

Privacy Act authorisation

Declaration and authorisation

In this application a reference to the 'Lender' means the lenders referred to in Schedule A (below) and the 'Manager' or 'Mortgage Manager' means Astute Home Lending Pty Ltd ABN 82 095 883 533.

The Applicant(s) and the Guarantor(s):

- Declare that to the best of their knowledge and belief, the facts, information and statements set out in this application are true and complete, and that no information which might affect the decision of the Lender and/or the Manager has been withheld.
- Undertake to supply to the Lender and/or the Manager any information or facts relevant to this application which may become available or arise after the completion of this application.
- Understand and acknowledge that approval of this application may be withdrawn should any false or misleading information have been given in this application.
- Authorise the Lender and/or the Manager to provide information about the progress and result of this application to the Builder and/or the Conveyancer/Solicitor/ Introducer named in this application.
- Understand and acknowledge that: (a) any valuation or inspection report obtained by the Lender and/or the Manager in relation to any security offered to the Lender and/or the Manager is for the Banks and/or the Managers benefit, not the Applicants, nor the Guarantors benefit, and it is the Banks and/or the Managers choice as to whether to make any such report available to the Applicant(s) or the Guarantor(s); (b) neither the Applicant(s) nor the Guarantor(s) may rely upon any such report obtained by the Lender and/or the Manager, whether such report is disclosed to the Applicant(s) or the Guarantor(s) or not; (c) neither the Applicant(s) nor the Guarantor(s) should assume that any such report is based upon a detailed inspection of the security offered; (d) any such report is not to be taken as implying that there are no defects other than those mentioned or, where the report relates to building works, that the works have been completed to a particular standard; (e) the Lender and/or the Manager does not accept any liability for the contents or accuracy of any such report.
- The Applicant(s) agree to pay the application fee(s), legal, valuation and/or other costs referred to in this application and agree that such amount(s) shall be retained by the Lender and/or the Manager whether the Lender and/or the Manager approves or declines this application or any part of it.
- Warrant that none of them is an undischarged bankrupt and that there is no outstanding judgment(s) or claim(s) against any of them.
- Understand and acknowledge that this is an application only and as such does not imply that credit will be offered to the Applicant(s) by the Lender and/or the Manager.
- Understand and acknowledge that the Lender and/or the Manager recommends that each applicant seek independent legal or other financial advice prior to entering into any credit contract that the Lender and/or the Manager may offer to the Applicant(s) as a result of this application or any related guarantee.
- Understand and acknowledge that any approval of this application by the Lender and/or the Manager will be on such terms and conditions (including conditions as to interest rates) as the Lender and/or the Manager shall choose.
- If Mortgage Protection or Loan Cover Insurance has been declined, acknowledge that this insurance was explained and offered.
- Authorise and consent to the Lender and/or the Manager confirming details provided in this application with any person or persons who may reasonably be expected to confirm such details (e.g. an employer).
- Understand and acknowledge that if this application is for an amortising line of credit product then the account is required to be fully drawn at settlement.
- Authorise and consent to the manager confirming details provided on this application with any person or persons who may be reasonably expected to confirm such details (e.g. employers).
- Unless indicated below, consent to using and disclosing information about me/us for the purpose of direct marketing and agree to be contacted by the Mortgage Manager and its business partners to be informed about products and services that I/we may be interested in. Do not keep me/us updated with other products and services:
- Authorise and consent to the Lender and/or the Manager seeking and using my/our personal information for assessment and verification in compliance with obligations under the **Anti-Money Laundering and Counter Terrorism Financing Act 2006 ('AML/CTF')** and to request further personal information from me/us, even if such personal information was previously sought.

Schedule A In this notice, other interested parties, working individually or together, may include:

Adelaide Bank, a Division of Bendigo and Adelaide Bank Limited
 ABN 11 068 049 178
 169 Pirie St SA 5000
 Telephone: 1300 652 220

ING Bank Ltd
 ACN 000 893 292
 140 Sussex St
 Sydney NSW 2000
 Telephone: 13 16 88

Firstmac Ltd
 ABN 59 094 145 963
 Level 40, Riverside Centre
 123 Eagle St
 Brisbane QLD 4000
 Telephone: 1800 635 228

First Mortgage Company Home Loans Pty Ltd
 ABN 45 104 268 448
 Level 40, Riverside Centre
 123 Eagle St
 Brisbane QLD 4000
 Telephone: 1800 635 228

Permanent Custodians Ltd
 ABN 5 500 142 638
 Level 4, 35 Clarence St
 Sydney NSW 2000
 Telephone: 1800 622 812

Perpetual Trustee Company Ltd
 ABN 42 000 001 007
 Level 12, 123 Pitt St
 Sydney NSW 2000
 Telephone: (02) 9229 9000

Resimac Ltd
 ABN 67 002 997 935
 Level 9, 45 Clarence St
 Sydney NSW 2000
 Telephone: (02) 9248 0300

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Tax File Number or exemption

Existing client: Please apply my tax file number or exemption to these accounts.
(Supply details below if not previously provided)

Applicant 1: Yes No

Applicant 2: Yes No

New client:

Applicant 1:

Tax file number:

Applicant 2:

Tax file number:

Collection of tax file number information is authorised and its use and disclosure are strictly regulated by Australian tax laws and the Privacy Act. For more information contact your nearest Australian Taxation Office. It is not an offence if you choose not to quote your tax file number or exemption, but if you do not, tax will be taken out of your interest at the highest marginal rate, plus Medicare Levy, and forwarded to the Australian Taxation Office. You authorise the application of this tax file number or exemption to this and future accounts unless you notify Adelaide Bank otherwise.

