

INDIVIDUAL GUARANTOR DETAILS (each a "Guarantor")

(If the Customer is a private Company, all directors and shareholders must be a Guarantor. If the Customer is a Partnership, all partners must be a Guarantor.)

Full Name	Private Address	Driving Licence No	Date of Birth	Mobile Number

EXECUTED AS A DEED

This Application for Trading Account (incorporating the Trading Terms) is executed as a **deed** by the Customer and each Guarantor.

DATE:

CUSTOMER

By executing this deed each Customer acknowledges that it has read and understood the terms of this Application for Trading Account, and has granted in favour of Sadleirs – Resources each Privacy Act consent and each security interest contained in the Trading Terms

[Execution clause if Customer is a company]

Executed by the Customer in accordance with section 127(1) of the Corporations Act by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

[Execution clause if Customer is an individual. If Customer is a Partnership each partner must sign]

Signed, Sealed and Delivered by the Customer in the presence of:

Witness (Signature)

Customer (Signature)

Name of Witness (Print Name)

Name of Customer (Print Name)

Signed, Sealed and Delivered by the Customer in the presence of:

Witness (Signature)

Customer (Signature)

Name of Witness (Print Name)

Name of Customer (Print Name)

Execution Clause - Incorporated Associations

Please note that the requirements for execution of deeds or other documents under seal by an Incorporated Association are prescribed by legislation and vary from State to State.

In SA, QLD, VIC, TAS, ACT and NT the constitution of the incorporated association will specify who must witness the affixing of the common seal.

In NSW the affixing of the common seal must be witnessed by 2 authorised signatories, who may be the public officer and a committee member who has been appointed as an authorised signatory.

THE COMMON SEAL of [the Customer / Name of Incorporated Association] was affixed in accordance with its constitution in the presence of:

Authorised Person (Signature)

Authorised Person (Signature)

Office Held

Office Held

Name of Authorised Person (Print Name)

Name of Authorised Person (Print Name)

GUARANTORS - INDIVIDUALS

By executing this deed each Guarantor acknowledges that it has read and understood the terms of this Application for Trading Account, and has granted in favour of Sadleirs – Resources each Privacy Act consent and each security interest and guarantee and indemnity contained in the Trading Terms

[Execution clause if Guarantor is an individual]

Signed, Sealed and Delivered by the Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Name of Guarantor (Print Name)

Signed, Sealed and Delivered by the Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Name of Guarantor (Print Name)

Signed, Sealed and Delivered by the Guarantor in the presence of:

Witness (Signature)

Guarantor (Signature)

Name of Witness (Print Name)

Name of Guarantor (Print Name)

NATIONAL CREDIT CODE: DECLARATION OF PURPOSES FOR WHICH CREDIT PROVIDED

The Customer declares that the credit to be provided to it by the credit provider is to be applied wholly or predominantly for:

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

IMPORTANT

You should **only** sign this declaration if this credit/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.

Signed for the Customer by:

Print Name _____

Signature _____

Title _____

Date of declaration _____

ACKNOWLEDGEMENT AND AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)**CREDIT CUSTOMER**

I/We understand that the Customer has applied to Sadleirs – Resources for a Trading Account in relation to the supply of goods and services by Sadleirs – Road Distribution Services from time to time.

I/We further acknowledge and understand that as directors/partners/principal/ or guarantor of the Customer (as applicable), Sadleirs – Resources may seek credit reporting information from a credit reporting body and credit information and credit eligibility information from other credit providers concerning my/our personal credit dealings.

Sadleirs – Resources maintains a credit reporting data management policy about the collection, management and disclosure of credit information and credit eligibility information held by it. This policy also addresses a number of matters required under the Credit Reporting Code of Conduct (**CR code**).

