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20th May 2011

Dear Sirs

We thank you for your recent business and welcome you as a customer of Middlegate (Europe) Limited. In order to clarify your details and open a credit account we enclose a Customer Account Application Form which we would be pleased if you will complete and return to us.

Please note that if the Customer Account Application Form is not duly returned within 14 days we may not be able to extend you credit terms.

Enclosed is a notice under the Data Protection Act relevant to Unincorporated customers only.

It will be assumed that the letter and documentation have been received and the terms and conditions of trade duly apply.

If you require any clarification on any point please do not hesitate to contact the undersigned.

Yours faithfully

For Middlegate Europe Limited

## **NOTICE UNDER THE DATA PROTECTION ACT RELEVANT TO UNINCORPORATED CUSTOMERS ONLY**

- 1, We may transfer information about you to our Financiers, who:
  - (a) may store and process information about your business and its principal(s) on their computers, the computers of any associated company used by them and in any other way: information will be used by them for credit or financial assessments, making payments, recovering monies, training, preparing statistics, preventing bad debts, fraud and money laundering:
  - (b) from time to time, may make searches of your records at their credit reference agencies and other enquiries in accordance with their normal procedures: your records with such agencies include searches made and information given by other businesses: details of their searches will be kept by such agencies:
  - (c) may give information about you and your indebtedness to: (i) any associated company of theirs - so that they may make credit or financial decisions and for statistical analysis: (ii) any guarantor or indemnifier of your or our obligations to them - so they can assess such obligations or so they can enforce such obligations: (iii) their or our bankers or any advisers acting on their or our behalf - so they can carry out their services: (iv) any business to whom your indebtedness or our financing arrangements with them may be transferred - to facilitate such transfer: and (v) their credit reference and fraud prevention agencies - to give out information and assessments to other subscribers for credit and lending decisions, preventing bad debts, fraud and money laundering:
  - (d) may monitor and/or record your phone calls with them, for training and/or security purposes:
  - (e) may make decisions about you solely using an automated decision making process, such as credit scoring: however they will tell us if they make a significant decision only using such a process, and we will advise you so that you can then request a review of the decision by them using other means.
- 2, We will provide you with details of our financiers on request, including a contact telephone number, if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You have a legal right to these details. You can also obtain a copy of the information they hold about you if an application is made to them in writing. However a fee will be payable.

## CUSTOMER ACCOUNT APPLICATION FORM

Company Name:	Nature of Business:
Trading Name:	Company Registration No:
Trading Address:	Registered Office:
Phone Number:	Credit Limit Required:
Fax Number:	Contact Operations:
E-Mail Address:	Contact Accounts:
Vat Registration No:	

PLEASE SUPPLY TWO TRADE REFERENCES	
Name: Address:	Name: Address:

### CONDITIONS OF OPENING ACCOUNT

The standard trading conditions of Middlegate (Europe) Limited, are as detailed below  
Copies of all our conditions are available upon request.

Terms of payment, accounts are payable by the 30th of the Month following the date of Invoice, except for Import Duty and VAT which are payable by return.

The conditions referred to above are accepted by the customer when signing this application form.

Signature:	Position In Company:
Print Name:	Date:

**NOTE FAILURE TO COMPLY WITH THE ABOVE CONDITIONS MAY RESULT IN WITHDRAWAL OF CREDIT FACILITIES**