

1

Welcome to the Twenty Sixth edition of our Newsletter. In this edition, we shall look into the concept of Commercial Agency in Jordan in accordance with the applicable legislation. The importance of this topic lies in the fact that it relates to goods that enter the Jordanian territory from outside Jordan. Accordingly, it is conceivable that in an agency relationship there are two parties, with one party being located inside Jordan and the other one being located outside Jordan and who might be a non-Jordanian (or a Jordanian practising his/her business outside Jordan). This Newsletter aims to provide an overview for information purposes of the legal framework in Jordan that governs and regulates the Commercial Agency concept.

From a legislative perspective, several of the Jordanian legislations have addressed the topic of an agency contract; the initiating step was through Articles (80) to (98) of the Jordanian Commercial Law No. (12) for the Year 1966, in which they were established the statutory rules regarding a commercial agency contract. Furthermore, the Jordanian legislator, in accordance with Articles (833) to (867) of the Jordanian Civil Law No. (43) for the Year 1976, has classified the commercial agency contract as one of the five types of legal relationships that fall under the concept of an employment contract. In addition to the aforementioned two legislations addressing the concept of an agency contract, in 2001 a specialized law was enacted in Jordan to address the concept of commercial agency and commercial mediation through the Commercial Agents and Mediators Law No. (28) for the Year 2001 (hereinafter referred to as the “**Law**”). Furthermore, in order to enforce the provisions of the Law, they came into force the “*Regulation for The Registration of The Commercial Agents and Mediators No. (31) for the Year 2002*”, and the “*Instructions for The Commercial Agents and Mediators for the Year 2004*”. Moreover, the Jordanian Court of Cassation decisions, although they are non-binding per se in the same manner as the precedents under common law are binding, still, they provide interpretations that should not be ignored, since the ‘precedents’ of the Court of Cassation provide an accurate description of the procedural steps to be followed for those wishing to practise commercial agency business in Jordan.

“The Jordanian legislator required the commercial agent to be registered in the Commercial Agents Registry to be able to practise the commercial agency business in Jordan duly. This requirement is mentioned in Article (5) of the Law which states “no person may practise the business of commercial agency or commercial mediation in the Kingdom, unless he is registered as the case may be, in the commercial agents registry or the commercial mediators registry”. Therefore, the effect of not being registered in the Commercial Agents Registry is that the non-registered commercial agent’s case shall not be heard before the Jordanian Courts.”



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Topic	Page Numbers
• Introduction	Page 3
• Differentiating Between Other Types Of Agency Contracts	Pages 3 - 6
• Elements Of a Commercial Agency Contract	Pages 6 - 8
• Registration is Mandatory for A Commercial Agent	Pages 8 - 9
• Commercial Agency Registration is a Mandatory Process	Pages 9 - 11
• Penalties For Not Registering As a Commercial Agent And For Not Registering The Agency	Page 11
• Prohibited Commercial Agencies	Pages 11 - 12
• Competent Court, Arbitration And Limitation Period	Pages 12 - 13
• Conclusion	Pages 13 - 14



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Introduction

To provide a detailed explanation of the commercial agency contract, it should firstly be specified who are the parties to a commercial agency contract. The first party is the **Principal**, who practises his/her business outside of Jordan and the second party is the **Agent**, who is the local Jordanian party. It is clear here that there are three elements that should be defined under the concept of a commercial agency, the first element being the commercial agency itself, the second element being the principal, and the third element being the agent, all of which are defined under the Jordanian Commercial Agents and Mediators Law.

The Law requires registration in the Commercial Agents Registry in order to practise commercial agency business in Jordan. Further, the Law requires the registration of any concluded commercial agency contract at the Commercial Agencies Registry, Ministry of Industry, Trade and Supply. In this Newsletter we shall discuss further those requirements and the consequences of failing to register in light of some decisions by the Jordanian Court of Cassation.

