

Financial Services

Pool Advance Account Application Form (“Application”)

A. Customer Details

Entity Name:			
Entity Type: Sole-trader [] Partnership [] Company [] Trust* []			
ABN:		ACN:	
Trading Name:			
Property Name:			Property Size: Ha.
Address:			
Suburb/Town:			State: Postcode:
Tel No:		Fax. No:	Mobile:
Email:		Principal Contact:	

** Note: If the applicant is a trustee, the Entity Name should be "In its own capacity and as Trustee for" and then the name of the Trust. If the applicant is a trustee or executor of a deceased estate, the Entity Name should be "As trustee / executor of the estate of the late" and then the name of the deceased. Trustees will be required to supply a copy of the Trust Deed with this application.*

B. Details of Applicant

Provide details of the Sole Trader or all Partners, Directors, Trustees, Trustee Directors or Beneficiaries.

Full name of Applicant:	Relationship / Position*:	Date of Birth:
<input type="text"/>	<input type="text"/>	<input type="text" value="DD/MM/YYYY"/>
<input type="text"/>	<input type="text"/>	<input type="text" value="DD/MM/YYYY"/>
<input type="text"/>	<input type="text"/>	<input type="text" value="DD/MM/YYYY"/>
<input type="text"/>	<input type="text"/>	<input type="text" value="DD/MM/YYYY"/>

** Note: for companies show "Director" or "Secretary"; trusts show "Trustee", "Trustee Director" or "Beneficiary"; and for partnerships show "Partner". All Applicants must also complete a separate 'AML/CTF Identification Form for Individuals' and the Business Purpose Declaration in Section D of this Application.*

C. Pool Deliveries

The Pool Advance Account is a line of credit, available to growers who deliver to select Viterra pool payment options (including, but not limited to the Quarterly Distribution payment option). At your request, the Pool Advance Account will be linked to Delivery Cards you nominate, and the line of credit will automatically increase as cleared tickets are transferred to the pool. Pool distributions will be paid to the Pool Advance Account to repay any debt and the line of credit will decrease in accordance with the Terms and Conditions (referred to in Section E below).

Delivery Cards to be linked to the Pool Advance:
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D. Business Purpose Declaration

I/We declare that the credit to be provided to me/us by Viterra is to be applied wholly or predominantly for business purposes or investment purposes, other than investment in residential property.

I/We declare that this declaration was signed before entering into this credit contract (Section E of this Application).

IMPORTANT

You should **only** sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

Full name of Applicant:

Signature of Applicant:

Date:

DD/MM/YYYY
DD/MM/YYYY
DD/MM/YYYY
DD/MM/YYYY

E. Credit Contract

In requesting a Pool Advance Account, the Customer and each person signing this Application (jointly and severally the **"Applicant"**) acknowledges, agrees, warrants, represents and confirms that:

