



# Newsletter

| 66<sup>th</sup> Edition, March 2026 |

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Welcome to the 66<sup>th</sup> edition of our newsletter. In this edition, we will present to our readers the following:

**Section A of this issue**, will shed light on a number of important legal topics and developments, namely: The Official Gazette in Jordan, cheques under Jordanian law, developments in intellectual property, and debtor imprisonment under the Jordanian Execution Law.

**Section B of this issue**, dedicated to matters pertinent to SMEs, will cover the topic of Instructions Regulating the Activity of Loan-Based Crowdfunding No. (2) of 2026 – Part Two.

**Section C of this issue**, dedicated to matters pertinent to the jurisdiction of Iraq, dives into the topic of the Commercial Agent under Iraqi Law.

**Section D of this issue**, dedicated to matters pertinent to the jurisdiction of UAE, will cover the topic of Data Protection Law in the Dubai International Financial Centre (DIFC) in Light of the European General Data Protection Regulation (GDPR).

**Section E of this issue**, dedicated to matters pertinent to the jurisdiction of Syria, dives into the topic of the Protection of Industrial and Commercial Property in the Syrian Arab Republic.

*"These legal topics and developments occupy a prominent place at the forefront of legislative and practical attention in Jordan, most notably the Official Gazette, cheques under Jordanian law, developments in intellectual property, and debtor imprisonment under the Jordanian Execution Law, highlighting their substantive developments and direct practical implications."*

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## SECTION A: Jordan office – International Department

### First: The Official Gazette in Jordan: Definition, Legal Importance, Issuance Mechanism, and Recent Developments up to 2026

#### Introduction

The Official Gazette (Al-Jarida Al-Rasmiia) of the Hashemite Kingdom of Jordan constitutes the cornerstone for the publication of legislation, regulations, and government decrees and decisions. It serves as the legal instrument through which both the public and competent authorities are formally informed of developments within the national legal system. Since its inception in the early years of the Jordanian state, the Gazette has played a pivotal role in documenting Jordan's legislative and regulatory activity, while ensuring transparency in government functions. In line with Jordan's ongoing development and the increasing need to keep pace with technological advancements, the Gazette has undergone significant changes, the most recent being legislative amendments and related developments up to 2026, which have conferred on electronic publication the same legal and evidentiary effect as print publication. This paper seeks to provide a concise academic analysis of the Jordanian Official Gazette through three main areas: its definition and legal function, its legal significance, and its issuance mechanism, while further highlighting the most recent amendments and relevant developments.

#### First: Definition of the Official Gazette and Its Legal Function

The Official Gazette of the Hashemite Kingdom of Jordan was established by Law No. (29) of 1949, laying the foundation for its role as the sole official medium issued by the Prime Ministry for publishing laws, regulations, decisions, orders, notices, royal decrees, and other official announcements, and it has since undergone several amendments, most recently in 2025, to adapt to evolving legal and administrative needs. Published in Arabic, the Gazette also includes official English translations of laws

and regulations when available, and critically, no legislation or resolution becomes enforceable until it appears in its pages. As of March 2026, after more than seventy-five years of continuous publication, the Gazette has reached issue number 6037, a testament to its long-standing history and enduring importance as the definitive record ensuring transparency, validity, and accessibility of Jordan's legal framework. Its legal function lies in being the instrument through which legislation and government decisions acquire binding legal force. As a general rule, instruments designated by law for publication become enforceable in accordance with their applicable entry-into-force provisions, typically upon publication in the Official Gazette unless provided otherwise. Publication in the Gazette is therefore a fundamental condition for the commencement of legislation, with direct legal consequences for individuals and public and private entities.

Over time, the Gazette's role has expanded beyond publication and now serves as a historical record of Jordanian legislation and an indispensable reference for legal researchers, judges, lawyers, and government bodies. It also allows citizens and stakeholders to access all legislation and decisions affecting their daily lives, thereby reinforcing transparency and the rule of law.

#### Second: The Legal Importance of the Official Gazette

The legal importance of the Gazette stems from its status as the sole recognised medium for publishing legislation and government decisions, making it the primary guarantee of public awareness of new or amended laws and regulations. Publication in the Gazette entails several key legal consequences:

- **Condition for validity:** Publication is a prerequisite for legislation to take effect. A law or regulation enters into force upon the lapse of 30 days from its publication in the Official Gazette, unless the law provides otherwise. This principle, enshrined in the Jordanian Constitution and the Official Gazette Law underpins the enforceability of legislation.
- **Proof of existence:** Legislation or decisions cannot be invoked before courts or official bodies unless they are published in the Gazette. The Gazette enjoys official and absolute evidentiary authority as to publication and the text

as published, and challenges to its content are limited to specific legal procedures such as claims of forgery or correction of material errors, without prejudice to challenges relating to legality or constitutionality, where available.

- **Unified source of law:** The Gazette prevents multiplicity or conflict of legal texts by serving as the single authoritative source. Archived issues allow researchers to trace legislative developments and understand their historical context, which is crucial for interpretation and application.

- **Digital transformation:** Recent amendments have granted electronic publication equivalent legal and evidentiary effect to print, enhancing accessibility, reducing delays between enactment and public awareness, and enabling electronic searches of legal texts.

- **Procedural safeguards:** The Gazette determines deadlines for appeals and objections to administrative decisions, as statutory time limits may run from the date of publication or official notification, depending on the type of decision. This ensures that procedural rights are protected in accordance with the governing legislation applicable to the relevant instrument.

### Third: Issuance Mechanism of the Official Gazette in Jordan and Recent Developments up to 2026

1. Responsible authorities: The Prime Ministry oversees the issuance of the Gazette, with a specialised unit preparing and publishing it in coordination with the Legislation and Opinion Bureau, which reviews and drafts legislation prior to publication. The Ministry of Finance manages distribution and subscription fees.

2. Publication process: According to the law and its amendments, the Gazette may be issued in print or electronically by decision of the Prime Minister, without a fixed monthly schedule. Special issues may be published when necessary. Copies are distributed free of charge to official departments, members of Parliament, and other designated officials.

