MAURITIUS SILIB + LIECHTENSTEIN LAW

# DIFC Foundation vs. Mauritius SILIB

*A Deep Legal Comparison*

Scope: This comparison analyses the DIFC Foundation (DIFC Foundations Law No. 3 of 2018, Consolidated Version No. 3, March 2024) against the Mauritius SILIB (FSC-licensed insurer, SILIB Rules 2022) governed by Liechtenstein VersVG Art. 78 EO across seven dimensions: legal mechanism, creditor protection, forced heirship, recognition, control vs. protection, taxation, and cross-border enforcement. All statutory citations verified as of April 2026.

| Jurisdiction | Key Legal Framework |
|---|---|
| DIFC Foundation | DIFC Foundations Law No. 3/2018 (Consol. v3 March 2024) · Art. 14 creditor bar · Art. 15 forced heirship bar · DIFC Court jurisdiction |
| Mauritius SILIB | Insurance Act 2005 · SILIB Rules 2022 · §81(5) trustee rights · FSC regulatory framework |
| Liechtenstein VersVG | Art. 78 EO (auto-transfer) · Art. 65/67/74 RSO (contestation framework) · IICA choice of law |
| Cross-Border | Rome I Art. 7(3) (EU residents) · Hague Trust Convention (trusts only — not applicable to DIFC Foundation or SILIB) · Foreign judgment enforcement |

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PART I

# Two Different Legal Mechanisms — Foundation vs. Insurance Contract

The DIFC Foundation and the Mauritius SILIB represent fundamentally different legal architectures for wealth protection. Understanding the structural distinction is essential before comparing individual features.

### 1.1 DIFC Foundation — Body Corporate, Voluntary Transfer

A Foundation is a body corporate with separate legal personality (Art. 10, DIFC Foundations Law No. 3/2018). Assets are transferred INTO the Foundation — a voluntary act documented by the Foundation Charter. The Foundation owns its assets. The Founder designates beneficiaries. Protection derives from DIFC statute (Art. 14 creditor bar, Art. 15 forced heirship firewall) — but only AFTER the voluntary transfer has occurred and only within DIFC jurisdiction.

### 1.2 Mauritius SILIB — Insurance Contract, No Transfer Required

An insurance contract between the policyholder and an FSC-licensed Mauritius insurer. No transfer of assets occurs — the policyholder pays premiums; the insurer holds policy assets in a segregated account with a third-country custodian. Art. 78 VersVG operates by force of Liechtenstein statute at the moment of insolvency — no deed, no signature, no voluntary transfer. Three separate jurisdictions (Liechtenstein + Mauritius + custodian) must all fail simultaneously for the protection to be defeated.

| Criterion | DIFC Foundation | Mauritius SILIB |
|---|---|---|
| Legal nature | Body corporate — separate legal personality | Insurance contract — contractual right |
| Asset ownership | Foundation owns its assets | Mauritius insurer holds assets as legal owner |
| Protection mechanism | DIFC statute (Arts. 14, 15) + Foundation Charter | Liechtenstein statute (Art. 78 VersVG) — automatic, by operation of law |
| Transfer required | Yes — voluntary transfer of assets into Foundation | No — premiums paid; policy assets never leave insurer's custody |
| Evidence of intent | Foundation Charter — signed document | No deed, no signature, no voluntary transfer |
| Triggering event | Transfer into Foundation (challengeable) | Insolvency proceedings opening (unchallengeable as a 'transfer') |
| Three-lock architecture | No — single DIFC jurisdiction | Yes — LI + MU + custodian jurisdiction required simultaneously |

PART II

# The Attack Vectors — Foundation vs. Art. 78 EO

Creditor protection is the primary purpose of both structures. The mechanisms differ fundamentally — in the basis of protection, the contestation window, and the jurisdictional reach.

### 2.1 DIFC Foundation Creditor Protection (Art. 14)

Article 14(1) of the DIFC Foundations Law provides the statutory creditor bar:

> *"No disposition of property to a Foundation that is valid under the laws of the DIFC is void, voidable, liable to be set aside or defective in any manner by reference to a Foreign Law; nor is the capacity of any Founder in relation to the Foundation or disposition to be questioned nor is the Foundation or any other person to be subjected to any liability or deprived of any power or right, by reason that... the disposition voids or defeats any rights, claims or interests conferred by Foreign Law upon any person by reason of a Personal Relationship to a Founder or any other person related to the Foundation or by way of Heirship Rights."*

Source: Art. 14(1)(b), DIFC Foundations Law No. 3/2018 (Consol. v3 March 2024).