Acknowledgment and Authority that Credit Information may be given to a Credit Reporting Body

I/We understand that Section 21D of the Privacy Act permits Sadleirs – Resources to disclose to a credit reporting body certain credit information, and other personal information, concerning my/our association with the Customer's credit application. I/We understand that the information which may be given to a credit reporting body includes:

- Identifying details of myself/ourselves.
- The type and amount of credit sought in an application to Sadleirs – Resources (or that I/We have offered to act as guarantor(s) in respect of the Trading Account arrangement).
- Payments of \$150 or more which become more than 60 days overdue.
- Advice that payments are no longer overdue.
- That in the opinion of Sadleirs – Resources I/we have committed a serious credit infringement in relation to consumer credit provided to me/us.
- That the credit provided to me/us by Sadleirs – Resources has been discharged.
- Any court judgment that relates to any credit that has been provided to, or applied for by, me/us.

- Any personal insolvency information about me/us (as defined in the Privacy Act 1988 (Cth)).
- Publicly available information about me/us that relates to my/our activities in Australia and my/our credit worthiness.

Authority for Sadleirs – Resources to obtain and disclose Credit Information

I/we authorise Sadleirs – Road Distribution Services to:

- Obtain from a credit reporting body credit reporting information about me/us.
- Obtain information about my/our commercial activities or commercial credit worthiness from a business which provides information about commercial creditworthiness.
- Use or disclose such information for the purpose of assessing my/our application for commercial credit or collecting payments that are overdue in relation to the credit the subject of my/our application.

Authority to Exchange Information with Other Credit Providers

I/We authorise Sadleirs – Resources to seek and obtain from credit providers credit eligibility information about me/us for the purposes of assessing my/our application for credit, assisting in collecting payments that are overdue in relation to my/our credit, notifying other credit providers of a default by me/us, exchanging information with other credit providers as to the status of the Customer's loan where I/we are in default with other credit providers and assessing my/our credit worthiness. I/We understand 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 to or receive from each other under the Privacy Act.

Banker's Opinions

I/We authorise Sadleirs – Resources to seek and obtain a banker's opinion for purposes connected with my/our business, trade or profession.

Authority for Trade Insurers

I/We authorise a trade insurer in relation to an application by the Customer for commercial credit to obtain credit reporting information about me/us for the purposes of assessing whether to insure or the risk of insuring Sadleirs – Resources or assessing the risk of default by the Customer and/or me/us in our capacity as guarantors on the commercial credit application.

Use of Information

I/We understand the information obtained by Sadleirs – Resources may be used for any of the purposes referred to in this authority and to notify Sadleirs – Resources 'successor and assigns, Sadleirs – Resources' financiers and/or any assignees or any lender to an assignee of Sadleirs – Resources' interests in any Amount(s) Payable arising under the Trading Terms between the Customer and Sadleirs – Resources from time to time.

Disclosure to Guarantor

I/We authorise Sadleirs – Resources to disclose credit eligibility information about me/us to:

- a guarantor, to keep the guarantor informed about the guarantee; and
- To someone I/we have indicated is a prospective guarantor, for the purpose of that person considering whether to offer to act as guarantor in relation to the commercial credit applied for by me/us.

I/We understand that the information disclosed can include any credit eligibility information that credit providers are allowed to disclose under the Privacy Act.

PRIVACY ACT 1988 (CTH) – SECTION 20F (1) Item 3 - ACKNOWLEDGEMENT AND AUTHORITY BY GUARANTOR(S)

I/We agree that Sadleirs – Resources may seek from a credit reporting body credit reporting information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer. I/We agree that this agreement commences from the date of this agreement and continues until the credit the subject of the Customer's application is fully discharged.

I/We also agree that Sadleirs – Resources may give to and receive from another credit provider credit eligibility information about my/our consumer or commercial credit worthiness for the purpose of assessing a commercial credit application made by the Customer to the other credit provider, or collecting any payment under a commercial credit arrangement that is overdue to a credit provider by the Customer.

I/We agree that if the Customer's credit application is approved, then this Acknowledgment and Authority remains in force until the credit provided to the Customer(s) and the subject of the application has been fully discharged.

AUTHORITY PURSUANT TO THE PRIVACY ACT 1988 (CTH)

I/We have read and understand this Acknowledgment and Authority, and duly authorise Sadleirs – Resources to perform the actions described herein.