lewis

Nasma Al Sabe advises international and local clients on private equity, representing fund sponsors on the structuring, formation and operation of investment funds with a particular emphasis on private investment funds of various strategies. She also represents international and local clients, private companies, foreign contractors, developers and corporate investors on private equity, mergers and acquisitions, including the sale and transfer of shares in legal entities, general corporate, a variety of commercial transactions and arrangements and finance matters in industries such as real estate, energy, healthcare, technology, financial and telecommunications. Moreover, she advises clients on the legislative and regulatory considerations applicable when operating in the UAE marketplace, including the corporate formation process both in the UAE and its free zones. Nasma is fluent in English and Arabic and she has liaised with UAE government bodies and institutions in connection with various regulatory and licensing issues.

Morgan Lewis

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ABU DHABI, UAE
Abu Dhabi Global Market Square
Tel: +971.2.697.8800

Rebecca Kelly
rebecca.kelly@morganlewis.com

DUBAI, UAE
Emirates Towers Offices
Tel: +971.4.312.1800

Nasma Al Sabe
nasma.alsabe@morganlewis.com

www.morganlewis.com