

**PRIVACY ACT
ACKNOWLEDGMENT, AUTHORITY AND AGREEMENT**

In accordance with the Commonwealth Privacy Act, all parties to a finance or credit application who are natural persons should complete this form (after reading it very carefully) and submit it to FOODBOSS.

TO: FOODBOSS PTY LTD, ABN 91 106 531 784 "FOODBOSS" DATE: / /200
24-27 Lambridge Place, Nth Penrith, NSW 2750 PO Box 4388, Penrith NSW 2750
Fax: (02) 4722 6311 Email - store@foodboss.com.au

Name/s of Applicant/s or Customer/s: _____

Type of Facility or Contract N^o (if approved) Debtors Account

1. Acknowledgment about collection, use and disclosure of personal information by FOODBOSS

I/We, being natural persons to whom the Privacy Act and the National Privacy Principles apply, hereby acknowledge and agree –

- a) that FOODBOSS (and/or its related companies as named below) will collect, record and store personal information that identifies me/us or from which my/our identity can be reasonably ascertained ("personal information") in order from time to time.
 - i) to assess finance applications submitted by the above-named Applicant/Customer ("finance applications"); and
 - ii) to manage credit facilities provided to the above-named Applicant/Customer ("credit facilities"), including (but not limited to) the recovery of money owing, the administration of insurance claims, the maintenance of securities and/or the maintenance of goods; and
 - iii) to establish my/our address or whereabouts if correspondence or notices sent to me/us have not been deliverable; and
 - iv) to identify and send to me/us information about other products or services that it is considered will be of interest to me/us but on the understanding that I/we may at any time stop this happening by contacting FOODBOSS by mail, fax or e-mail at the above addresses.
- b) that personal information collected may include sensitive information about my health where, in the opinion of FOODBOSS, that has a bearing on my capacity to meet my obligations (actual or proposed).
- c) that personal information may be obtained from third parties including credit reporting agencies, other credit providers, trade suppliers and public records including (but not limited to) electoral rolls, land title registers, registers of births, deaths and marriages, registers of drivers' licences (or other statutory or professional licences), motor vehicle registers, business names registers, bankruptcy records, court judgements, telephone numbers and tenancy records.
- d) that without personal information being collected, FOODBOSS will be unable to assess finance applications or manage credit facilities that relate to the above-named Applicant/Customer.
- e) that, except in limited circumstances, I/We can obtain details of the personal information FOODBOSS holds about me/us by sending a request to FOODBOSS at the above address by mail, facsimile or e-mail.
- f) that subject to the provisions of the Privacy Act, some of the personal information collected by FOODBOSS may be disclosed to parties outside of FOODBOSS (and its related companies), but only so FOODBOSS can obtain securitised funding for its business, process credit applications from the Applicant/Customer or from me/us, keep its records up to date and/or manage credit facilities provided to the Applicant/Customer. Disclosure to outside parties may also be made if it is required or authorised by law. The types of organisations to whom information might be disclosed include (but are not limited to) –
 - i) credit reporting agencies;
 - ii) other credit providers including securitised lenders to FOODBOSS;
 - iii) a solicitor, accountant or broker nominated in section 4 below;
 - iv) suppliers and/or repairers of the goods or security which are the subject of a credit facility;
 - v) insurers, insurance brokers, insurance assessors or insurance investigators;
 - vi) trade, commercial and/or mercantile agents and auctioneers;
 - vii) auditors, solicitors, valuers, engineers, quantity surveyors or other professional consultants engaged to act for or to advise FOODBOSS in connection with a credit application or credit facility relating to the Applicant/Customer.
 - viii) insolvency practitioners such as Administrators, Receivers and Liquidators, if there is default in regard to a credit facility provided to the Applicant/Customer;
 - ix) auditors appointed to examine the records of FOODBOSS;
 - x) the Australian Taxation Office and the Australian Securities & Investments Commission; and
 - xi) Roads & Traffic Authorities, Vehicle Registration Authorities and/or Motor Clubs.

2. Authority from the Applicant/Customer who is a natural person for FOODBOSS to Perform Certain Actions.

I/We, the Applicant/Customer, acknowledge and agree –

- a) that if it is considered relevant in assessing my/our application for personal finance, FOODBOSS or its agent may obtain a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons;
- b) that if it is considered relevant in assessing my/our application for commercial finance, FOODBOSS may obtain from a credit reporting agency a credit report containing personal credit information about me/us.
- c) that if it is considered relevant to collecting overdue payments in respect of commercial finance provided to me/us, FOODBOSS may receive from a credit reporting agency a credit report containing personal information about me/us.

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- d) that FOODBOSS may give to and seek from any other credit providers named in the accompanying finance application and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- e) that FOODBOSS may give to any guarantor or proposed guarantor any personal credit information or records that has/have a bearing on my/our credit worthiness, credit standing, credit history or credit capacity in connection with my/our personal credit facilities. In the case of a proposed guarantor, the information is for the purpose of deciding whether to act as guarantor of or to offer security for such credit facilities.
- f) that FOODBOSS may give to any guarantor of my/our personal credit facilities under a contract of guarantee or security entered into before the date of this authority, any personal credit information that is relevant to the amount or possible amount of the guarantor's liability under the contract of guarantee or security.
- g) That FOODBOSS may provide information about the amount outstanding on the credit facility to any person nominated in Section 4 below, to any company related to FOODBOSS, or to an insurer handling an insurance claim relating to goods which are the subject of the credit facility or to property held as security for the credit facility.
- h) that FOODBOSS (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by me/us to FOODBOSS or a related company on any other account as well as any amount which FOODBOSS or a related company is recovering as the agent of another party.

3. Authority from the Director/s of the Applicant and/or Guarantor/s or proposed Guarantor/s for FOODBOSS to Perform Certain Actions.

I/We, Director/s of the Applicant and/or Guarantor/s or proposed Guarantor/s, acknowledge and agree –

- a) that, if it is considered relevant in assessing the application for the credit facility or collecting overdue payments in respect of the credit facility, FOODBOSS may obtain from a credit reporting agency a credit report containing personal credit information about me/us.
- b) that FOODBOSS may give to and seek from any other credit providers named in the application for the credit facility and any credit providers that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial credit reporting agency respectively, information about my/our personal or commercial credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- c) that FOODBOSS (or any of its related companies) may use the information it has collected or will collect in connection with the credit facility for recovering any amounts owed by me/us to FOODBOSS or a related company on any account as well as any amount which FOODBOSS or a related company is recovering as the agent of another party.

4. Authority to Give Information to Agents

I/We authorise the person/s named below to give to and receive from FOODBOSS any record or personal information about me/us in connection with the processing and acceptance of any application for credit facilities and/or the subsequent management of any credit provided –

Names/s of Authorised Person/s

Finance Broker: _____

Accountant: _____

Solicitor: _____

*Applicant/Guarantor/Director**
*Full Name (Printed) * Delete whichever is inapplicable Signature*

*Applicant/Guarantor/Director**
*Full Name (Printed) * Delete whichever is inapplicable Signature*

*Applicant/Guarantor/Director**
*Full Name (Printed) * Delete whichever is inapplicable Signature*

*Applicant/Guarantor/Director**
*Full Name (Printed) * Delete whichever is inapplicable Signature*

If insufficient space, please complete a second Acknowledgment and connect it to this one.