### 3. Recent legislative amendments:

- Legal recognition of electronic publication: Electronic publication now carries the same legal authority as print.
- Flexible issuance format: The Prime Minister may decide whether to publish in print or electronically, eliminating the obligation of print publication.
- Administrative restructuring: The position of Director of the Official Gazette has been abolished, with responsibilities transferred to a specialised unit within the Prime Ministry.
- Free public access: Citizens and stakeholders can now access the Gazette electronically via the Prime Ministry's official website.
- Unified legal authority: Both print and electronic versions enjoy equal evidentiary authority, with challenges limited to legally defined procedures.

### Conclusion

The Jordanian Official Gazette remains a cornerstone of the country's legal and administrative system. It is the official medium for publishing legislation and government decisions and the primary guarantee of public awareness of legal developments. The recent legislative amendments and related developments up to 2026 have strengthened its role by granting electronic publication full legal authority, ensuring free public access, and unifying the evidentiary value of print and electronic formats. Despite the technical and legal challenges posed by digital transformation, the opportunities it offers to enhance transparency and accessibility far outweigh the obstacles. The Gazette, in both print and electronic forms, continues to serve as the authoritative official record for legislation in Jordan, safeguarding the rule of law, protecting rights, and promoting good governance in the modern Jordanian state.

## SECTION A: Jordan office – International Department

### Second: Cheques under Jordanian Law: Legal Nature, Criminal Liability Exposure, Enforcement, Risk Management, and Debtor Imprisonment

#### Introduction

Cheques remain a widely used payment instrument in Jordan due to their operational simplicity and their historically strong recoverability profile. Recent legislative reforms have, however, materially reshaped the cheque landscape by prospectively limiting the cheque-related criminal regime under Penal Code, Article 421, for cheques issued after a specified cut-off date, and by restricting debtor imprisonment in execution in respect of non-performance of contractual obligations, subject to limited statutory exceptions.

This newsletter set out a practical overview of the legal nature of cheques, the scope of criminal liability exposure, civil and execution enforcement pathways, the debtor imprisonment framework, and key risk management recommendations, with particular emphasis on the practical cut-off date of 25 June 2025 and its implications.

#### First: Applicable Legal Framework

**Cheques are governed by an interlocking set of rules, primarily:**

1. the commercial paper provisions of the Jordanian Commercial Code No. 12 of 1966 and its amendments;
2. the penal provisions of the Jordanian Penal Code No. 16 of 1960 and its amendments, in particular Article 421 as amended by Law No. 10 of 2022, within its remaining temporal scope in respect of cheques issued before the relevant cut-off date; and
3. the enforcement framework under the Jordanian Execution Law No. 25 of 2007 and its amendments, including Law No. 9 of 2022, governing compulsory execution, objections, asset attachment and tracing,

travel restrictions where available, and debtor imprisonment, including its post-amendment limitations and statutory exceptions.

#### Second: Legal Nature of a Cheque and Practical Consequences

1. A cheque is, in law, a payment instrument payable at sight, although in market practice it is often used as a deferred payment or credit support tool. The use of cheques as standalone credit security should be supported by credit assessment and a robust security package.
2. Formal validity and proper execution are critical to recovery strength and to reducing procedural objections, including signature denial and forgery allegations.
3. Transferability requires strong internal controls to preserve the chain of custody and mitigate disputes around endorsement, possession, and authenticity.

#### Third: Criminal Liability Exposure and the 25 June 2025 Cut-Off Date

Pursuant to Law No. 10 of 2022 amending the Jordanian Penal Code, Article 421, insofar as it relates to cheques, is inapplicable to cheques issued after the lapse of three years from the date the amending law entered into force. Since the amending law entered into force on 24 June 2022, the practical cut-off date is 25 June 2025. Accordingly, cheques issued on or after that date fall outside the scope of Article 421 as it applies to cheques, whereas cheques issued before that date remain, in principle, subject to the criminal regime applicable at the time of issuance. Accordingly, recovery strategies for newly issued cheques should no longer be premised on the availability of Article 421 as a routine pressure lever, and should instead place greater emphasis on civil enforcement, execution tools, documentary discipline, and stronger security arrangements.

#### Fourth: Civil Enforcement and Recovery

In practice, successful recovery will often depend on having a clear and properly documented claim. This usually includes the underlying contract, purchase orders,

invoices, delivery and acceptance records, and preservation of original documents with a reliable record of custody. It is also important to be prepared for common objections, such as denial of signature, allegations of forgery, claims of set-off, settlement arguments, or disputes over performance.

#### **Fifth: Constraints on Debtor Imprisonment and Their Practical Impact on Recovery**

Under the amended Jordanian Execution Law, debtor imprisonment is no longer available as an enforcement measure in respect of non-performance of contractual obligations, save for real estate lease contracts and employment contracts. This reform was introduced through Article 10 of Law No. 9 of 2022 amending the Jordanian Execution Law, which added paragraph (f) to Article 22 of the original law and deferred the effectiveness of this restriction for three years from the date the amending law entered into force. Since the amending law entered into force on 24 June 2022, the restriction became operative in practical terms as of 25 June 2025. This position should, however, be read together with the wider framework of the Execution Law, particularly Article 23 as amended, which imposes further limitations on debtor imprisonment while preserving certain precautionary measures, including travel bans, where the statutory conditions are satisfied.

#### **Practical Implication**

This development is likely to affect recovery planning in contractual debt matters, as debtor imprisonment can no longer be assumed to be routinely available in the same manner as before. As a practical matter, this increases the importance of early enforcement planning, asset identification, and the use of stronger security and credit support structures where commercially appropriate.

#### **Sixth: Risk Management Recommendations**

In light of the recent reforms, a number of practical safeguards may warrant closer attention in cheque-based and deferred payment transactions.

#### **A) Transaction acceptance and payment structuring**

Parties may wish to consider whether post-dated cheques are being used as the sole form of comfort in higher-risk transactions or in ongoing supply relationships. Depending on the risk profile, it may also be commercially sensible to review credit exposure periodically and, where possible, to align payment obligations with delivery or performance milestones.

#### **B) Security enhancement**

For higher-value or higher-risk transactions, parties often consider whether additional support mechanisms would be appropriate, such as on-demand bank guarantees, properly structured surety arrangements, collateral, or other enforceable security packages. Upfront payments or milestone-based payments may also help reduce overall exposure.

#### **C) Documentation and evidentiary readiness**

The practical strength of any recovery position will often depend on the quality of the supporting documentation. This commonly includes the contract, purchase orders, invoices, delivery records, acceptance documents, and preservation of originals. Clear drafting of payment triggers, objection periods, cure mechanisms, and contractual consequences may also help reduce later disputes.