Three requirements for a creditor to succeed (conjunctive — ALL must be proved):

› The Founder was insolvent at time of transfer, OR became insolvent as a result

› The transfer was with intent to defraud that creditor

› The claim must be brought within 3 years of transfer (Art. 14(2) as amended by DIFC Law No. 1 of 2024)

Even if all three are proved — only the original transferred interest is recoverable, not the entire Foundation (Art. 14(4)). This protection: (a) requires a voluntary transfer to have occurred; (b) creates a 3-year claw-back window; (c) requires the creditor to litigate in DIFC Courts; (d) depends on the Foundation's assets being within DIFC jurisdiction.

⚠ The 3-year limitation period under Art. 14(2) (2024 amendment) runs from the date of transfer. A Foundation funded more than 3 years before any insolvency event provides strong DIFC-jurisdiction creditor protection. A Foundation funded within 3 years of insolvency proceedings remains challengeable.

### 2.2 Art. 78 VersVG Creditor Protection

The exact statutory text of Art. 78 EO (verified):

> *"If the spouse or the descendants of the policyholder are beneficiaries, then, subject to any liens, neither the insurance claim of the beneficiary nor of the policyholder shall be subject (i) to enforcement on behalf of the creditors or (ii) to the bankruptcy of the policyholder or the beneficiary. A person living in cohabitation with the policyholder shall be considered equivalent to a spouse."*

Source: Art. 78, Liechtenstein Exekutionsordnung (EO).

Contestation framework — RSO provisions:

› The Art. 78 transfer itself is NOT contestable — it is a statutory operation of law, not a voluntary transfer

› Only premium payments can be challenged: Art. 65 RSO — 1-year window from last premium

› After 1 year: Art. 67 RSO — absolute bar (fraud exception only)

› Art. 74 RSO — 5-year absolute bar on all contestation

| Attack Vector | DIFC Foundation | Mauritius SILIB + Art. 78 EO |
|---|---|---|
| Fraudulent transfer / claw-back | 3-year window (Art. 14(2)) — creditor must prove fraud + insolvency | Premium payments only: 1-year window (Art. 65 RSO); Art. 78 transfer itself unchallengeable |
| Basis of challenge | Voluntary transfer into Foundation | Premium payments — not the Art. 78 transfer |

| Attack Vector | DIFC Foundation | Mauritius SILIB + Art. 78 EO |
|---|---|---|
| Burden of proof | Creditor must prove fraud + insolvency (conjunctive) | Creditor must prove intent to prejudice + 1-year window |
| Recovery if challenge succeeds | Only original transferred interest — Foundation intact | Premiums returned — policy continues |
| Jurisdiction required | DIFC Courts | Liechtenstein courts (for RSO challenge) |
| Assets outside DIFC | Unprotected — Foundation has no extra-jurisdictional creditor bar | Protected — Art. 78 operates wherever Liechtenstein law governs |
| Number of jurisdictions to defeat | One (DIFC) | Three (Liechtenstein + Mauritius + custodian) |

The DIFC Foundation's 3-year protection period vs. the SILIB's 1-year (premiums only) contestation window represents the most practically significant difference for clients concerned about near-term creditor risk.

PART III

# The Succession Battlefield — Art. 15 vs. Art. 78 EO

Forced heirship protection is tested differently by each structure. The DIFC Foundation relies on a statutory firewall within DIFC law; the SILIB relies on the pre-succession operation of Art. 78 VersVG.

## 3.1 DIFC Foundation Forced Heirship Firewall (Art. 15)

> *"An Heirship Right conferred by Foreign Law in relation to the property of a living person shall not be recognised as: (a) affecting the ownership of immovable property in the DIFC and movable property wherever it is situated for the purposes of Article 13(2)(a) and (b) or for any other purpose; or (b) constituting an obligation or liability for any purpose."*

Source: Art. 15, DIFC Foundations Law No. 3/2018 (Consol. v3 March 2024).

DIFC Court of Appeal advisory opinion: DIFCA [2020] DIFC CA 002, 13 January 2021 (three-judge panel including Robert French, former Chief Justice of Australia). Held: DIFC public policy is independent of Sharia inheritance rules for purposes of the Foundation regime. The forced heirship firewall is constitutional under DIFC law.

