

Credit Information Reporting Policy

As a provider of commercial credit, Cargill Australia Limited and its related bodies (together Cargill, we, us, or our) abide by the provisions of the new Part IIIA of the *Privacy Act 1988* (Cth) introduced by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* and the Privacy (Credit Reporting) Code 2014 (Version 1.2).

Cargill operates in Australia through a number of subsidiaries. Cargill's Credit Information Policy applies to all of these entities, including Cargill Australia Limited, Cargill Australia Financial Services Pty Ltd, AWB GrainFlow Pty Ltd, AWB Harvest Finance Pools Pty Ltd, and Cargill Malt Asia Pacific Pty Ltd

This Credit Information Reporting Policy (**Policy**) sets out Cargill may collect, store, use, manage and protect your *Credit Information*, *Credit Eligibility Information* and *CP Derived Information* (please refer to the definitions of these terms in section 1 below) when assessing, approving or rejecting an application for credit, providing you with credit, managing the provision of credit, recovering a debt, or dealing with guarantors or indemnitors of a person to whom we have been asked to provide credit.

We refer to this information as **Credit Information** or **CI**.

If you:

- a. enquire about the provision or the continuation of Credit;
- b. apply for the provision of Credit;
- c. accept or continue to accept Credit from Us;
- d. act, or apply to act, as guarantor or indemnitor for a Person applying for Credit from Us,

after this Policy has been brought to your attention, you acknowledge and consent to the collection, use, storage or disclosure of your Personal Information by us in accordance with this Policy and the Privacy Act.

If you do not agree to us handling your CI in the manner set out in this Policy you must immediately cease to access our website, not submit (or, for applications previously submitted, withdraw) any applications for Credit (including by acting as guarantor or indemnitor), and you should not provide us with any of your CI.

1. Meaning of key terms used in this Policy

Credit means a contract, arrangement or understanding under which either payment of a debt owed by one person to another is deferred for at least 7 days, or where a person incurs a debt to another person, and defers the payment of the debt for at least 7 days.

We may offer or allow you Credit in relation to your purchase of products or services from Us.

Credit Information or **CI** is personal information that is, or may include:

- identification information;
- repayment history information;

- a statement that an information request has been made in relation to the individual by a credit provider, mortgage insurer or trade insurer;
- the type of commercial credit, and the amount of credit, sought in an application that has been made by an individual to Us as a Credit Provider;
- default or payment information;
- information about new arrangements relating to Credit;
- information about court proceedings or personal insolvency relating to Credit;
- publicly available information about creditworthiness; or
- CP Derived Information and Credit Eligibility Information.

Credit Eligibility Information means:

- credit reporting information that we disclose to a credit reporting body; or
- personal information that we derive from information we receive from a credit reporting body about an individual's credit worthiness

CP Derived Information means Personal Information that is derived from credit reporting information that we receive from credit reporting bodies that has a bearing on your credit worthiness.

Personal Information takes its meaning from the Privacy Act and generally refers to information or opinions relating to an identified or identifiable natural person.

Generally, words and phrases in this Policy are used in accordance with or as they are defined in the Privacy Act.

2. What Credit Information does Cargill collect?

We may collect (and hold) different CI and CP Derived Information from you depending upon how you interact with us.

If you apply to receive Credit from us, or offer to act as a guarantor or indemnitor (or are the director of a company that acts as a guarantor or indemnitor), we may collect CI and CP Derived Information about you. This may include:

- your contact details;
- how your business is structured;
- your finances and the performance of your business;
- details of other individuals involved in your business;
- details of your financial advisors and accountants;
- your debt repayment history;
- reports on your credit worthiness; and
- any other form of information collected in assessing credit applications.

We may also collect Personal Information about you that is not CI or CP Derived Information. This will be dealt with in accordance with our standard Privacy Policy, which can be accessed at www.cargill.com.au.

3. How we collect and store CI?

We collect Credit Information:

- directly from you (when we contact you, when you contact us, when you apply for Credit or apply to act as guarantor or indemnitor and when you visit one of our facilities or offices);
- from third parties, including referees and accountants, who you have authorised to provide us with information;
- from publicly available sources; and
- from credit reporting bodies Dun and Bradstreet - <http://dnb.com.au>

Your CI and CP Derived Information is stored electronically or in paper files, both onsite and with a third party storage provider. All hard copy and digital material are secured using good practice secure methods. Any digital transfer of CI is secured using a range of methods including but not limited to encryption.