The Law imposes fines in case of failure to register as a commercial agent and failure to register a commercial agency. Accordingly, the articles of the Law will be cited, which state the

obligation to register together with the consequences of failure to duly register. The Law does not impose any restrictions on the type of goods entering Jordan, however, the Law prohibits Jordanians and non-Jordanians alike from practising the business of commercial agency or of commercial mediation in the import or sale of arms (weaponry). In this Newsletter, we shall further address what constitutes a prohibited activity in the field of a commercial agency in Jordan.

There are other aspects related to a commercial agency contract, such as determining the applicable law and the competent court in the event that any dispute arises between the agent and the principal; all those aspects shall be discussed in this Newsletter.

First: Differentiating Between Other Types Of Agency Contracts

In addition to the concept of “agency” under the Law that forms the subject of this edition, there are two other types of agency contracts. The first one is the agency contract that is governed by the provisions of the Jordanian Civil Law No. (43) for the Year 1976, and the second is the agency contract that is governed by the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments. In order to differentiate these two types of agency contracts from the agency



contract that is governed by the Law, we will first provide you with a brief overview of those two types of contracts before we discuss in more detail the agency contract that is the subject of this edition.

A. Agency According to The Civil Law

As aforementioned, the Jordanian legislator has classified an agency contract as a type of an employment contract in accordance with Articles (833) to (867) of the Civil Law. The agency contract in the Civil Law differs from the agency contract in the Commercial Agents and Mediators Law, as the agency contract in the Civil Law does not require the principal to be outside Jordan in order to distribute goods or services inside Jordan, as it is conceivable that the principal is located inside Jordan. However, there is nothing to prevent the application of a provision of the Civil Law to the commercial agent in the absence of a provision in the Law, but in the presence of a provision in the Law, the Law takes priority in application over any other law, because it is a private law and the private law supersedes the public law in compliance with the “precedent” decisions of the Court of Cassation.

¹ Article 80 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

B. Agency According To The Commercial Law

The second type of agency is in the field of commercial transactions that are governed by the Jordanian Commercial Law. In accordance with the Commercial Law, a commercial agency is an agency that is related to commercial transactions. It is referred to as an agency by commission; whereby the agent must work either under his/her own name or under the commercial name of the principal. Should the agent work under the name of the principal, then that does not constitute a commercial agency and the provisions of the Civil Law are applied instead.¹ However, since this type of agency is not subject to the Law that forms the subject of this newsletter, we will only provide a brief summary of it for informational purposes.

A commercial agency is solely used for commercial transactions, unless otherwise explicitly stated in writing.² An agent by commission is an agent who operates under his/her own name in the service of the principal in commercial transactions in exchange for a

² Article 82 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments



price³ and is responsible for any risks of the profession that he/she might encounter⁴. In addition, an agent by commission cannot conclude business with him/herself for the principal without receiving approval from the principal to that effect.⁵

Other than the risks of the profession, an agent by commission is not responsible for the non-performance of the agreed-on obligations of the individuals he/she has contracted with unless he/she has guaranteed the individuals or the commercial custom of the place where he/she resides mandates his/her responsibility. Should an agent by commission guarantee an individual, he/she is owed a special type of wage called the wage for a guarantee, which is determined by agreement or custom of the place he/she resides.⁶

An agent by commission operating under his/her own name garners the obligations of the contracts he/she concluded and is responsible towards the individuals he/she did business with as if the business was for his/her own self instead of the principal, who in turn cannot be held responsible

for these business matters.⁷ The obligations of an agent by commission are to fulfill the orders of the principal and to perform them by him/herself. There are some exceptions to this rule, which are as follows:

- A. There was an agreement between the agent by commission and the principal that permitted delegating to a third party.
- B. There was a custom that permitted delegating to a third party.
- C. There were circumstances that compelled to delegate to a third party.

