

Wool

Shearing Advance 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 Customer 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 Customer 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 also need to complete a separate ‘AML/CTF Identification Form for Trusts’ and 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 or Trustee Directors.

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” or “Trustee Director”; and partnerships show “Partner”. All Applicants must also complete a separate ‘AML/CTF Identification Form for Individuals’ and the Business Purpose Declaration in Section H of this Application.

C. Shearing Advance requirements

Amount Required (up to \$450 per bale or 50% of the value of the clip whichever is the lesser) \$	Advance Required by (allow 10 business days): DD/MM/YYYY
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D. Details of the wool consignment offered as security

The Shearing Advance is a short-term loan available to approved wool growers who enter into a consignment contract with Viterra (as defined in item 4 of section H of this Application) (“**Consignment Contract**”) for future delivery of wool to Viterra on a consignment basis. The amount of the Shearing Advance is based on the discounted value of the wool to be delivered under the Consignment Contract as specified below. If the Shearing Advance is approved:

- the Applicant will be entitled to instruct Viterra to pay the Shearing Advance to the bank account nominated by the Applicant in Section F of this Application; and
- the amount drawn down will be automatically repaid to Viterra from the proceeds of sale of the wool under the Consignment Contract or may be set off against any other amount due to the Applicant from Viterra for commodities delivered by the Applicant or on the Applicant's behalf to Viterra.

Number of Bales:	Micron Range:	Avg. Rate per Bale: \$	Est. Value of Wool Clip: \$
Nominated delivery site:			Commission per Bale: \$

E. Wool insurance

I/We:

- authorise Viterra to deduct a premium for sheep-back to store transit insurance; or
- provide the following certificate of current insurance cover:

Insurance provider:	Policy number:	Amount insured: \$
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F. Account to be credited

I/We authorise Viterra to transfer the Shearing Advance on our written or verbal instructions to the following bank account:

Financial Institution Name:	
Account held in the name of:	
BSB:	Account:

G. Business Purpose Declaration

I/We declare that the Shearing Advance 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 the Consignment Contract.

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:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	DD/MM/YYYY
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	DD/MM/YYYY
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	DD/MM/YYYY
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	DD/MM/YYYY

H. Declaration by Applicant

In requesting a Shearing Advance, the Customer and each person signing (or that is required to sign) 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. In this Application, a reference to "Viterra" includes a reference to Viterra Ltd ABN 59 084 962 130 or an entity which is, or may in the future become, a related entity of Viterra Ltd ABN 59 084 962 130. 3. The Applicant understands that this Application is made to Viterra for acceptance by Viterra in its absolute discretion. 4. The terms on which Viterra will provide a Shearing Advance are contained in the Consignment Contract, which comprises: <ol style="list-style-type: none"> 4.1. any letter(s) of offer, any letter(s) of confirmation and any subsequent Letter(s) of Variation (as described in item 6.2 below) sent to the Applicant by Viterra; 4.2. the shearing advance and consignment terms ("Shearing Advance and Consignment Terms") which are available on the Wool section of Viterra's website at http://www.viterra.com.au; and 4.3. the Applicant's signed Application. 5. The Applicant agrees that, in the event of any inconsistency between the documents listed in item 4, they are to be interpreted in the order of precedence in which they are listed such that, for example, the document described in item 4.1 will prevail over the documents described in items 4.2 and 4.3 to the extent of any inconsistency. 6. The Applicant agrees that, Viterra may amend or vary the | <p>Consignment Contract at any time by:</p> <ol style="list-style-type: none"> 6.1. in relation to the Shearing Advance and Consignment Terms, publication of the amendment on Viterra's website; and 6.2. in relation to any other document comprising part of the Consignment Contract, by notice in writing ("Letter of Variation"). <ol style="list-style-type: none"> 7. An amendment or variation of the Consignment Contract by the Applicant will only be effective if in writing and signed by each party. 8. Viterra will be relying on the declarations by the Applicant in this Application in providing financial accommodation to the Applicant. 9. 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 apply for a Shearing Advance on the terms of the Consignment Contract. 10. 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. 11. Viterra may collect 'Personal Information' about the Applicant (being information or an opinion whether true or not and whether recorded in material form or not, or can be readily obtained from that information or opinion) to enable it to assess this Application and, if it is approved, to provide the Applicant with the Shearing Advance. Without this |
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- information Viterra may not be able to consider or approve the Application or provide the Applicant with a Shearing Advance.
12. Viterra may give information about the Applicant to:
 - 12.1. a credit reporting agency;
 - 12.2. any service provider Viterra engages to carry out or assist its functions and activities;
 - 12.3. third party organisations who provide platforms, databases or methods required for delivering financial services to the Applicant;
 - 12.4. debt collection agencies;
 - 12.5. its related companies;
 - 12.6. regulatory bodies, government agencies, law enforcement bodies and courts;
 - 12.7. other persons to whom Viterra is authorised or required by law to disclose information; and
 - 12.8. other persons where the Applicant has consented to the disclosure,
 for the purposes of assessing and approving this Application, and providing the Applicant with the Shearing Advance.
 13. Viterra may transfer the Applicant's Personal 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 in a manner that is inconsistent with the National Privacy Principles.
 14. 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.
 15. This information (which may be given before, during or after the provision of credit to the Applicant) may include:
 - 15.1. the Applicant's identity particulars;
 - 15.2. the fact that the Applicant has applied for credit and the amount;
 - 15.3. the fact that the Viterra is a current credit provider to the Applicant;
 - 15.4. payments which are overdue by more than 60 days, and for which debt collection action has started;
 - 15.5. advice that the Applicant's payments are no longer overdue in respect of any default that has been listed;
 - 15.6. 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);
 - 15.7. cheques drawn by the Applicant for \$100 or more which have been dishonoured more than once; and
 - 15.8. any other information permitted to be included in a credit information file under the *Privacy Act 1988* (Cth).
 16. 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.
 17. Viterra may exchange information (including a credit report) relating to the Applicant's credit worthiness with other credit providers:
 - 17.1. to assess an application by the Applicant for credit;
 - 17.2. to notify other credit providers of a default by the Applicant;
 - 17.3. 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;
 - 17.4. to assess the Applicant's credit worthiness; and
 - 17.5. 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.
 18. 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).
 19. Viterra may obtain a consumer credit report containing information about the Applicant from a credit reporting agency for the purpose of:
 - 19.1. assessing any application made by the Applicant for commercial credit; or
 - 19.2. collecting overdue payments relating to commercial credit owed by the Applicant.
 20. 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.
 21. Viterra is required to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ("**AML/CTF Act**"), and that:
 - 21.1. Viterra is required to verify the name, address and date of birth of all parties to this application;
 - 21.2. 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;
 - 21.3. 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;
 - 21.4. 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
 - 21.5. 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.
 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 but which is defined in the Shearing Advance and Consignment Terms has the same meaning as set out in the Shearing Advance and Consignment Terms.
 24. The Applicant understands the Applicant's obligations under the Consignment Contract and agrees to be bound by the terms of the Consignment 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