Privacy disclosure statement

Your personal information

We collect your personal information to assess your application, to provide you with the product or service that you have requested and to assess any future applications for products or services you may make to us or another entity related to the Bank and/or the Manager. We may also use your personal information to carry out marketing activities, research and product development. Please note that if you provide incomplete or incorrect information we may not be able to provide you with the product or service you are seeking. We treat your personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions such as mailing and printing houses, to IT providers and to specialist advisers such as accountants and solicitors. Other disclosures usually include account holders and operators, credit reporting agencies, general insurers, introducers, valuers, debt collection agencies and government authorities. Your information may also be disclosed to entities related to the Bank and/or the Manager, where its confidentiality is maintained at all times. We do not sell, rent or trade your personal information.

Access and queries

In most cases you can gain access to your personal information. Should you wish to do so, or if you have any queries about your personal information, please contact Adelaide Bank on 13 22 20 or Astute Home Lending on 1800 101 368.

APPLICANT 1

APPLICANT 2

I agree that my personal information can be used or disclosed by the Bank, Mortgage Manager and Mortgage Insurer as contemplated in this form.

FULL NAME OF APPLICANT 1 (FIRST NAME, MIDDLE NAME, SURNAME)

FULL NAME OF APPLICANT 2 (FIRST NAME, MIDDLE NAME, SURNAME)

SIGNATURE OF APPLICANT 1

SIGNATURE OF APPLICANT 2

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Privacy authorisation

Credit information being given to a credit reporting agency

The Bank, my/our Mortgage Manager, and the Bank's Mortgage Insurers may give information about me/us to a credit reporting agency for the following purposes: to obtain a consumer credit report about me/us and/or to allow the credit reporting agency to create or maintain a credit information file about me/us.

The information that may be given is limited to:

- sufficient details to identify me/us (specifically: full name, sex, date of birth, current/last known address, previous address, current/last known employer and driver's licence number)
- the fact that I/we have applied for credit and the amount
- the fact that the Bank is a current credit provider to me/us
- payments which become overdue more than 60 days and for which collection action has commenced
- advice that payments are no longer overdue in respect of any default which has been listed
- cheques drawn by me/us for amounts of at least \$100 which have been dishonoured more than once
- in specified circumstances, that in the opinion of the Bank I/we have committed a serious credit infringement (i.e. acted fraudulently or shown an intention not to comply with my/our credit obligations)
- that the credit provided to me/us by the Bank has been paid.

I/We agree that this information may be given before, during, or after the provision of credit to me/us.

Obtaining credit information

I/We agree that to enable the Bank and my/our Mortgage Manager to assess my/our application for personal or commercial credit and my/our Mortgage Manager to collect payments that are overdue in respect of personal or commercial credit provided to me/us by the Bank, my/our Mortgage Manager and the Bank's Mortgage Insurers are authorised to obtain reports from a credit reporting agency or other business that provided information about credit worthiness.

I/We acknowledge that these reports may contain:

- personal information about me/us
- personal credit information about me/us
- information about my/our commercial activities or commercial credit worthiness
- other information in relation to my/our commercial credit activities.

Exchanging credit worthiness information with other credit providers

I/We agree that the Bank and my/our Mortgage Manager may exchange between themselves and may give to or receive from:

- any credit provider named in the credit application
- any credit provider named by a credit reporting agency
- a mortgage manager or any organisation acting on behalf of the Bank

involved in processing a credit application or managing a loan by or an account with the Bank

- information about my/our credit arrangements.

This information may be exchanged for any of the following purposes:

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to manage a loan with the Bank
- to assess my/our credit worthiness.

I/We understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history, or credit capacity that credit providers are allowed to exchange under the **Privacy Act 1988**.

Bankers Opinions

I/We authorise the Bank to give to another credit provider and to receive an opinion for purposes connected with my/our business, trade, or profession.

Giving information to a Guarantor

I/We authorise the Bank and my/our Mortgage Manager to give to a current or proposed Guarantor any credit report, notice or documents, or financial or personal information about my/our credit worthiness, credit standing, credit history, or credit capacity, relating to the credit facilities which are the subject of the guarantee which has been or which is proposed to be provided to the Bank and any other facility I/we have or have had with the Bank during the previous 2 years. This extends to the disclosure of copies of notices or documents relating to the credit application (including any proposed or actual credit contract) and to the disclosure of relevant information about the progress of the credit facility, including details of any variation of a credit contract, copies of statements, details of any arrears, overdrawings and dishonours that have or may occur, as well as enforcement of the guarantee and/or security. The information may be given for the purpose of the proposed Guarantor deciding whether to act as Guarantor provider and to keep the Guarantor informed about the guarantee and credit facility.

Guarantors only: Authority to obtain credit information about a Guarantor

In accordance with section 18K (1) (c) of the Privacy Act, I/we authorise the Bank and my/our Mortgage Manager to obtain from a credit reporting agency a credit report containing personal credit information about me/us to assess whether to accept me/us as Guarantor for personal credit or commercial credit applied for, or provided to, the Borrower(s) named in this credit application. I/We agree that if the Bank approves the Borrower(s) application for credit this agreement remains in force until the credit facility covered by the Borrower(s) application ceases.

APPLICANT 1

I agree that my personal information can be used or disclosed by the Bank, Mortgage Manager and Mortgage Insurer as contemplated in this form.

FULL NAME OF APPLICANT 1 (FIRST NAME, MIDDLE NAME, SURNAME)

SIGNATURE OF APPLICANT 1

X / /

APPLICANT 2

FULL NAME OF APPLICANT 2 (FIRST NAME, MIDDLE NAME, SURNAME)

SIGNATURE OF APPLICANT 2

X / /