Unless agreed to otherwise by both the agent and the principal, the agent's wage is due under all circumstances. The wage is to be determined by way of an agreement. If there is no agreement, then the tariff of the profession, custom or case is applied.⁸ The wage of an agent by commission is owed upon conclusion of the transaction even of the other party did not perform his/her obligations. However; should the non-performance of the other party's obligations be caused by the agent by commission, then he/she

³ Article 87 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

⁴ Article 91 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

⁵ Article 90 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

⁶ Article 92 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

⁷ Article 88 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

⁸ Article 81 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments



is responsible for the third party. In the cases where the transaction was not concluded, then the agent by commission can request damages for his/her effort in accordance with the “custom of the area”.⁹

In conclusion, a commercial agent is an agent who works under his/her own name in favor of the principal in exchange for a fee and is subject to the provisions of the Commercial Law. A commercial agent is referred to as an agent by commission and must perform the agreed-on services by him/herself as well as bear the responsibility of his/her actions, but not those of the individuals he/she has contracted with - except under specific circumstances (such as the case where an agent by commission guarantees the performance of those individuals).

That concludes our brief overview of the commercial agency under the provisions of the Commercial Law. We hope we have provided you with a concise summary of this type of contract and the services that can be rendered under it.

Second: Elements Of a Commercial Agency Contract.

The Law in Article (2) sets out definitions for each one of the “commercial agency”, the “principal” and the “agent”. Article (2) defines the commercial agency as “*a contract between the principal and the agent, under which the agent undertakes to import the products of his principal, or distribute, sell or offer them for sale, or provide commercial services inside the Kingdom or for his own account on behalf of the principal*”¹⁰. This definition denotes who are the two parties of an agency contract, the principal and the agent, and specifies the obligations of the agent under such contractual relationship, which are to import the products of his/her principal, or to distribute, sell or offer them for sale, or to provide commercial services inside the Kingdom or for his own account on behalf of the principal. In the same manner, Article (2) defines the principal as “*the producer or manufacturer or the distributor authorized by any of them, or the exporter or provider of a commercial service. The head office of any of them would be outside the Kingdom, and he would appoint an agent for*

⁹ Article 93 of the Jordanian Commercial Law No. (12) for the Year 1966 and its amendments

¹⁰ Unofficial translation of Article (2) of the Commercial Agents and Mediators Law.



him therein¹¹. In accordance with this definition, what is referred to as the principal is the party that produces a product outside Jordan and who seeks to find an agent inside Jordan to sell said product within the territory of Jordan. That means that a principal who produces a product inside Jordan and seeks to find an agent in Jordan to sell said product inside Jordan does not qualify under the aforementioned definition as a principal. Article (2) of the Law also defines the commercial agent as *“the person authorized by the principal to act as an agent or representative thereto in the Kingdom, or as a distributor of its products therein, whether as a commission agent or for any other consideration, or whether he works for his own account by selling products imported by him from the principal¹²”*. The commercial agent that is targeted through this definition is the one who imports products from outside Jordan and sells those products inside Jordan, but not outside Jordan. For example, if this agent represents the principal in Jordan and in other countries, and such agent has signed an agency contract for distribution in Jordan and elsewhere, then the law will be applied to goods that are distributed and sold in Jordan only. Furthermore, whoever

wishes to carry out the business of a commercial agency must have the Jordanian nationality pursuant to Article (3) of the Law which stipulates that *“the commercial agent or commercial mediator must be a Jordanian national, if he is a natural person, or a Jordanian company registered in accordance with the provisions of this law¹³”*.

In this regard, it has been specified who are the parties to a commercial agency contract. That means that the parties to any commercial agency contract are the principal and the agent and not for example an employer and an employee nor an owner and a contractor. Moreover, in order to determine whether the commercial agency contract is subject to the provisions of the Commercial Agents and Mediators Law or not, the geographical dimension is of a fundamental importance, which lies in the fact that the product must be imported, meaning that it should not be a Jordanian product and that the Jordanian market should be the final destination for said product. If there is a desire to distribute this product outside the Jordanian market, this

¹¹ Unofficial translation of Article (2) of the Commercial Agents and Mediators Law.