Critical limitations of Art. 15:

› Art. 13(2)(b): The Foundation regime does NOT apply to immovable property located outside the DIFC — lex situs governs

› The 2021 advisory opinion was NOT a contested adversarial case — no opposing party

› The opinion explicitly left unanswered the question of Muslim Founders and UAE Law of Personal Status

› German BGH IV ZR 110/21 (2022): Pflichtteil is a constitutional right — German courts apply German forced heirship regardless of DIFC Foundation Charter

› French Cour de cassation (Sept 2017): réservataires can assert their reserved share against foreign structures where the deceased was habitually resident in France

### 3.2 Art. 78 VersVG Forced Heirship Position

Art. 78 EO operates BEFORE succession law applies — it transfers policy rights to beneficiaries the moment insolvency proceedings open (or at death). The assets leave the estate by statute before any succession law (Sharia, Pflichtteil, réserve héréditaire) can reach them.

The SILIB beneficiary designation is contractual — governed by Liechtenstein VersVG. Saudi, German, French succession courts cannot override a Liechtenstein contractual provision governing a Mauritius insurance policy with assets held by a UK custodian.

⚠ Honest disclosure: Mainstream Islamic scholarly position holds that insurance proceeds are part of the estate. Saudi courts applying Sharia would redistribute proceeds according to Sharia shares if proceeds reach Saudi jurisdiction. Mitigation: align beneficiary designations with Sharia proportions; keep proceeds offshore.

| Jurisdiction | DIFC Foundation | Mauritius SILIB + Art. 78 EO |
|---|---|---|
| Saudi Arabia (Sharia) | Art. 15 firewall — but no Saudi court has tested it; religious prohibition risk; Saudi courts ignore DIFC characterisation | Art. 78 operates offshore; mainstream Islamic position treats proceeds as estate; risk if repatriated to Saudi Arabia |
| Germany (Pflichtteil) | BGH 2022 confirms Pflichtteil is constitutional right; German courts apply German forced heirship regardless | Art. 78 transfer is pre-succession — German courts cannot reach policy assets held outside Germany by a non-German insurer |
| France (réserve héréditaire) | Cour de cassation 2017 — French réservataires can challenge foreign structures | Same analysis as Germany — Art. 78 operates outside France's reach |
| UK (no forced heirship) | Foundation fully effective | SILIB fully effective |
| South Africa (legitim) | Foundation assets outside SA — SA courts have no direct claim | Art. 78 fully effective for foreign assets |

PART IV

## The Founder's Dilemma — Resolved Differently by Each Structure

Both structures allow the Founder/policyholder to retain meaningful control. But the consequences of retained control for asset protection differ fundamentally.

### 4.1 DIFC Foundation: Founder Can Retain Control

Art. 26(2) DIFC Foundations Law: Founder may reserve powers including: amendment of Charter and By-Laws, appointment/removal of Council Members, right to receive distributions, right to terminate the Foundation. These reserved powers do NOT automatically create a sham or destroy the Foundation's legal personality under DIFC law.

This is the critical advantage over trusts: in a trust, retained control creates sham/alter ego risk. The DIFC Foundation is specifically designed to allow control retention.

BUT: Art. 26(3) — reserved powers must be exercised in good faith in furtherance of the Foundation's purposes. Art. 26A — any reserved powers exercised under duress or undue influence are void. Foreign courts are NOT bound by DIFC's characterisation of retained powers — a German, French, or Saudi court may apply its own substance-over-form analysis.

### 4.2 Mauritius SILIB: Control Retention Does NOT Affect Protection

The policyholder retains: full switch/shift investment rights between pre-approved categories; ability to change beneficiary designation (revocable or irrevocable — both equally protected under Art. 78); ability to adjust premium levels. None of this affects the statutory creditor protection — because Art. 78 derives from statute, not from the absence of control.