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| <ol style="list-style-type: none"> 1. All information set out in this Application is true and correct in every particular. 2. The Applicant understands that this Application is made to Viterra Ltd ABN 59 084 962 130 ("Viterra") for acceptance by Viterra in its absolute discretion. 3. This Application forms part of the Contract and is to be read in conjunction with the 'Terms and Conditions for Account Access Facilities' ("Terms and Conditions"), which is available on the Financial Services section of Viterra's website at http://www.viterra.com.au. 4. Viterra will be relying on the declarations by the Applicant in this Application in providing financial accommodation to the Applicant. 5. If the Applicant is a company, the Applicant declares that the directors of the Applicant have determined that it is in the Applicant's best interests to establish a Pool Advance Account with Viterra pursuant to the terms of the Contract. 6. The Applicant has not committed an act of bankruptcy, the Applicant is not insolvent and has not entered into any arrangement, composition or assignment for the benefit of creditors. 7. Viterra may collect Personal Information about the Applicant to enable it to assess this Application and, if it is approved, to provide the Applicant with the Pool Advance Account applied for by the Applicant. Without this information Viterra may not be able to consider or approve the Application or provide the Applicant with a Pool Advance Account. 8. Viterra may give information about the Applicant to: <ol style="list-style-type: none"> 8.1. a credit reporting agency; 8.2. any service provider Viterra engages to carry out or assist its functions and activities; 8.3. third party organisations who provide platforms, databases or methods of obtaining the credit; | <ol style="list-style-type: none"> 8.4. debt collection agencies; 8.5. regulatory bodies, government agencies, law enforcement bodies and courts; 8.6. its related companies; 8.7. other persons to whom Viterra is authorised or required by law to disclose information; and 8.8. other persons where the Applicant has consented to the disclosure, <p>for the purposes of assessing and approving this Application, providing the Applicant with the Account applied for under this Application and managing the Account.</p> <ol style="list-style-type: none"> 9. Viterra may transfer Personal Information (including Account information) to its related corporations outside of Australia. In making these overseas transfers Viterra will require that the overseas organisation does not hold, use or disclose Personal Information (including Account information) in a manner that is inconsistent with the National Privacy Principles. 10. Viterra may give information about the Applicant to a credit reporting agency to obtain a consumer credit report about the Applicant, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about the Applicant. 11. This information (which may be given before, during or after the provision of credit to the Applicant) may include: <ol style="list-style-type: none"> 11.1. the Applicant's identity particulars; 11.2. the fact that the Applicant has applied for credit and the amount; 11.3. the fact that the Viterra is a current credit provider to the Applicant; 11.4. payments which are overdue by more than 60 days, and for which debt collection action has started; 11.5. advice that the Applicant's payments are no longer |
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- overdue in respect of any default that has been listed;
- 11.6. information that, in the opinion of Viterra, the Applicant has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with the Applicant's credit obligations);
 - 11.7. cheques drawn by the Applicant for \$100 or more which have been dishonoured more than once; and
 - 11.8. any other information permitted to be included in a credit information file under the *Privacy Act 1988* (Cth).
12. Viterra may obtain information about the Applicant's commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, for the purpose of assessing this Application and for the purpose of assisting in collection of overdue payments in respect of the credit applied for.
 13. Viterra may exchange information (including a credit report) relating to the Applicant's credit worthiness with other credit providers:
 - 13.1. to assess an application by the Applicant for credit;
 - 13.2. to notify other credit providers of a default by the Applicant;
 - 13.3. to exchange information with other credit providers as to the status of the Applicant's credit arrangements where the Applicant is in default with other credit providers;
 - 13.4. to assess the Applicant's credit worthiness; and
 - 13.5. to provide a reference to another credit provider or to receive a reference from another credit provider in relation to assessing an application by the Applicant for consumer credit.
 14. The information exchanged can include anything about the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth).
 - 14.1. Viterra may obtain a consumer credit report containing information about the Applicant from a credit reporting agency for the purpose of:
 - 14.2. assessing any application made by the Applicant for commercial credit; or
 - 14.3. collecting overdue payments relating to commercial credit owed by the Applicant.
 15. If Viterra declines this Application due to adverse information on an Applicant's consumer credit report or commercial credit report then that Applicant and each other Applicant may be notified that this Application has been declined wholly or partly on the information derived from a consumer credit report or a commercial credit report relating to the Applicant.
 16. Viterra is required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ("**AML/CTF Act**"), and that:
 - 16.1. Viterra is required to verify the name, address and date of birth of all parties to this application;
 - 16.2. If the Applicant is a company or a trust, Viterra may require the Applicant to provide additional documentation to comply with the AML/CTF Act requirements;
 - 16.3. Viterra will suspend or refuse any transaction that Viterra suspects may be an attempt to launder money or finance terrorism, and Viterra will not be liable to the Applicant if Viterra does so;
 - 16.4. Viterra will take any action that Viterra reasonably believes is necessary to comply with the AML/CTF Act, including disclosing any information Viterra holds about the Applicant to AML/CTF regulators; and
 - 16.5. The Applicant will notify Viterra if the Applicant is or becomes a 'politically exposed' person or organisation for the purposes of the AML/CTF Act.
 17. Calculation of the Pool Advance Account will be linked to the discounted value of grain deliveries to selected Viterra grain pools (including, but not limited to the Quarterly Distribution payment option) and that distributions from these pools will be made to the Pool Advance Account, to repay the Pool Advance Account debt in accordance with the Terms and Conditions.
 18. The Applicant warrants that the Pool Advance Account will be used wholly or predominantly for business or investment purposes other than investment in residential property, and that by signing the Business Purpose Declaration, the Applicant acknowledges that the Applicant may lose protection under the National Credit Code.
 19. The Applicant agrees to pay all account keeping fees and charges as described in the 'Schedule of Fees and Charges'. The Applicant acknowledges and agrees that the Schedule of Fees and Charges may be amended by Viterra from time to time in accordance with the Terms and Conditions.
 20. The Applicant may not transfer or otherwise assign the rights, entitlements and obligations of the Pool Advance Account. Viterra may assign the rights, entitlements and obligations in respect of the Pool Advance at anytime, without requiring the Applicant's consent.
 21. The Applicant may be eligible for a VISA Business Debit Card or cheque book and these facilities are governed by the Terms and Conditions as they presently stand and as they may be amended from time to time by Viterra in the ordinary course of its business, whether or not notice of such amendment is received by the Applicant.
 22. A term or part of a term in this Application that is illegal or unenforceable may be severed from this Application and the remaining terms or parts of the term of this Application continue in force.
 23. Any term not defined in this Application has the same meaning as this term is given in the Terms and Conditions.
 24. The Applicant:
 - 24.1. has read the Terms and Conditions and all other documents forming part of the Contract (if applicable); and
 - 24.2. understands the Applicant's obligations under the Contract and agrees to be bound by the terms of the Contract.

ALL OWNERS, PARTNERS, DIRECTORS & TRUSTEES MUST SIGN BELOW.

Full name of Applicant:

Signature of Applicant:

Date:

DD/MM/YYYY
DD/MM/YYYY
DD/MM/YYYY
DD/MM/YYYY