¹² Unofficial translation of Article (2) of the Commercial Agents and Mediators Law.

¹³ Unofficial translation of Article (3) of the Commercial Agents and Mediators Law.



contractual relationship shall not be governed by the Commercial Agents and Mediators Law.

Third: Registration Is Mandatory For A Commercial Agent

8

The Jordanian legislator requires that a commercial agent is registered in the Commercial Agents Registry in order to be able to duly practise the commercial agency business in Jordan. This requirement is mentioned in Article (5) of the Law which states that “no person may practise the business of commercial agency or commercial mediation in the Kingdom, unless he is registered as the case may be, in the commercial agents’ registry or in the commercial mediators’ registry¹⁴”. Therefore, the effect of failing to register in the Commercial Agents Registry is that the non-registered commercial agent’s case shall not be heard before the Jordanian Courts, whereby the Cassation Court held in case No. 4667/2014 that “the legislator imposed in the Commercial Agents Law the duty to register in the registries with the Ministry of Industry & Trade and registration is as follows: 1- Registering the same agent in the Commercial Agents Registry, as Article (5) of the Commercial Agents and Mediators Law stipulates that “no person may practise the business of commercial

agency or commercial mediation in the Kingdom, unless he is registered as the case may be, in the commercial agents registry or in the commercial mediators registry”. It becomes apparent from the previous text that a commercial agency business shall only be practised by an agent registered in the Commercial Agents Registry. Further, that the effect of an agent practising the business of commercial agency without being registered in the Commercial Agents Registry is that the case shall not be heard because the legal text came in an imperative form that the parties of the commercial agency contract have not any choice except to perform their duties in compliance with the articles of the Law and these articles are related to public order, thus the failure to register the agent initially entails rejecting the case and that it cannot be heard by the court, since the acceptance of the case is initially linked to the fulfillment of the capacity stipulated by the law, which is registration as a commercial agent¹⁵.

Failure to register leads to a serious negative consequence since the Jordanian courts will not hear any claim filed by the principal or the agent if the commercial agent is not duly registered in the Commercial Agents Registry. Therefore, the principal must ensure that the appointed agent is

¹⁴ Unofficial translation of Article (5) of the Commercial Agents and Mediators Law.

¹⁵ The Court of Cassation decision No. 4667/2014



duly registered to practise the business of the commercial agency.

Fourth: Commercial Agency Registration Is A Mandatory Procedure

A. A non-registered agency contract is a valid contract

As mentioned above, the commercial agent himself/herself must be registered, which is a mandatory step. The next mandatory step is to register the commercial agency concluded by the registered commercial agent, whereby Article (10/A) of the Law states that *“none of the parties to an agency not registered in accordance with the provisions of this law, shall enjoy any benefits granted by the law to the principal or to the commercial agent. However, a third party may institute a lawsuit, on the basis of not registered agency, if its actual existence is proved¹⁶”*. It becomes apparent from this article that the registration of a commercial agency is a mandatory step, however failure to register this agency does not render the agency void, rather the effect of not registering a commercial agency is that one is deprived of the benefits granted by the Law. The decision of the Cassation Court No. 4667/2014 has clarified this matter as follows:

¹⁶ Unofficial translation of Article (10/A) of the Commercial Agents and Mediators Law.

“none of the parties to an agency not registered in accordance with the provisions of this law, shall enjoy any benefits granted by the law to the principal or to the commercial agent”, meaning that the agent after he/she has registered himself/herself in the Commercial Agents Registry, he/she must also register each agency he/she concluded in the Commercial Agencies Registry in accordance with the provisions of Article (6/A/2) of the Law¹⁷.

