



REAL FACTOR PTY LTD CASH ADVANCE APPLICATION FORM

SECTION A

DETAILS OF COMMISSION TO BE ASSIGNED

Section A: Complete if you are **applying as a principal of the agency**. You must provide the agency's total net share of commission.

Section A & B: Complete if you are **applying as a salesperson**.

Total amount of agency commission: \$	Your total share of Commission: \$	
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SECTION B

TO BE DEDUCTED BY AGENCY

Wages: \$	Allowances (e.g.) Travel, Phone: \$	
Desk Fees: \$	Previous Commission Advances by Agency: \$	
Direct Debits: \$	Other:	

Your share of the commission after the above deductions:	\$
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Tax to be deducted by the agency:	\$
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Your total net share of the commission to be assigned:	\$
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No other person is entitled to my share of this commission:	[] (tick)
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	[] (tick)
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Signature:	Date:	
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Your cash advance will be banked directly into your bank account within 24 hours of approval and completion of the relevant documentation.

Please complete and return completed application form. (Fax: 07 55 140 641)

We will then advise you of the maximum cash payment, which is determined by the number of days until settlement.

We will email our Commission Assignment Agreements to you for your signature.

Please fax these back to us together with copies of the following documents:

- Agency selling agreement
- Your Drivers license
- Signed contract of Sale and any special conditions
- Trust Account receipt of deposit bond



PRIVACY AGREEMENT

The client and the guarantor, if any, acknowledge that REAL FACTOR PTY LTD has informed each of them, in accordance with s.18E(8)(c) of the Privacy Act 1988, that certain items of personal information about each of them contained in this application and permitted to be kept on a credit information file, might be disclosed to a credit reporting agency.

Authority to exchange information with other credit providers

The client declares that the information given in support of their application for a Factoring Agreement is true and correct.

In accordance with Section 18N(1)(b) of the Privacy Act, the client authorise REAL FACTOR PTY LTD to give and obtain, from credit providers named in the credit application and credit providers that may be named in a credit report issued by a credit reporting agency, information about the client's credit arrangements. The client understands this information can include any information about their credit worthiness, credit standing, credit history, or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

The client understands that information may be used:

- to assess an application by the client for credit
- to assist the client avoid defaulting on their credit applications
- to notify other credit providers of a default by any application
- to assess the client's credit worthiness



**I certify that the information in this application is true and correct.
I acknowledge receiving an estimate of Fees and Charges.**

The following acknowledgements and authorities are required pursuant to the Privacy Act 1988, and should be read carefully by the client and if applicable, guarantor, before signing.

1. Notice of disclosure of your credit information to a credit reporting agency

Under section 18E(8)(c) of the Privacy Act, REAL FACTOR PTY LTD ACN 104072148 (REAL FACTOR) is allowed to give a credit reporting agency personal information about your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- Identify particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3));
- The fact that you have applied for credit and the amount;
- The fact that REAL FACTOR is a current credit provider to you;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances, that in the opinion of REAL FACTOR you have committed a serious credit infringement;
- That credit provided to you by REAL FACTOR has been paid or otherwise discharged.

2. Agreement that REAL FACTOR may seek commercial credit information (Section 18L(4), Privacy Act 1988)

REAL FACTOR considers it relevant to assessing my/our application for commercial credit, I/we agree to REAL FACTOR obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

3. Agreement that REAL FACTOR, may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If REAL FACTOR considers it relevant to assessing my/our application for commercial credit, I/we agree to REAL FACTOR obtaining from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by REAL FACTOR.



4. Agreement that REAL FACTOR may use a credit report about me for collecting payments (Section 18K(1)(b), Privacy Act 1988)

If REAL FACTOR considers it relevant to collection overdue payments in respect of commercial credit provided to me, I/we agree to REAL FACTOR receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

5. Agreement to REAL FACTOR seeking from or giving to other credit providers details about my/our credit worthiness (Section 18N(1)(b), Privacy Act 1988)

I/we agree that REAL FACTOR may give to and seek from any credit provider names in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that 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 or receive from each other under the Privacy Act.

Guarantor's Agreement (Section 18K(1)(c), Privacy Act 1988)

I/we agree that REAL FACTOR PTY LTD ACN 104072148 (REAL FACTOR) may seek from a credit reporting agency, a credit report or a commercial credit report containing personal information about me/us to access whether to accept me/us as a guarantor for credit or commercial credit applied for, or provided to, the client:

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Client

I/we acknowledge that information from this authorisation or concerning the lender's current credit provider status may be disclosed.

I/we also agree that you may give to and receive from another credit provider a report about my/our consumer or commercial credit worthiness for the purpose of; assessing a loan application made by me/us or by the person hereby guaranteed, to another credit provider; or collecting any payment that is overdue to a credit provider by me/us or by the person hereby guaranteed.

I/we agree that if REAL FACTOR approves the client's application for credit this agreement remains in force until the credit covered by the client's application ceases.

I/we understand the information may be used for the following purposes:

- To access 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 access my/our credit worthiness.

I/we hereby acknowledge having being notified of the above disclosures at the time my/our application for credit was made to REAL FACTOR.