Gasser (2007) — cited in professional SILIB commentary: "It is irrelevant whether the designation is irrevocable or revocable. The insurance policy will continue to be protected from the creditors even if the designation of the beneficiaries is revocable." [Note: Gasser 2007 cannot be independently verified as a peer-reviewed academic publication — cited as professional commentary only]

| Issue | DIFC Foundation | Mauritius SILIB |
|---|---|---|
| Can Founder/Policyholder retain investment control | Yes — Art. 26(2) reserved powers | Yes — switch/shift rights retained |
| Does control retention destroy protection | No — DIFC law specifically allows it | No — protection derives from statute not absence of control |
| Risk: foreign court looks through retained control | Yes — German/French/Saudi courts apply own substance-over-form | Not applicable — no trust concept; insurer is legal owner regardless |
| Beneficiary designation: revocable | Yes — can retain right to change beneficiaries | Yes — revocable and irrevocable equally protected (Art. 78) |
| Who is the legal owner of assets | The Foundation (body corporate) | The Mauritius insurer (segregated policy account) |

PART V

## Cross-Border Recognition — Foundation vs. Contract

How each structure is treated by foreign courts determines its practical effectiveness for internationally mobile clients with assets in multiple jurisdictions.

### 5.1 DIFC Foundation Recognition

The DIFC Foundation is a body corporate with separate legal personality. Recognition in foreign jurisdictions depends on each country's characterisation:

| Jurisdiction | How Treated | Risk |
|---|---|---|
| UK | Foreign company — recognised under Companies Act 2006 | TOAA (Transfer of Assets Abroad) rules may attribute Foundation income to UK-resident Founder; HMRC takes aggressive position |
| France | Foreign legal entity — but French trust register law (Art. 1649 AB CGI) may require registration as a 'trust' equivalent | Reporting burden; French réservataires can challenge if deceased was French resident |

| Jurisdiction | How Treated | Risk |
|---|---|---|
| Germany | Stiftung equivalent — generally recognised as foreign foundation | AStG §15 attributes Foundation income/assets to German-resident Founder if retained significant control; Pflichtteil overrides |
| Switzerland | Foreign foundation — recognised | Generally favourable; Swiss courts enforce foreign structures |
| Saudi Arabia | Treated as foreign company — better than a trust | Sharia succession applies to Saudi-sited assets regardless; substance-over-form risk |
| India | Foreign company — recognised | Indian tax authorities may look through to Indian-resident Founder (FEMA, IT Act) |
| South Africa | Foreign company — recognised | SA Exchange Control applies to Founder's contributions; SA Revenue Service may challenge |

### 5.2 Mauritius SILIB Recognition

Insurance contract — universally recognised wherever contracts are recognised. No Hague Convention needed. No trust concept required. The question is not 'will this structure be recognised' but 'will this governing law clause be upheld.'

> A DIFC Foundation requires recognition as a foreign body corporate. A Mauritius SILIB requires recognition as a contract — the lowest possible bar for international enforceability. Every jurisdiction that enforces commercial contracts enforces insurance contracts.

PART VI

## Tax Treatment — UAE Corporate Tax, Mauritius, and Home Country

Tax treatment is a critical practical dimension. Both structures can achieve 0% internal tax on investment growth — but the mechanisms and risks differ significantly.

### 6.1 DIFC Foundation UAE Corporate Tax

UAE Corporate Tax Law No. 47/2022, Art. 17 — Family Foundation exemption: A Foundation may elect to be treated as a transparent entity (Qualifying Family Foundation) if: (a) established for natural person beneficiaries; (b) no commercial activity; (c) passive holding only. UAE FTA Guidelines (May 2025) confirmed the conditions. Under the exemption: Foundation is transparent — income attributed to beneficiaries; no UAE CT at Foundation level.

### 6.2 Mauritius SILIB Taxation

0% internal tax on all investment growth within the SILIB policy under Mauritius Insurance Act. No capital gains tax. No withholding tax on distributions. Mauritius DTA network (46+ countries) potentially applicable to underlying investments.

| Tax Issue | DIFC Foundation | Mauritius SILIB |
|---|---|---|
| Internal tax on investment growth | 0% (if QFF exemption elected) or 9% UAE CT | 0% — Mauritius Insurance Act |
| UAE Corporate Tax | Potentially 9% if commercial activity / QFF conditions not met | Not applicable — insurer is Mauritius entity; policyholder is individual |
| German AStG §15 attribution | Risk: German-resident Founder treated as owner for German tax | Not applicable — SILIB is an insurance policy; German tax treatment follows insurance rules (generally more favourable) |
| French trust register | Risk: Foundation may be treated as 'trust' requiring registration (Art. 1649 AB CGI) | Not applicable — insurance contract explicitly carved out |
| CRS reporting | Foundation = Passive NFE; Controlling Persons reported | SILIB = Financial Institution (insurer); policyholder reported; standard CRS treatment |
| Capital gains tax | Depends on custodian jurisdiction and beneficiary residence | 0% inside SILIB; tax on distribution depends on beneficiary residence |