B. Legal consequences of terminating a registered and a non-registered agency contract

Failure to register the commercial agency does not result in the invalidity of said agency, however, in that manner the parties are deprived of the benefits enjoyed by both the commercial agent and the principal under the Commercial Agents and Mediators Law. Those benefits are widening the scope of compensation for damage to include both actual damage and loss of profit in accordance with Article (14) of the Law; that makes the agent eligible to receive compensation representing the actual damage and the loss of profit in the event that the principal has terminated a commercial agency agreement, which had not expired yet and without any legal

¹⁷ The Court of Cassation decision No. 4667/2014



10 justification or error committed by the agent¹⁸. Accordingly, Article (15) of that Law obligates the principal and the new commercial agent jointly and severally to purchase the goods of the previous agent, which were included in the commercial agency and to do so at a cost price or at the local market price, whichever is lower. It also obligates the parties to fulfil all the obligations arising from the agency contract itself that the previous agent had a commitment towards third parties,¹⁹ in which the competent courts to settle any dispute arising from commercial agency contract are the Jordanian courts in compliance with Article (16/A)²⁰. Therefore, a non-registered commercial agency is a valid agency that produces its legal effects, but the parties to it do not enjoy the aforementioned benefits that are conferred under the Law. However, this does not preclude the application of the general provisions of the Civil Law to the disputes arising from a non-registered commercial agency. That means that Article (363) of the Civil Law shall be applied if the dispute arises from a non-registered commercial agency, considering that the compensation is for the damage resulting from the breach of the contractual obligation to the extent of the damage

actually occurred and it does not include the loss of profit²¹.

C. The required attestation of the commercial agency before it is duly registered

Article (8) of *the Instructions for The Commercial Agents and Mediators for the Year 2004* clarifies the attestation that must be performed in order to register the commercial agency duly, which are as follows: -

“For approval of the commercial agency registration, the commercial agency contract must be certified as follows:

A. From the notary public or from the chambers of commerce in the country of the principal

B. From the Jordanian embassy in the country of the principal, or any other body that takes its place, for the purposes of attesting the documents.

C. From the Ministry of Foreign Affairs in the Hashemite Kingdom of Jordan.

¹⁸ Article (14) of the Commercial Agents and Mediators Law.

¹⁹ Article (15) of the Commercial Agents and Mediators Law.

²⁰ Article (16/A) of the Commercial Agents and Mediators Law.

²¹ Article (363) of the Jordanian Civil Law.



D. From the Ministry of Justice in the Hashemite Kingdom of Jordan²²”.

11

Concisely, the registration of the commercial agency is a mandatory procedure in accordance with the provisions of the Law, however the non-registered commercial agency contract is a valid contract, but it will be subject to the provisions of the Jordanian Civil Law rather than the provisions of the Commercial Agents and Mediators Law. However, the Commercial Agents and Mediators Law confers various benefits that include the actual damage as well as the loss of profit, while the Civil Law awards the actual damage, but without the loss of profit.

Fifth: Penalties For Not Registering As A Commercial Agent And For Not Registering The Commercial Agency

Article (18/A/2/3) of the Law sets out the penalties that will be imposed in the event of failure to register as a commercial agent and in the event of failure to register any commercial agency which are as follows: -

Article 18/A/2/3 of the Law states:

²² Unofficial translation of Article (8) of the 2004 Instructions for The Registration of The Commercial Agents and Mediators

A. Without prejudice to a stricter penalty provided elsewhere in the law, a fine of no less than five hundred Jordanian dinars and not more than two thousand Jordanian dinars shall be imposed on anyone who:

2- Misrepresented in the correspondence or letterheads of his commercial business, or announced in any way whatsoever, that he/she was a commercial agent or commercial mediator, without being registered.

3-Defaulted in registering his/her commercial agency, in conformity with the provisions of this Law²³.

Sixth: Prohibited Commercial Agencies

The Jordanian legislator has intervened through Article (12) of the Law and prohibits Jordanians and non-Jordanians from practising a commercial agency business related to the import or sale of weaponry, their spare parts, complementary or developing parts, or ammunitions supplied to the Jordanian Armed Forces and other security bodies, including the maintenance of such arms and the insurance of such weaponry. Furthermore, the Council of

²³ Article (18/A/2/3) of the Commercial Agents and Mediators Law.



