

# GRAHAM WATT & CO LLP

## CLIENT INFORMATION FORM

**Client's Full Name** \_\_\_\_\_

N.B. Please note that the named client is responsible for ensuring that all invoices are paid in good time.

**Nationality (or country of incorporation in the case of a corporate client)**

\_\_\_\_\_

**Client's Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Client's Telephone Nos.**

\_\_\_\_\_ (Home)

\_\_\_\_\_ (Work)

\_\_\_\_\_ (Mobile)

\_\_\_\_\_ (facsimile)

E-mail \_\_\_\_\_

**Contact name and address (if different from above)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Beneficial owner of the firm's services (please tick)**

the client

a third party (please specify name and address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Source of funds (please tick)**

client's own funds

loan from a financial institution

other (please specify)

\_\_\_\_\_

\_\_\_\_\_

NB it is the client's responsibility to ensure that sufficient funds are available to meet estimated costs before instructing the firm.

**Client's reference for the work (optional)**

\_\_\_\_\_

By signing hereinafter, you agree that our Terms of Engagement will form the basis of our working relationship unless varied in writing.

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Date

**Office Use Only:**

Identity Document: \_\_\_\_\_ No. \_\_\_\_\_ Address Confirmed \_\_\_\_\_

\_\_\_\_\_  
Partner/Associate

\_\_\_\_\_  
Date

# GRAHAM WATT & CO LLP

## TERMS OF ENGAGEMENT

### Introduction

These are the standard terms of engagement for services provided by Graham Watt & Co LLP which will apply to all work undertaken by us unless otherwise agreed in writing. We would ask you to please review the terms carefully and let us know if you have any questions on them.

### The Client

We will act on the instructions of you, the client, who will be responsible for the payment of all charges. We shall use the contact details provided by you hereinafter unless these details are varied by you in writing. We may also, if instructed by you, accept instructions from a third party but you will be responsible for all charges resulting from such third party instructions.

### Confidentiality

Except as may be required by the Proceeds of Crime Act, or equivalent legislation, any information given to us that might reasonably be expected to be of a confidential nature, or that you inform us is confidential, will normally be treated as such. Information and materials given to us will be kept under conditions of normal office security. Please note that many of the services we undertake on your behalf will result in eventual publication of information as a normal consequence of our action, eg. filing a patent application.

### Estimates

We are happy, on request, to provide estimates of likely costs. However, such estimates are for guidance only and final charges may be higher or lower than the estimates. We will inform you if we become aware that any estimate is likely to be inaccurate.

### Instructions

Please take careful note of any deadlines given in our correspondence and be aware that failure to meet such deadlines may result in loss of rights or incur additional costs. If we do not receive written instructions in good time we shall take the absence of those instruction as an implicit instruction not to take action. You shall remain liable for all charges incurred up to that time.

Instructions to us should be in writing. We can accept oral or e-mailed instructions, but clients should ensure that we have received and understood such instructions in good time before any deadlines. For example, you could contact our offices by telephone to ensure late-sent instructions have been received. We cannot accept responsibility for failing to act on instructions sent by e-mail or other means that fail to arrive in time to be acted upon. We shall not have any liability for any misunderstanding or misinterpretation on either side resulting from oral instructions.

### Oral Advice

Oral advice given or views expressed should be regarded as being only a preliminary opinion. No reliance should be placed on them without first obtaining a written opinion given by us after a full consideration of the facts of the relevant issue.

### Retention of Information

Documents, samples and other items provided by you on your behalf to us will remain your property and will be returned to you upon request. Such documents and samples will be retained by us for an appropriate period, being not less than six months, from the latest action on the file to which they relate and may thereafter be destroyed.

### Terms of Payment

Payment of our invoices is due within thirty days of the date of the invoice, unless otherwise agreed in writing. Payments may be made either in cash, by cheque, or by banker's draft. Transfers may be made direct to our bank account, the details of which are available upon request.

We may agree a credit limit with you. In the case of you having an overdue account which exceeds the credit limit, we have the right to cease any further work for you even if this results in the loss of your rights.

### Payments in Advance

You will normally be asked to deposit funds with us as an advance payment prior to work being undertaken. In the event that it appears that our fees and other charges will exceed the balance of the amount deposited with us, then we may request an additional advance. Unused balances of any advance payments will be refunded to the client when the relevant matter has been concluded.

### Transfer of Work

Should the client at any time instruct that responsibility for any activity to which a file relates be transferred to another person or persons, we may retain the file but shall, on your instruction make copies of any documents contained therein and forward such copies as instructed, but always provided no invoices are outstanding. We may instead send the original documents. We shall be entitled to make a reasonable charge for this service.

### Disputes

We expect our business relationship with you to run smoothly but if any problems arise which cannot be resolved between you and your usual contact at Graham Watt & Co LLP then you may refer the matter to a Partner who has not been involved with your work. If after this you remain dissatisfied, you should contact the Chartered Institute of Patent Attorneys, which will consider your complaint.

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**IMPORTANT NOTICE FOR ALL DIRECT CLIENTS**

**MONEY LAUNDERING REGULATIONS 2003 and 2007**

The Proceeds of Crime Act and Money Laundering Regulations which have, for some time, applied to banks and financial institutions, now extend to the legal profession, including patent attorneys.

A consequence of this is that in every case where we act for a new client, or an existing client in certain circumstances, we are required to establish and record the identity and the address of that client and the beneficial owner of services we carry out upon the client's instructions (the beneficial owner includes anyone who, instead of or in addition to the client, is intended to benefit from the service being requested from the firm). We must therefore ask for specific evidence of both identity and address. You will see below a list of documents that will provide evidence of both identity and a list of documents that will provide evidence of address.

Would you please arrange to call into these offices to bring an original document proving identity and an original document proving your address for us to copy for our records. You must bring 2 documents. Please note we cannot begin to work on your file until we have this identification.

If you cannot attend at our offices with your two forms of identification then you should arrange for a member of a professional organisation (e.g. solicitor, accountant, bank manager, GP etc) to certify your identification with their company stamp and forward the certified copies to us.

**PERSONAL IDENTIFICATION**

Full Passport  
National Identity Card with photo  
Full Driving Licence  
Building Society passbook  
Cleared Cheque on a UK Bank  
Travel Pass  
Credit Reference Agency search  
Birth/Marriage certificate

**ADDRESS CONFIRMATION (less than 3 months old)**

Utilities bill (or letter from a utilities company)  
Mortgage statement  
Council tax or Inland Revenue tax demand  
Bank/Building Society statement or passbook  
Visit to home address  
Check of local telephone directory  
Check of electoral roll  
Letter of introduction  
House or motor insurance certificate

In the case of corporate clients listed on a recognised exchange, the address confirmation may be dispensed with. For unlisted corporate clients, both personal identification and address confirmation is necessary in respect of at least two directors / shareholders / partners etc.

While normally we keep confidential all information supplied by a client, you should be aware that in certain circumstances we would have to make a report to the Serious and Organised Crime Agency (SOCA) without telling you as this would constitute the crime of "tipping off". In circumstances where we have to make a report to SOCA which we cannot tell you about, our duty to report overrides our duty of care and confidentiality to you as our client.

For our records, please complete and sign the attached Client Information Form, ensuring that you have read and noted our Terms of Engagement.

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