#### **D) Early recovery preparedness**

Where payment difficulties arise, outcomes will often depend on how early the matter is documented and pursued. Formal notices, complete supporting records, and careful handling of original documents may all become important, particularly where denial of signature, forgery allegations, settlement discussions, or restructuring arrangements later arise. Where a debt is restructured, it is generally preferable for that arrangement to be documented clearly in writing, including the outstanding amount, payment schedule, and any additional security, where applicable.

#### **Conclusion**

The recent reforms have materially altered cheque recovery dynamics in Jordan, particularly in relation to cheques issued on or after 25 June 2025, and have further narrowed the availability of debtor imprisonment in execution in respect of

non-performance of contractual obligations, subject to limited statutory exceptions. In this evolving legal landscape, businesses should recalibrate their credit and recovery strategies by placing increased reliance on enforceable security arrangements, rigorous documentary discipline, and early enforcement action in order to preserve recovery prospects, reduce recovery timeframes and costs, and mitigate enforcement risk.

## SECTION A: Jordan office – International Department

### Third: INTELLECTUAL PROPERTY UPDATE- WIPO Nice Classification 2026 (NCL 13-2026) Practical Implications for Trade Mark Filing, Portfolio Management, Clearance and Watch

#### Introduction

The Nice Classification is the international system used to classify goods and services for trade mark applications and registrations. It is widely applied by trade mark offices worldwide and remains a key reference under the **Madrid System** administered by the World Intellectual Property Organization (WIPO). With effect from 1 January 2026, the thirteenth (13<sup>th</sup>) edition, version 2026 (NCL 13-2026), entered into force. While the total number of classes remains unchanged at 45, the new version introduces a number of updates of practical importance, including the transfer of certain goods and services from one class to another, as well as additions, deletions, and wording changes within existing classes. These changes may affect filing strategy, specification drafting, portfolio review, and the scope of clearance and watch searches.

#### First: WIPO transitional approach under the Madrid System

WIPO has clarified the transitional application of NCL 13-2026 under the Madrid System. In summary, the new edition applies to international applications received by the Office of origin on or after 1 January 2026. It also applies to international applications received by WIPO

on or after that date where transmission from the Office of origin took place outside the relevant two-month period. For records classified under the new edition, WIPO adds the notation “NCL (13-2026)” next to the list of goods and services in the relevant notifications, registration certificates, and publications. Earlier international registrations are not automatically reclassified under the new edition.

In practical terms, this means that older registrations may continue to appear under the previous class position, while new filings for the same or similar goods or services may appear under a different class under NCL 13-2026. This is particularly relevant for clearance and watch work, as a search limited to one class may not capture the full picture in affected cases.

#### Second: Where to check the 2026 updates

WIPO has published the 2026 updates across a number of official references, and these are best read together.

(a) **Annex I to Madrid Information Notice No. 37/2025** identifies the goods and services that have been moved from one class to another.

(b) The “**Modifications**” section in the **Nice Classification New Electronic Publication (NCLPUB)** sets out the broader updates introduced by the new edition, including additions, deletions, revised wording, and updates to class headings and explanatory notes.

(c) The **Revision File**, together with **Annex II guidance**, provides a structured comparison between the 2025 and 2026 versions and helps identify whether a term has been added, deleted, changed, or transferred.

From a practical perspective, Annex I is the primary reference where the issue concerns class transfer, while the other WIPO materials are particularly useful for confirming wording changes and related drafting adjustments.

#### Third: Examples of changes with practical impact

Some of the 2026 changes are especially important because they move certain goods from one class to another. This

matters in practice when preparing new applications, reviewing existing portfolios, and conducting clearance or watch searches. A filing under the wrong class may lead to objections, while a search limited to one class may miss relevant earlier rights.

**By way of illustration:**

(a) Eyewear-related goods have been moved from Class 9 to Class 10, including spectacles, spectacle lenses, spectacle frames, contact lenses, and sunglasses.

(b) Certain emergency and rescue-related items have been moved from Class 9 to Class 12, including fire engines, lifeboats, life-saving rafts, and evacuation chairs.

**Fourth: Key practical implications**

For applications filed from 1 January 2026 onward, goods and services should be reviewed against NCL 13-2026, and the updated class position should be used where relevant. This should help reduce avoidable objections, formalities issues, and delays during examination.

Earlier registrations are not automatically moved to the new class. As a result, the same commercial product or service may appear in different classes depending on the filing date. This should be taken into account when reviewing portfolio coverage and assessing whether any further filing steps may be commercially justified.

Clearance and watch strategies should also be adjusted where goods or services have been transferred between classes. In affected cases, it may be prudent to review both the former class and the new class in order to capture both older records and newer filings, and thereby reduce the risk of missing relevant prior rights or competing applications.

**Jordan: practical reflection on local trade mark filings**

From a practical perspective, NCL 13-2026 should be taken into account when preparing trade mark applications in Jordan, bearing in mind that this update

may not yet have been fully reflected in local practice. Accordingly, goods and services in new applications should be reviewed in accordance with the practice actually applied by the competent office at the time of filing, while also taking the new updates into account, particularly in multi-jurisdictional matters.

**Conclusion**

NCL 13-2026 does not alter the overall class structure, but it introduces targeted updates that have practical consequences for filing, classification, clearance, and watch work. The key response is therefore twofold: first, to align new filings with the updated class position and wording; and second, to ensure that search and monitoring strategies are adjusted where transferred indications may create gaps between older and newer records.