17

Ministers may, upon the recommendation of the competent authority, prohibit the practice of commercial agency in any contracts concerning the import of supplies, appliances, equipment, machinery and their spare parts for the Jordanian Armed Forces and other security bodies. This prohibition may include the maintenance or insurance of these materials. And any other services that can be provided to Jordanian Armed Forces and other security bodies²⁴.

In the event of a breach of Article (12) of the Law, the same law imposes sanctions against any violators, with Article (18/B) of the Law stipulating that *“anyone who violates the provisions of Article (12) of this law, shall be punished by imprisonment for a period of not less than six months and not more than one year, and by a fine of not less than ten thousand dinars and not more than twenty five thousand dinars, or by one of these two penalties, in addition to the commissions earned by him, or which were bound to be paid to him, or which he was promised to obtain, if these were known, and which shall be subject to the court’s appraisal in case they were not quantified²⁵”*.

²⁴ Article (12) of the Commercial Agents and Mediators Law.

²⁵ Unofficial translation of Article (18/B) of the Commercial Agents and Mediators Law.

Seventh: Competent Court, Arbitration And The Limitation Period for Bringing A Claim

A. Competent Court

Article (16/A) of the Law stipulates that the jurisdiction rests with the Jordanian courts in disputes related to commercial agencies, and that the applicable law is the Jordanian law²⁶. However, in a judicial decision by the Court of Cassation with No. 4209/2002, the Cassation Court opined that the jurisdiction of the Jordanian courts is not exclusive, in those cases in which the parties to the commercial agency contract have agreed otherwise²⁷.

B. Resorting to arbitration in commercial agency disputes

In a recent judicial decision issued by the Cassation Court on 14/06/2022, with No. 916/2022, the Jordanian Court of Cassation held that since the provisions of Article (2) of the 1958 New York Convention require that each contracting state shall recognize a written agreement in which the parties undertake to submit to arbitration all disputes which have arisen or which may arise between the parties in

²⁶ Article (16/A) of the Commercial Agents and Mediators Law.

²⁷ The Court of Cassation decision No.4209/2002



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respect of a defined legal relationship, whether contractual or not, this means that in the event a case is instituted before the courts of the contracting state related to an agreement that included an arbitration provision, the court will not hear the case and shall refer the dispute to arbitration, since the international convention takes priority in its enforcement over national law. Consequently, in the above noted example of the judicial decision, Article (16) of the Law which refers any dispute arising from a commercial agency contract to Jordanian courts shall not be applied; in said decision, due to the fact that both parties of the agreement have agreed that the German Arbitration Institute shall settle any dispute that may arise from the commercial agency contract, and because this is a valid arrangement since it does not violate the law or public order in Jordan. The reasoning behind said decision is that although the Jordanian law prohibits an agency dispute to be heard by a foreign court, a foreign arbitral tribunal is not considered as a foreign court and thus it is not included in the prohibition. Consequently, when there is an agreement between the two parties to the agency to submit the dispute to a foreign arbitral tribunal that does not mean that this dispute has been submitted to

a foreign court and accordingly, submitting an agency dispute to arbitration is a valid procedure²⁸.

C. Limitation period for claims in a commercial agency contract

Article (16/B) of the Law states that “*no lawsuit concerning any dispute or conflict arising from the commercial agency contract shall be heard after the lapse of three years from the expiry of the contract or from its termination for any reason whatsoever*”²⁹. In order to implement the provisions of this article, the commercial agency must be registered. Otherwise, and in accordance with the Cassation Court decision No. 2930/2011, which under Jordanian law although it is not binding in the same manner that a common law precedent is binding, it bears a certain weight when similar cases are heard. Where the Court of Cassation held that Article (16/B) of the Law does not apply to non-registered commercial agencies with respect to the limitation period. This means that applying Article (16/B) of the Law is contingent on registration of the commercial agency contract³⁰.

²⁸ The Court of Cassation decision No. 916/2022

²⁹ Unofficial translation of Article (16/B) of the Commercial Agents and Mediators Law.

