

PRIVACY ACT AUTHORISATIONS & ACKNOWLEDGEMENTS

I agree:

- a. that United is allowed to give to a credit reporting agency the personal information contained in the Application or otherwise acquired by United and which is permitted to be kept on a credit information file;
- b. to United obtaining a consumer credit report containing information about the Application from a credit reporting agency, for the purpose of assessing an Application for commercial credit; whether made by me or the Applicant;
- c. that United may exchange information about me with any credit providers named in this Application or named in a consumer credit report issued by a credit reporting agency;
- d. that United may use my personal information for planning; product development and research;
- e. that United may exchange information about me with my referees
- f. that United may disclose personal information to its related entities and service providers (including bankers, electronic interface switch providers, roadside assist service providers, printers, insurance companies, mail houses, solicitors, auditors, professional advisers and debt recovery agents) to enable United to manage the Applicant's account;
- g. that if United is unable to collect personal information about me, then United may close my accounts;
- h. that I am aware that I can request a copy of any personal information held about me by United free of charge;
- i. to provide any additional information to United upon request.

The Applicant authorises United to seek access to, collect and use the above information for the above purposes and acknowledges that the operation of this clause will extend to any person issued with a card on the Applicant's account and the Applicant warrants to United that the Applicant will have the permission of any card holder on the Applicant's account to give the above information to United and its Merchants.

AGREEMENT

Each Applicant and Guarantor:

1. authorises United to open an account in the Applicant's name and to issue United Cards for use on the account to anyone that the Applicant may request;
2. acknowledges that this Application is an unconditional offer to United on the terms set out in the United Card Terms and Conditions which may be accepted by United opening an account in the Applicant's name;
3. agrees to provide a copy of the United Card Terms and Conditions (as in force from time to time) to any person authorised by the Applicant from time to time to use a United Card;
4. represents and warrants that the information provided in this Application is true, correct and complete;
5. acknowledges that United will rely on the information provided in the Application;
6. agrees that United is not obliged to extend credit in excess of 1.5 times the monthly expenditure limit estimated in the Applicant details section;
7. declares that the credit is to be applied predominantly for business purposes or investment purposes other than investment in residential property;
8. will charge all its interest in everything it owns now or in the future to United in order to secure payment of all money due; and
9. will identify in its records and books of account any property it presently holds or acquires in the future;
10. And acknowledges that United shall have a lien over any and all assets and will not sell or dispose of anything except in the ordinary course of its business, United may enter any premises the Applicant owns or occupies (on any day or night of the year, using force if necessary) and seize, remove, store and sell anything the applicant owns (by private treaty, public auction, tender or otherwise) at whatever price and terms that United thinks fit. United may buy in at any auction or tender sale and disclose the reserve price. This charge is a continuing security;
11. agrees that each Guarantor is personally liable as a principal debtor (and not as surety) jointly and severally with the Applicant for any money owing the Applicant to United;
12. agrees that each Guarantor's liability will survive the variation of the agreement or termination of the agreement with the Applicant;
13. agrees that the law of Victoria applies;
14. agrees that any proceedings may be commenced and heard in a Victorian court; and

15. will reimburse United for its costs (worked out on a solicitor/client scale) of enforcing this agreement.
16. If the Personal Property Securities Act 2009 (Cth) ('Act') applies, or will apply at a future date, to this Application and United determines the Act:
 - a. adversely affects (or would adversely affect) United's position, rights or obligations under or in connection with this Application; or
 - b. enables or would enable United's position to be improved without adversely affecting the Applicant or any Guarantor,
17. United may require the Applicant or any Guarantor so requested must comply with the requirements of that notice within the time stipulated in the notice. United need not give any notice under the Act unless the notice is required by the Act and cannot be excluded.

Any reference in this Credit Application to United Card Services Pty Ltd (ACN 120 422 442), ('United') includes United Petroleum Pty Ltd (ACN 085 779 255) and Independent Fuels Australia Pty Ltd (ACN 076 438 901) of 600 Glenferrie Rd, Hawthorn Vic Australia 3122 and all related entities and associated entities within the meaning of the Corporations Act.