**SECTION A: Jordan office – International Department**

**Fourth: Debtor Imprisonment under Jordanian Execution Law after 25 June 2025: Limits, Exceptions, and Alternative Enforcement Measures**

**First: Introduction**

In broader legal and human rights discourse, contemporary legal jurisprudence and international human rights conventions—particularly Article 11 of the International Covenant on Civil and Political Rights (ICCPR)—have led to a radical shift in legal philosophy regarding compulsory execution. In Jordan, that shift has been reflected in the amendments introduced to the Execution Law. Historically, the imprisonment of a debtor was viewed as a primary means of coercion to compel the debtor to fulfill their obligations, as the traditional rule dictated that a creditor’s guaranteed by



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the debtor's body. Article 11 of the aforementioned Covenant, which provides that “no one shall be imprisoned merely on the ground of inability to fulfill a contractual obligation” forms part of the broader international human rights framework and reflects an international standard with which the amendments introduced on 25 May 2022 to the Jordanian Execution Law No. 25 of 2007, as amended (“**the Execution Law**”), appear to align. From a practical perspective, these amendments appear to seek a balance between the creditor’s right to recover funds and the debtor’s right to liberty, particularly where the debtor’s insolvency results from circumstances beyond their control rather than deliberate evasion. The core concept underlying these amendments is that the debtor’s financial estate, rather than the debtor’s person, constitutes the general security for creditors’ rights. In other words, enforcement is to be directed primarily against the debtor’s assets, while imprisonment remains an exceptional measure to be applied within the narrowest limits, in alignment with the general principles reflected in the Jordanian Civil Code No. 43 of 1976 (“**the Civil Code**”).

The 2022 amendments to the Execution Law did not render all amended provisions effective as of 25 June 2025. Rather, 25 June 2025 is the date on which Article 22(F)(1) became operative pursuant to Article 22(F)(2), which deferred its application for three years. This deferral appears to reflect the direct and significant impact of Article 22(F)(1) on enforcement mechanisms and debt documentation practices, while seeking to reconcile contemporary human rights standards with the preservation of creditors’ rights.

This newsletter aims to outline the new legislative reality, explain its implications, highlight the amended legal provisions, and clarify the restrictions contained therein.

### **Second: Imprisonment Subject to Proof of the Debtor’s Financial Capacity**

To clarify the general rule it is necessary to examine

the provisions of Article 22 of the Execution Law and its amendments, which permit the imprisonment of the debtor in two cases: failure to pay the debt, or failure to offer a settlement commensurate with their financial capacity during the execution notice period of 15 days following notification of the execution claim filed against them. This is provided that the imprisonment period does not exceed 60 days per year for a single debt, while the total period of imprisonment may not exceed 120 days in the same year, regardless of the number of creditors.

The Execution Judge determines the duration of imprisonment in proportion to the amount subject to execution.

### **Third: Imprisonment Without the Need to Prove the Debtor’s Financial Capacity**

The legislator granted a legal mechanism entitling the creditor to imprison their debtor without the need to prove the debtor's financial capacity before the competent Execution Judge in specific cases, in recognition of certain sensitive legal positions, as follows:

- Compensation for damages arising from a criminal offence.
- Adjudicated alimony debt, where each instalment is considered an independent debt.
- Adjudicated dower (Mahr) for the wife.
- Refusal to hand over a minor entrusted to the debtor’s custody, as well as failure to comply with the execution of a visitation ruling, where imprisonment may be renewed until compliance.

### **Fourth: Imprisonment for Contractual Obligations**

Since the jurisprudential rule dictates that "an exception cannot be analogized, nor can its interpretation be

expanded" the law specified the exclusive cases under which execution imprisonment can be imposed within the narrowest scope. In doing so, the legislator has taken into account the protection of public interest, and Article 22/F/1 stipulates the following: "It is not permissible to imprison a debtor if they are unable to fulfill a contractual obligation, with the exception of real estate lease contracts and employment contracts".

In order to apply the provisions of this Article, it must be interpreted in a manner consistent with the law. One of the sources of obligation is the contract, which Article 89 of the Civil Code defines as "the connection of an offer issued by one of the contracting parties with the acceptance of the other, and their agreement in a manner that establishes its effect on the subject matter of the contract, resulting in the obligation of each party to what they owe the other".

This necessarily means that the provisions established within the contract governing the parties to the contractual relationship, and the corresponding rights and obligations, fall within the concept of a contractual obligation for which execution imprisonment is not permissible. To clarify the position, as a general rule, following the coming into force of Article 22(F)(1), the mere non-payment of a monetary obligation arising under a construction contract no longer constitutes, in itself, sufficient grounds for execution imprisonment, unless a specific statutory exception applies.

The exception of employment and lease contracts from this framework was intended to preserve the protective public order established by the Labour Law, particularly in safeguarding the employee as the weaker party within the contractual relationship, and in light of the broader economic implications. As for lease contracts, the exception was introduced to protect social stability and public order.

#### **Fifth: General Conditions for the Impermissibility of Imprisonment**

In addition to the foregoing, Article 23 of the Execution Law sets out further statutory restrictions on

imprisonment through distinct categories. Article 23(A) addresses debtor-related protected categories, whereas Article 23(B) addresses debt-related exclusions. Article 23(C) further confirms that precautionary measures, including a travel ban, remain available notwithstanding the unavailability of imprisonment.

The unavailability of imprisonment does not, in itself, preclude the use of precautionary measures where justified. In this regard, Article 23(C) preserves the availability of such measures, including a travel ban, and Article 26 continues to govern travel restrictions under the Execution Law.

The Execution Law also provides alternative enforcement mechanisms in light of the reduced scope of imprisonment, including the following:

- **Attachment of Assets:** The creditor may seek attachment over the judgment debtor's assets, followed by public auction for the purposes of debt recovery.
- **Travel Ban:** The creditor may request the competent judge to impose a travel ban on the debtor where there are grounds to believe that the debtor may leave the country without settling the debt.

#### **Conclusion**

Ultimately, this paradigm shift in the Execution Law necessitates a more proactive and structured approach by creditors. With imprisonment no longer functioning as a default enforcement tool in ordinary contractual debt cases, creditors must place greater reliance on careful transaction structuring, stronger documentary support, appropriate security arrangements, and the timely use of available precautionary and asset-based enforcement measures. In practical terms, the



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post-25 June 2025 framework requires creditors and practitioners alike to reassess enforcement strategies at an earlier stage and to approach debt recovery with greater emphasis on risk allocation, evidentiary readiness, and financial due diligence.

## **SECTION B: Jordan office – Start-Ups and SMEs Department - Instructions Regulating the Activity of Loan-Based Crowdfunding No. (2) of 2026 Part Two**

### **Introduction**

Following on from our previous edition of our Newsletter – Issue No. 65 (February 2026) – which addressed the Instructions Regulating Loan-Based Crowdfunding, this edition continues to highlight the practical and legal aspects arising from these Instructions for companies and clients engaged in this modern financing activity.