³⁰ The Court of Cassation decision No. 2930/2011.



Eighth: Conclusion

When signing a commercial agency contract for an agency in Jordan, the provisions of the Jordanian Commercial Agents and Mediators Law should be considered in terms of registering the agent in the Commercial Agents Registry as a first step and then registering the commercial agency itself. Therefore, the principal must ensure that their agent in Jordan is registered in the Commercial Agents Registry. Moreover, that their prospected agent has registered the commercial agency itself.

The importance of registration lies in the fact that it will maintain the rights of both parties of the commercial agency contract, the principal and the agent, noting that the Commercial Agents and Mediators Law provides this legal protection only within the borders of the Hashemite Kingdom of Jordan.



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If you would like to discuss further any aspects of this Newsletter, please feel free to get in touch with one of our lawyers, using the contact details in the Contributors section below.

If you feel that other persons would be interested to read this Newsletter, please feel free to share this Newsletter.

If you wish not to have our upcoming Newsletter or if you wish to amend the contact details, please inform us by sending an email to info@hammourilaw.com, titled “non-subscription” and/or “amending the contact details”.

Warm regards,

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17



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ABOUT HAMMOURI & PARTNERS ATTORNEYS AT-LAW

Hammouri & Partners Attorneys at-Law, is a Jordanian multi-practice law firm, founded over two decades ago (established in 1994) by the late Professor Mohammad Hammouri. Professor Hammouri was a renowned Jordanian attorney and an arbitrator, a former Minister of Culture and National Heritage and a former Minister of Higher Education, who wrote a plethora of books, primarily on constitutional rights. Professor Mohammad Hammouri also founded the first School of Law in the Hashemite Kingdom of Jordan at The University of Jordan, in which he was its first dean. Today, the firm is managed by Dr. Tariq Hammouri, a distinguished academic and attorney and a former Minister of Industry, Trade and Supply. Dr. Tariq Hammouri is both an experienced attorney and an arbitrator, an expert in the Corporate sector, Commercial Transactions, Financial Markets, Banking Law and International Trade. He is an Associate Professor at the School of Law, University of Jordan and (formerly) the Dean of the School of Law. Dr. Hammouri is also an officially appointed member of the International Center for Settlement of Investment Disputes (ICSID) Panel of Arbitrators upon designation by the Government of the Hashemite Kingdom of Jordan, for the period of 2020 to 2026.

Hammouri & Partners team consists of 25 attorneys and a number of other professionals working in the firm's specialized departments, providing professional legal services at a local, regional and international level.

The firm's legal services cover numerous areas of practice, including the following: Corporate and Commercial Law (whether that is corporate set-up or drafting of all types of commercial agreements), Intellectual Property Law, Banking and Finance Law (the Firm advises local and international banks regarding all Banking Transactions and Regulatory Compliance). Additionally, the Firm's Litigation and Arbitration department have the capabilities and competence to represent parties in the most complex and novel legal matters, as it encompasses expertise in several areas of law, whether it is before courts or arbitral tribunals. Hammouri & Partners Attorneys at-Law was one of the first firms in Jordan to establish a specialized International department to cater for the needs and requirements of international clients on an array of tasks with an international element, such as those regarding bilateral and international trade negotiations, projects, contracts and others.

In addition to what has previously been stated, Hammouri & Partners provides legal advice and consultation to various industries such as those of Construction & Infrastructure, Manufacturing, Engineering, Trade, Securities and Energy, as some of its clients are major energy, healthcare, information technology and telecoms companies.

Hammouri & Partners Attorneys at-Law provides its broad services throughout Jordan as well as worldwide, through established collaborations with reputable law firms in the MENA region, Europe, the United Kingdom and the USA. Hammouri & Partners has earned regional and international acclaim by the most reputable legal directories. Chambers and Partners Global, International Financial Law Review (IFLR 1000) and the Legal 500, all highlight Hammouri & Partners as a leading law firm in the Jordanian legal services industry.



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