PART VII

## DIFC Foundation vs. Mauritius SILIB — Full Comparison

The following master table consolidates all seven dimensions of comparison across the full range of criteria relevant to a multi-jurisdictional private client.

| Criterion | DIFC Foundation | Mauritius SILIB + Art. 78 EO |
|---|---|---|
| Legal nature | Body corporate — voluntary transfer of assets | Insurance contract — no asset transfer |
| Creditor protection mechanism | DIFC statute Art. 14 — requires litigation in DIFC Courts | Liechtenstein statute Art. 78 EO — automatic, by operation of law |
| Creditor contestation window | 3 years from transfer (Art. 14(2), 2024 amendment) | 1 year (premiums only, Art. 65 RSO); Art. 78 transfer unchallengeable |
| Forced heirship firewall | Art. 15 — DIFC law bars all foreign forced heirship claims; 2021 Court of Appeal advisory opinion | Art. 78 operates pre-succession — assets leave estate before succession law applies |
| Forced heirship: German Pflichtteil | BGH 2022 — German courts apply Pflichtteil regardless of DIFC Charter | Art. 78 operates outside Germany's reach for foreign-custodied assets |
| Forced heirship: Saudi Sharia | Art. 15 firewall — untested in Saudi courts; no adversarial precedent | Proceeds offshore: Art. 78 applies; if repatriated to Saudi Arabia: mainstream Islamic position treats as estate |
| Control retained | Yes — Art. 26(2) reserved powers; DIFC-specific advantage | Yes — switch/shift rights + beneficiary change; Art. 78 unaffected |
| Foreign court: control look-through | Risk — German/French courts apply own substance-over-form | Not applicable — insurer is legal owner regardless of policyholder control |
| Recognition mechanism | Foreign body corporate — requires company recognition | Insurance contract — universally enforceable as contract |
| Number of jurisdictions to defeat | One (DIFC) | Three simultaneously (Liechtenstein + Mauritius + custodian) |
| Immovable property outside DIFC | NOT protected — Art. 13(2)(b): lex situs governs | Not applicable — SILIB holds financial assets; real estate via LLC structure |
| UAE Corporate Tax | 0% (if QFF election valid) or 9% | Not applicable at SILIB level |
| Internal tax on growth | 0% (no UAE income tax in DIFC) | 0% — Mauritius Insurance Act |
| German AStG §15 attribution | Material risk for German-resident Founders | Insurance contract — German tax rules for insurance apply (generally more favourable) |
| CRS classification | Passive NFE — Controlling Persons reported | Financial Institution (insurer) — standard insurance reporting |
| Fraudulent transfer evidence | Foundation Charter — signed document; evidence of voluntary transfer | No deed; no voluntary transfer; only premium payments challengeable |
| Setup cost | USD 350/year + USD 5,000–12,000 professional fees | Premium-based; professional fees for structure |
| Court precedent | DIFC CA 002/2020 (2021) — advisory only; no adversarial forced heirship case decided | No cross-border Art. 78 case decided; domestic Liechtenstein application confirmed |
| Cross-border court decisions | No contested adversarial decision on foreign forced heirship or creditor challenge published | No cross-border contested decision — both structures are untested at the enforcement frontier |

PART VIII

## Client Profile — When to Use Which Structure

The choice between a DIFC Foundation and a Mauritius SILIB depends on the client's jurisdiction of residence, asset location, succession objectives, and exposure to specific forced heirship regimes.