The issuance of these Instructions by the Central Bank of Jordan marked a pivotal step in the development of alternative financing tools, establishing a legal and regulatory framework that balances the need to provide new financing channels with the necessity of protecting parties and ensuring financial system stability.

**Accordingly, this section of our Newsletter will cover:**

1. Regulation of the contractual relationship between parties engaged in loan-based crowdfunding.
2. Safeguards for participants in loan-based crowdfunding.
3. Legal risks associated with this activity.

### **I. Regulation of the Contractual Relationship between Parties in Loan-Based Crowdfunding**

As discussed in the previous edition of our newsletter, the

contractual relationship in loan-based crowdfunding involves specific parties. It is essential to clarify how this relationship is organised and the agreements concluded to ensure its success. These agreements consist of only two contracts : the loan contract and the participation agreement.

#### **a. The Loan Contract**

At first glance, the term “loan contract” may suggest the traditional banking contract concluded with financial institutions. However, in this context, it has a different meaning. It is the contract concluded between the company and the borrower, clearly specifying the loan amount and duration, the purpose of the loan and a detailed description of the project, repayment terms and mechanisms, interest or returns, guarantees provided, and procedures to be followed in cases of default or delay. This establishes a legal framework that stabilises the relationship and reduces the likelihood of disputes.

#### **b. The Participation Agreement**

This agreement, concluded between the company and the participant, governs the participant’s contribution to the loan amount. It sets out the project description, including information about the borrower and associated risks, the participant’s rights to returns, obligations in the face of such risks, and the “cooling-off period” during which the participant may withdraw.

The clarity and robust strong legal drafting of these contracts help to instil confidence in the activity, transforming crowdfunding from a mere alternative tool into a modern financing system grounded in sound robust legal principles, balancing the interests of all parties and ensuring contractual transparency.

### **II. Safeguards for Participants in Loan-Based Crowdfunding**

A review of the Instructions indicates that participant protection is not left to general principles alone, but is reinforced by specific safeguards addressing the realities of daily interaction with platforms.

Beyond licensing and governance requirements, the Instructions establish practical rules to ensure that participants – whether individuals or legal entities – understand the risks they may face.

**Key safeguards include:**

- Companies must present a clear and detailed loan data report, with information written in accurate, non-misleading Arabic, updated whenever the borrower's or project's status changes.
- Participants must be granted a five-working-day cooling-off period, subject to conditions set out in the Instructions, during which they may reconsider and withdraw without financial consequences.
- Companies must adopt specialised customer service procedures and handle complaints in accordance with the Internal Procedures for Handling Complaints of Financial and Banking Service Providers No. (1/2017).

**III. Legal Risks of Loan-Based Crowdfunding**

Despite its novelty and importance for start-ups and SMEs, loan-based crowdfunding gives rise to a number of complex legal risks affecting both participants and borrowers.

**For participants:**

- They may lose part or all of their contribution if the borrower defaults or fails to meet their obligations.
- Risks may arise concerning the security of information provided to the platform, including potential breaches or misuse.
- There is also the risk of unclear or misleading disclosures.

**For borrowers:**

- They bear legal responsibility for the accuracy of the information they provide. Any inaccurate disclosure or omission of material facts may lead to liability.

- They face the risk of project failure, which could result in repayment difficulties and legal consequences, including litigation or enforcement against provided guarantees.

**Shared risks:**

- Regulatory risks arising from non-compliance with The Instructions or Central Bank policies.
- Technical risks linked to weak platform infrastructure or service interruptions, potentially causing financial and legal harm to both parties.

**Conclusion**

In conclusion, loan-based crowdfunding, despite its challenges, represents a practical opportunity for start-ups and SMEs to access financing in a modern and flexible manner, outside traditional constraints.

The clarity of contracts, the existence of participant safeguards, and awareness of associated risks are key factors that position this financing model as a credible option, particularly for companies seeking tools to support growth and expansion. Accordingly, the move towards loan-based crowdfunding may be viewed as a positive development, opening new horizons for such enterprises.

**Section C: Iraq office - The Commercial Agent under Iraqi Law**

The commercial agent under Iraqi law plays a vital role in regulating business activities involving foreign entities

operating in Iraq. This role is subject to strict legal conditions and licensing procedures designed to ensure transparency and safeguard the national economy.

This article examines the legal framework governing the work of commercial agents, including licensing requirements, registration procedures, and legal obligations under the **Commercial Agency Regulation Law No. 79 of 2017**.

### **Section One: Conditions for the Commercial Agent and Procedures for Obtaining a Licence to Conduct Agency Business**

The Iraqi legislator explicitly set out the conditions for commercial agents in the Commercial Agency Regulation Law No. 79 of 2017 (the “**Law**”), regarding them as fundamental requirements that cannot be waived. The granting of a licence to conduct agency business in Iraq depends on their fulfilment.

#### **First: Conditions for the Commercial Agent (Natural Person)**

Article (4) of the Law stipulates the requirements for applicants seeking a licence to conduct agency business, as follows:

1. Must be Iraqi.
2. Must have full legal capacity.
3. Must not have been convicted of a felony or a misdemeanour involving dishonour.
4. Must have a commercial office in Iraq to conduct their business.
5. Must be affiliated with one of Iraq’s chambers of commerce and have a registered trade name.

6. Must not be a public employee or entrusted with public service.

7. Must hold at least one commercial agency contract duly authenticated in accordance with the law.

#### **Second: Conditions for the Commercial Agent (Legal Person – Company)**

The legislator distinguishes between natural and legal persons. Paragraph (2) of Article (4) provides that if the applicant is a company, it must, in addition to the conditions in subparagraphs (d), (e), and (g) of paragraph (1), meet the following:

1. The company must be Iraqi.
2. The company’s capital must be 100% owned by Iraqis.
3. The authorised manager must meet the same conditions set out in subparagraphs (a), (c), and (f) of paragraph (1).

These conditions emphasise the national character of the commercial agent, whether natural or legal, and prevent combining agency business with public office, while ensuring integrity and independence in this activity.

#### **Third: Opinion of the State Council on Capital Ownership**

A question arose regarding the interpretation of paragraph (2) of Article (4), specifically whether the requirement of 100% Iraqi-owned capital applies only to direct shareholders of the applicant company or extends to shareholders of companies holding shares therein.

