

PRIVACY & PROTECTION OF INFORMATION - PRIVACY ACT 1988

PRIVACY & PROTECTION OF INFORMATION - PRIVACY ACT 1988 Superior Food Group is committed to protecting the privacy and confidentiality of information it collects from retailers. Superior Food Group is also bound by the Privacy Act 1988 (as amended) and therefore must comply with the Australian Privacy Principles ("APP") which govern the collection, use, handling and disclosure of personal and sensitive information. Superior Food Group requires information from you, the guarantors and directors to properly assess your application for a commercial credit trading account and/or to assess the credit worthiness of any guarantor. If Superior Food Group is unable to obtain all the relevant information it requires it may not be able to approve your application for a trading account. Accordingly, Superior Food Group asks you, the guarantors and directors to provide your consent for Superior Food Group to obtain information about you, the guarantors and directors and about each of your credit history and for Superior Food Group to use and/or disclose such information for the purposes of assessing your application and, if approved, for monitoring your account. Superior Food Group may, in the course of assessing your trading account application and/or monitoring your account if approved, obtain information about you, the guarantors and directors & disclose information about you, the guarantors and directors to a Credit Reporting Agency, credit providers whom may have provided credit to you, the guarantors and directors and other suppliers whom may have supplied goods to you, the guarantors and directors on credit. The information obtained by Superior Food Group with each of your consent will be held by Superior Food Group and each of you can obtain details of the information about each of you held by Superior Food Group by contacting the Privacy Officer, Superior Food Group Pty Ltd. Under the Privacy Act 1988 (as amended), each of you have the right:

- (a) to have access to your personal information except in certain circumstances where denial of access to your information is allowed under the Privacy Act 1988 (as amended);
- (b) to have any amendment made to your information so that such information is complete, accurate and up-to-date; and
- (c) where Superior Food Group denies each of you access to your information, to receive a reason for any such denial.

CONSENTS

I / We acknowledge that I / We have:

- a) made an application for credit from Superior Food Group in the form of a Trading Account and/ or
- b) been asked to provide a Guarantee in relation to an application for credit from Superior Food Group in the form of a Trading Account.

I / We hereby consent to Superior Food Group undertaking any of the following at any time:

1. **Commercial Credit Information:** seek & use commercial credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
2. **Consumer Information:** seek & use consumer credit information about me/us to assess an application for a commercial credit trading account and monitor any such account.
3. **Collection of Overdue Payments:** seek & use a credit report about me/us provided by a credit reporting agency to collect overdue payments from me/us.
4. **Exchange Information between Trade Suppliers:** Seek from & use or give to another Trade Supplier any information about my/our credit worthiness, credit standing, credit history and/or credit capacity.
5. **Exchange of Information with Advisers:** Seek from & use or give to any financial consultant, finance broker, accountant, lawyer or other adviser acting in connection with any application by me/us for a commercial credit trade account or the monitoring of the same any personal or commercial information regarding me/us or the credit trade account.
6. **Provide Information to Credit Reporting Agencies:** Give to a Credit Reporting Agency personal or commercial information about me/us. The information may include (but is not limited to) identity particulars, the fact that I/we have made an application for a commercial credit trading account, the fact that Superior Food Group is a current creditor to me/us, details of any payments which have become overdue by more than sixty (60) days, details of any payments which are overdue and for which action has been commenced, details of any payments made and/or which are no longer overdue, advice that cheques drawn by you have been dishonoured more than once.
7. **Provision of Information to Guarantors:** Provide information to any person who proposes to guarantee or who has guaranteed the payment of any amounts to Superior Food Group.
8. **Disclosure of Personal Information:** Disclose personal information about me/us to any parent or affiliate company, associate, contractor or agent of Superior Food Group involved in the day to day assessment and/or monitoring of the commercial credit trading account provided to me/us.

I/We authorise Superior Food Group, their servants & agents to make enquiries and obtain references as they consider necessary or desirable in relation to my/our application. I/We understand and agree that Superior Food Group may not be able to provide me/us with the commercial credit trading account if I/we do not supply/consent to Superior Food Group obtaining personal information about me/us. This privacy consent applies to the applicant for commercial credit plus directors or officers or other persons signing the attached guarantee. **Therefore this consent must be signed by or for the applicant as well as being signed by any person providing a guarantee.**

Note: Must be acknowledged by all guarantors and applicants (being Directors, Partners, Trustees and Sole Traders)

1.	Print Name:	Signature:	Date
2.	Print Name:	Signature:	Date
3.	Print Name:	Signature:	Date
4.	Print Name:	Signature:	Date