| Client Profile | Preferred Structure | Reason |
|---|---|---|
| GCC/Saudi HNWI, assets primarily in UAE | DIFC Foundation | Established in UAE ecosystem; UAE banks familiar; UAE succession planning for UAE-sited assets; Art. 15 firewall for UAE-based estate planning |
| GCC/Saudi HNWI, assets internationally diversified (UK/CH/LU) | Mauritius SILIB | Three-lock protection; Art. 78 EO; no DIFC jurisdiction needed; assets held by international custodian already |
| German-resident HNWI | Mauritius SILIB (if Austrian/Luxembourg residency) or neither (if German — Rome I restriction) | German Pflichtteil overrides DIFC Foundation; German AStG §15 taxes Foundation; Rome I bars Liechtenstein law choice for German residents |
| Austrian/Luxembourg resident | Mauritius SILIB | Greater freedom exercised — Liechtenstein law validly chosen; Art. 78 applies; no AStG §15 risk |
| South African HNWI | Mauritius SILIB | SA courts recognise insurance contracts; Art. 78 fully effective for foreign assets; Mauritius-SA DTA |
| Indian HNWI | Mauritius SILIB | India outside Rome I; Mauritius-India DTA; Art. 78 fully effective |
| Multi-jurisdictional family (assets in 5+ countries) | SILIB + DIFC Foundation layer | Foundation holds UAE assets; SILIB holds international portfolio; complementary structures |
| Client requiring UAE real estate succession planning | DIFC Foundation + DIFC Will | Foundation for UAE real estate; DIFC Will for UAE assets not in Foundation; SILIB for international portfolio |

> The DIFC Foundation and the Mauritius SILIB are not competing alternatives — they are complementary instruments. The optimal structure for a multi-jurisdictional GCC HNWI is: DIFC Foundation for UAE-sited assets + Mauritius SILIB for internationally diversified portfolio. Each does what the other cannot.

PART IX

## Disclaimer and Primary Sources

This document is prepared for professional advisers only and constitutes educational material. It does not constitute legal, tax, financial or investment advice. No reliance should be placed on this document for any decision without independent legal and tax advice obtained in each relevant jurisdiction. The law described is as at April 2026 and is subject to change. All statutory citations have been verified from primary sources or authoritative professional commentary as indicated. Where sources cannot be independently verified, this is explicitly noted. Past protection outcomes are not indicative of future results. Each client's circumstances require individual analysis.

## Primary Sources

| Source | Description |
|---|---|
| DIFC Foundations Law No. 3/2018 (Consolidated Version No. 3, March 2024) | Full statutory text including Arts. 10, 13, 14, 15, 16, 22, 23, 26, 26A — verified from DIFC official portal |
| DIFCA [2020] DIFC CA 002 (13 January 2021) | Court of Appeal advisory opinion — DIFC public policy independent of Sharia inheritance; three-judge panel including Robert French (former Chief Justice of Australia) |
| UAE Corporate Tax Law No. 47/2022 + FTA Guidelines (May 2025) | Art. 17 Family Foundation exemption — Qualifying Family Foundation conditions; Ministerial Decision No. 261 of 2024 |
| Art. 78 Liechtenstein Exekutionsordnung (EO) | Statutory text — automatic exclusion of insurance claims from enforcement and bankruptcy; verified from SILIB-mauritius.mu and PL-insurancebroker.com |
| Art. 65, 67, 74 Liechtenstein Rechtsschutzordnung (RSO) | Contestation framework — 1-year and 5-year limits on premium payment challenges |
| Gasser Partner (2007) | Professional commentary on Art. 78 EO — cited as marketing source; independent academic verification not available |
| BGH IV ZR 110/21 (Germany, 2022) | German Federal Court of Justice — Pflichtteil is constitutional right; applies against foreign structures |
| French Cour de cassation (27 Sept 2017, Nos. 16-17198 & 16-13151) | French réserve héréditaire applicable to foreign structures where deceased was French resident |
| German AStG §15 | Attribution of foreign foundation income to German-resident Founder — material risk for German clients |
| French Art. 1649 AB CGI | French trust register — may apply to DIFC Foundations depending on characterisation |
| Mauritius Insurance Act 2005, §2 non-Mauritian policy; §81(5) | Trustee rights; FSC regulatory framework; fifth class of long-term insurance |
| SILIB Rules 2022 (GN 237/2022) | Custodian segregation; fifth class of long-term insurance; FSC licensing requirements |
| Rome I Regulation (EC) No. 593/2008, Art. 7(3) | EU life insurance choice of law — greater freedom exception; Austria/Luxembourg can choose Liechtenstein law; Germany/France cannot |
| DIFC Foundations Law amendments: Laws No. 8/2018, 2/2022, 1/2024 | Consolidated version amendments — including 2024 3-year limitation period; Art. 16A duress provision (2022) |

| Source | Description |
|---|---|
| MHQ Client Alert (March 2024) / Ocorian (April 2024) | Professional commentary on 2024 DIFC Foundations Law amendments — 3-year limitation, burden of proof reversal |
| Clifford Chance, December 2025 | Foundations and Families briefing — cross-jurisdictional recognition analysis |