At the request of the Ministry of Trade (Letter No. M.W/8723 dated 21/4/2025), the State Council issued Decision No. 91/2025 dated 23/6/2025, concluding:

“A company seeking to register a commercial agency must be Iraqi, with capital 100% owned by Iraqis capital applies

only to direct shareholders of the applicant company or extends to shareholders of companies owning shares therein. At the request of the Ministry of Trade (Letter No. M.W/8723 dated 21/4/2025), the State Council issued Decision No. 91/2025 dated 23/6/2025, concluding:

*“A company seeking to register a commercial agency must be Iraqi, with capital 100% owned by Iraqis. This requirement does not extend to shareholders of companies that own shares in it.”*

The Council based its reasoning on Article (23) of the Companies Law No. 21 of 1997, which states:

*“A company established in Iraq under this Law shall be deemed Iraqi.”*

It further relied on the general principle that a company enjoys a legal personality independent of its shareholders, preventing confusion between the nationality of the company and that of its partners or shareholders.

This opinion is of considerable practical importance, as it has unified administrative practice, clarified the capital ownership requirement, and struck a balance between regulatory needs and encouraging indirect investment in Iraqi companies.

### Section Two: Procedures for Obtaining a Licence to Conduct Agency Business

Article (5) of the Law regulates the licensing process within a defined timeframe and procedural framework, balancing administrative efficiency with legal oversight.

**1. Submitting the Application:** The process begins with the applicant submitting a request to the Companies Registrar, accompanied by documents proving compliance with Article (4), whether the applicant is a natural or legal person.

**2. Decision on the Application:** The Registrar must decide within ten working days. Silence beyond this period, if conditions are met, is deemed approval. Any refusal must be reasoned to ensure transparency and allow appeal.

**3. Appeal against Refusal:** The applicant may appeal to the competent minister within thirty days. The minister must decide within ten working days; silence is deemed rejection. The minister’s decision may be challenged before the Administrative Court under the State Council Law.

**4. Issuance of the Licence:** The Registrar issues the licence upon fulfilment of conditions and payment of fees. The agent thereby acquires legal status to conduct agency business in Iraq.

**5. Renewal of the Licence:** Article (6) requires annual renewal within the first sixty days of each year, regardless of the date of issuance or last renewal, ensuring continued compliance and legitimacy.

### Section Three: Duties of the Commercial Agent

The legislator imposes several obligations to ensure transparency and effective oversight, as set out in the Law and its implementing instructions.

**1. Obligations regarding disclosure of agency details**  
Article (2) of the Implementing Instructions requires agents to:

- Affix the trade mark, trade name, agency number, and product name on all imported goods.

- Register agency contracts limited to maintenance, spare parts, or after-sales services, provided they are performed on behalf of the foreign principal.

2. Obligations regarding record-keeping  
Article (11) of the Law requires agents to:

- Keep a special ledger free of erasures or gaps, recording profits or commissions, amounts transferred to Iraq, and all transactions conducted for the principal.
- Present the ledger to the Companies Registrar (Commercial Agencies Department) upon opening and annually for certification, and submit it to the Tax Authority at the end of each fiscal year.

These obligations strengthen financial and tax oversight, ensure disclosure of profits and commissions, and prevent practices undermining transparency or the tax system.

### Conclusion

The duties of the commercial agent extend beyond contractual obligations with the principal to include regulatory, financial, and administrative responsibilities. This reflects the special nature of the commercial agency contract and its subjection to state supervision, aimed at protecting the national economy and regulating trade within Iraq.

### Section D: UAE office - Data Protection Law in the Dubai International Financial Centre (DIFC) in Light of the European General Data Protection Regulation (GDPR)

#### Introduction

With the rapid development of technology and the widespread use of digital services, personal data has become one of the most valuable assets relied upon by institutions in managing their operations and delivering services. However, this development has also brought significant

risks, including misuse, leakage, or unauthorised use of data. For this reason, many countries have enacted specific legislation to protect personal data and regulate its collection and processing.

The European General Data Protection Regulation (**GDPR**) is one of the most prominent legislative frameworks in this field, providing a comprehensive legal structure for data protection within the European Union. Its influence has extended globally, shaping legal systems in many jurisdictions, including the Data Protection Law of the Dubai International Financial Centre (**DIFC**) in the United Arab Emirates.

#### I. The Legal Framework for Data Protection in the DIFC

The DIFC enacted Data Protection Law No. (5) of 2020, as amended by Amendment Law No. (1) of 2025 (the 'Law'), establishing the legislative framework for the processing of personal data within the Centre. Its purpose is to strengthen individual privacy and regulate data use in line with modern legal standards.

The Law defines personal data as any information relating to an identified or an identifiable natural person, whether directly or indirectly. Data processing is defined as any operation performed on such data, including collection, storage, organisation, use, transfer, or deletion.

The Law is built upon fundamental principles governing personal data processing. Article (9) requires processing to be lawful, fair, and transparent, with data collected for a specific and legitimate purpose and not subsequently used in a manner inconsistent with that purpose. It also enshrines the principle of data minimisation, requiring only the minimum data necessary to achieve the intended purpose.

Controllers are obliged to adopt appropriate technical and organisational measures to protect data.



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Article (14) mandates the implementation of security procedures to ensure the integrity of personal data.

The Law also grants data subjects a number of rights enabling them to control their personal information. Among the most prominent are: the right to withdraw consent to the processing of their personal data pursuant to Article (32); the right to access, rectify, or erase data under Article (33); and the right not to be subject to a decision made entirely through automated means without human intervention under Article (38). The implementation of these provisions is overseen by the Data Protection Commissioner of the Dubai International Financial Centre, who holds supervisory powers, including monitoring compliance with the Law, investigating violations, and imposing administrative sanctions where necessary.

## II. Similarities and Differences between the DIFC Data Protection Law and the GDPR

A comparison of the DIFC Data Protection Law with the GDPR reveals significant convergence in the general principles governing personal data processing. Both frameworks emphasise:

- Transparency in data processing;
- Purpose limitation (data collected for a defined purpose must not be used for other purposes);
- Data minimisation (only the minimum necessary information should be collected);
- The adoption of technical and organisational measures to protect data against unauthorised access, loss, or leakage; and
- Granting data subjects fundamental rights, such as access, rectification, and erasure.

Despite these similarities, differences arise reflecting the distinct legal environments. The GDPR has an extensive scope, applying extraterritorially to companies outside the EU if they process data relating to individuals within the Union. It also imposes stricter penalties: Article (83) allows fines of up to €20 million or 4% of global annual turnover, whichever is higher.

By contrast, the DIFC Law is characterised by greater regulatory flexibility, tailored to the Centre's role as an international financial hub. It seeks to balance personal data protection with fostering an investment-friendly environment and supporting technological innovation.

### Conclusion

In the context of the rapidly expanding digital economy and the increasing reliance of institutions on personal data processing, data protection has become a fundamental area requiring clear and effective regulation.

Through Data Protection Law No. (5) of 2020, as amended, the DIFC has developed an advanced legislative framework aligned with international standards. The Law not only adopts the general principles of data protection, but also introduces regulatory provisions reflecting the Centre's unique legal environment, such as rules on data breaches and broad powers for the Commissioner of Data Protection. While clearly influenced by the GDPR, the DIFC Law seeks to strike a balance between safeguarding privacy and maintaining a flexible legal environment that supports innovation and investment, positioning it as one of the region's most progressive legislative models.

## Section E: Protection of Industrial and Commercial Property in the Syrian Arab Republic

### Introduction: Legislative Foundations for the Protection of Industrial and Commercial Property

Industrial and commercial property constitutes one of the



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most significant branches of intellectual property and a cornerstone of the modern economy, which is built upon knowledge and innovation. In light of global market competition and the evolution of international economic relations, safeguarding the moral rights associated with industrial and commercial creativity has become a legal and economic necessity to ensure transactional stability and to encourage investment and technological innovation.

Industrial and commercial property falls within the scope of private law and aims to protect the intellectual output of a practical nature that is capable of industrial or commercial exploitation. Examples include distinctive marks, geographical indications, industrial designs and models, patents, and utility models.

The primary purpose of such protection is to strike a balance between the interests of the innovator or rights-holder on the one hand, and the public interest on the other. The rights-holder is granted a temporary exclusive right of exploitation, which expires upon the lapse of the statutory protection period, at which point the right—depending on its nature—enters the public domain or ceases to enjoy special protection.

In this context, the Syrian legislator has sought to keep pace with legislative developments in the field of industrial and commercial property, particularly given the growing importance of these rights in economic and commercial transactions. This is reflected in the enactment of **Law No. 8 of 2007** concerning the protection of distinctive marks, geographical indications, industrial designs and models, and in **Law No. 18 of 2012** concerning the procedures for granting, registering, and publishing patents and the rights arising therefrom, which also regulates utility model patents.

The importance of these legislative instruments lies not only in their regulation of national legal protection, but also in their connection to the relevant international framework, notably the Paris Convention for the Protection of Industrial Property, as well as agreements and mechanisms supervised by the World Intellectual Property Organization (WIPO).

It should be noted that the Syrian Arab Republic is a party to several relevant international agreements, including the Paris Convention and the Patent Cooperation Treaty, while it is not, to date, a member of the World Trade Organization. Accordingly, this study seeks to analyse the substantive and procedural rules governing the protection of industrial and commercial property in Syria, with particular emphasis on the legal status of foreign nationals under these legislative provisions.

### **I. Distinctive Marks and Geographical Indications: Law No. 8 of 2007**

#### **1. The Legal Nature of Distinctive Marks**

A distinctive mark is one of the most important legal and economic instruments enabling the differentiation of products or services in modern markets. It allows consumers to identify the source of goods or services and distinguish them from others, while simultaneously constituting a key intangible asset for enterprises and companies.

The Syrian legislator has adopted a broad concept of the distinctive mark, whereby any perceptible sign capable of distinguishing the products or services of a natural or legal person from those of others may, in principle, be eligible for protection, provided that the requisite legal conditions are met. This approach reflects a flexible standard that accommodates various forms of marks according to their nature and distinguishing function.

Distinctive marks are not limited to words or names; they may also take the form of letters, numbers, symbols, shapes, drawings, or colour combinations, provided they are perceptible and capable of distinction in accordance with the requirements of protection and registration. This demonstrates a legislative tendency towards a broad understanding of the function and scope of marks.

Legal protection of a distinctive mark grants its holder an exclusive right to prevent others from using an identical or



similar mark where such use would cause confusion or mislead consumers as to the source of goods or services. Thus, protection does not attach to the material object itself, but to the intangible value, distinguishing function, and commercial reputation associated with the mark in circulation.

Registration of a distinctive mark with the competent authority creates a legal presumption of ownership in favour of the registrant and enables the registrant to exercise legal remedies against any infringement. Nevertheless, this must be approached with caution, as the law provides special protection for certain well-known marks even if they are not registered, subject to the conditions and requirements prescribed by law.

## 2. The Legal Framework for Geographical Indications

Alongside distinctive marks, Law No. 8 of 2007 accords particular importance to geographical indications, which serve as instruments for protecting the geographical origin of products and the qualities, reputation, or distinctive characteristics associated therewith.

A geographical indication refers to any designation or sign indicating that a product originates from a specific geographical area, and that its quality, characteristics, or reputation are essentially attributable to that origin. This form of protection is especially significant for agricultural, artisanal, or traditional products linked to the environment and particularities of their place of origin.

The importance of geographical indications lies in their collective nature: they do not merely protect individual interests, but rather represent a form of communal property tied to the local community of a given region. Unauthorised use of a geographical designation may mislead consumers, weaken the commercial reputation of authentic products, and harm the associated economic interests.

Accordingly, the legal framework seeks to safeguard the economic and cultural heritage connected with local

production, particularly in countries possessing traditional or artisanal products that have acquired special renown by virtue of their geographical origin.

## II. Patents and Utility Models under Syrian Law

### 1. Substantive Requirements for Granting a Patent

A patent is one of the most important means of protecting technological innovation, granting the inventor an exclusive right to exploit the invention for a legally defined period, in return for disclosure in accordance with statutory conditions and procedures.

#### Syrian law requires three essential conditions for the grant of a patent:

- **Novelty:** The invention must be new, meaning it has not been disclosed to the public by any means prior to the filing date of the patent application or the claimed priority date, as applicable. This includes scientific publication, practical use, or any other form of public disclosure.
- **Inventive Step:** The invention must involve an inventive step, signifying a non-obvious advancement for a person skilled in the relevant technical field, and not merely a routine development or conventional improvement of established industrial practice.
- **Industrial Applicability:** The invention must be capable of industrial application, that is, it must be practically implementable in some field of industry or production, and not remain a purely theoretical idea or abstract scientific discovery.

### 2. Utility Models: A Complementary Protection Framework

In addition to patents, Syrian law also regulates utility model patents as a supplementary means of protecting technical innovations that may not reach the threshold of a full patent



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in terms of inventive step, yet retain significant practical value.

Utility models typically concern technical improvements relating to the form, structure, or functional composition of tools. The statutory protection period for a utility model patent is ten years from the filing date, which is shorter than that for patents, and is non-renewable.

This system is particularly important for encouraging small and medium-sized enterprises and individual inventors, as it provides them with a quicker and less complex legal mechanism for protecting their technical innovations.

### III. The Legal Status of Foreign Nationals in the Field of Industrial and Commercial Property

Regulating the legal status of foreign nationals in the sphere of industrial and commercial property is a fundamental issue, reflecting the extent to which the national legal system is open to the international economic environment and capable of accommodating the movement of trade, investment, and technology transfer.

The Syrian legislator has been keen to establish legal rules governing the entitlement of foreign nationals to benefit from the protection afforded in the field of industrial and commercial property, within the limits permitted by national legislation and the relevant international agreements in force.

#### 1. The Principle of National Treatment and Reciprocity

The regulation of foreign protection in this field is based on recognising protection to the extent allowed by Syrian national legislation and the international agreements binding upon the Syrian Arab Republic, subject to requirements of reciprocity or treaty-based entitlement in certain cases.

In some instances, this regulation is linked to the principle of reciprocity, whereby the foreign national's home state must in turn grant equivalent protection to Syrian citizens, within the limits recognised by law. The aim of this arrangement is to achieve a measure of legal, equality,

encourage the transfer of investment and technology, and strengthen confidence in the legal environment governing industrial and commercial rights.

#### 2. The Right of Priority

The right of priority is a fundamental principle in this field. It allows an applicant who has filed a protection request in one relevant country to rely on the date of the first filing when submitting a corresponding application in another country within the statutory time limits. These limits are, in principle, twelve months for patents and six months for distinctive marks.

#### 3. Protection of Well-Known Marks

The Syrian legislator has also adopted the principle of protecting well known marks, permitting the prevention of registration or use of an identical or similar mark where such use would exploit the reputation of the well-known mark or cause confusion or misleading association with it. This applies even if the well-known mark is not registered in Syria, subject to the relevant statutory conditions.

#### 4. Legal Representation of Foreign Nationals

Given that rights holders abroad often do not reside in Syria, applications and procedures relating to industrial and commercial property are, in practice, usually undertaken by authorised agents or legal representatives. This ensures proper follow up of registration procedures, objections, and related disputes.

### IV. Duration of Protection and Civil and Criminal Remedies

#### 1. Periods of Legal Protection

The Syrian legislator has defined the duration of protection for various rights in the field of industrial and commercial property as follows:



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- Distinctive mark: ten years from the date of filing the registration application, renewable for similar periods subject to statutory conditions and procedures.
- Patent: twenty years from the date of filing the application.
- Utility model: ten years from the date of filing the application.

This framework seeks to balance the temporary exclusivity granted to rights holders with the eventual transfer of the economic or technological effect into the public domain upon expiry of the protection period, in accordance with the nature of the right concerned.

## 2. Precautionary Measures and Criminal Liability

The Syrian legislator has not confined protection to civil remedies alone, but has also established a strict criminal regime to combat infringements of industrial property rights. Key protective measures include:

- Precautionary measures such as description and seizure of infringing products.
- Orders for the destruction of infringing goods or products where appropriate.
- Financial penalties, which may in some cases be accompanied by custodial sentences under the applicable provision.
- Possible closure of the infringing establishment or publication of the judgment in cases permitted by law.

These measures and sanctions aim to deter infringements of industrial and commercial property rights, curb counterfeiting and unlawful use, protect rights holders, and preserve confidence in commercial transactions.

## V. Limitations on Protection in the Public Interest

### Compulsory Licensing

Despite the exclusive nature of the rights conferred by a patent, the Syrian legislator has not rendered this right absolute. It is subject to restrictions dictated by public interest considerations. Chief among these is the system of compulsory licensing, which allows third parties, in circumstances defined by law, to exploit the invention without the consent of the patent holder, in return for fair compensation that balances private rights with public interest.

### Conclusion and Recommendations

The foregoing analysis demonstrates that the Syrian legislative framework governing the protection of industrial and commercial property—principally Law No. 8 of 2007 on distinctive marks, geographical indications, industrial designs and models, and Law No. 18 of 2012 on patents and utility models—constitutes an important legal structure for safeguarding elements of innovation and commercial distinction in the Syrian Arab Republic.

It is evident that this framework does not merely establish the substantive protection of rights, but also regulates procedural aspects, enforcement mechanisms, and legal sanctions associated with the exercise and protection of such rights, while considering relevant international principles within the limits of Syria's legislative and treaty obligations.

Accordingly, it is crucial to ensure the timely registration of industrial and commercial rights, verify compliance with the substantive and procedural requirements for protection, and engage qualified agents or representatives where necessary, particularly in cases involving foreign elements or cross border commercial interests. Equally important is the effective activation of monitoring, objection, and enforcement mechanisms, which contribute to reducing counterfeiting and infringement, and reinforce confidence in the legal environment governing investment and innovation.



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Warm regards,

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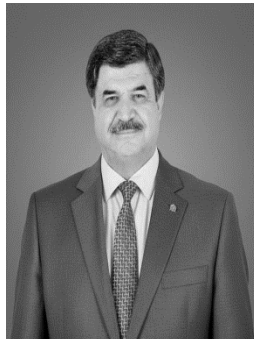
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## ABOUT HAMMOURI & PARTNERS ATTORNEYS AT-LAW

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 more than 30 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. We also have a strong presence in Iraq, with an office located in Baghdad, the capital of the Republic of Iraq, and a branch in Erbil, within the Kurdistan Region, to offer comprehensive legal services across the country. The Iraq office has been operational since September 2023.

In early 2026, we expanded our presence into two new jurisdictions; in the UAE, with offices in Dubai and in Abu Dhabi and in Syria, with an office in Damascus. The new offices strengthen our regional footprint and cross-border capabilities.

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 cross-border elements, 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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