If you provide any CI to us via an online service or other digital means, or if we provide information to you by such means, the privacy, security and integrity cannot be guaranteed during its transmission unless we have indicated to you beforehand that a particular transaction or transmission of information will be protected (for example by encryption).

5. Why do we collect and use your Credit Information?

Generally, Cargill only uses Credit Information for one or more of the business related purposes below:

- assessing an application for Credit that you make to us (or which is made by your related company or other entity);
- assessing an application to act as guarantor or indemnitor;
- providing Credit;
- managing the provision of Credit and collection of repayments or enforcement of guarantees;
- assessing and dealing with what we reasonably believe to be a serious credit infringement; and
- assisting you to avoid defaulting on your obligations to repay a debt.

Our use of CI may extend beyond these uses, but will be restricted to purposes that we consider to be related to our functions and activities and consistent with our obligations under Part IIIA of the Privacy Act.

6. What does Cargill do with your CI?

If we collect CI from you, we may:

- use that information for any of the reasons or purposes in clause 5 of this Policy;
- store that information in accordance with this Policy;
- using your CI to collect payments that are owed to us in respect of any credit that we have previously provided to you (or to your related company or other entity);

- disclosing your CI to any of our related companies that are also considering whether to provide credit to you (or to your related company or other entity);
- where you have offered to guarantee credit that we have offered to provide to your related company or entity, to assess your suitability as a guarantor of that credit and to enforce that guarantee if required;
- disclosing your CI to a third party that you or we ask to act as a guarantor of any credit provided to you;
- disclosing your CI to the credit reporting bodies that we deal with, including the credit reporting bodies listed above.
- disclosing your CI to other third parties that provide services to us (or to you on our behalf). These might include debt collectors, credit management agencies and other third parties that process applications for credit made to us;
- disclosing your CI to other credit providers which provide, or are considering providing, credit to you (or to your related company or other entity);
- using and disclosing CI that we hold about you to assess and respond to any access or correction requests that you make to us;
- where we are consulted by a credit reporting body or another credit provider about an access or correction request that you have made to those entities, to respond to that consultation request;
- where you complain to the Information Commissioner or any provider of a recognised external dispute resolution scheme about our treatment of your credit-related information, to respond to that complaint and to seek legal or other professional advice in relation to your complaint;
- using and disclosing CI that we hold about you as required by law or the order of a court or tribunal; and
- where you otherwise expressly consent to the use or disclosure.

We will not disclose repayment history information about an individual unless permitted by the Privacy Act.

7. When may Cargill disclose your CI to others?

Cargill may disclose your CI to:

- Third parties including credit reporting bodies who assist us in assessing or processing applications for credit, and managing the credit we provide;
- Other credit providers (with your consent);
- potential or current guarantors;
- debt collection agencies;
- government authorities;
- our financial and legal advisors or other entities when we are assessing an application for Credit or enforcing our rights relating to the provision of credit;
- related bodies overseas (including Cargill, Inc), in accordance with clause 8 below; and

Part IIIA of the Privacy Act places certain restrictions on when we may disclose your CI to these organisations.

8. Disclosing your Credit Information overseas

Cargill may need to disclose your Credit Information to organisations located overseas. Most of these overseas organisations are service providers, including related entities, which perform a range of technology and operational functions on Cargill's behalf.

We will only disclose your Credit Information to overseas entities when it is necessary for the services they provide Cargill or when our business relationship with you requires us to do so.

These entities may be located in the following countries:

- India;
- Singapore;
- the United States of America; or
- any of the countries Cargill operates in (a full list of countries can be found here: <http://www.cargill.com/worldwide/index.jsp>).

Cargill may also disclose your Credit Information to its other overseas related entities for the purposes explained in this Policy

Where we disclose your CI to an overseas entity we will always comply with the provisions of the Part IIIA of the Privacy Act, to the extent they apply to the provision of information overseas.

9. Keeping your information up to date

We will at all times take reasonable steps to keep your CI up to date, accurate and complete. If we reasonably believe that there is a deficiency in the CI we hold, we will take reasonable steps to correct it, which may include contacting you to obtain updated information.

10. Requesting access to your CI or making corrections

You may request access to or correction of the Credit Information that we hold about you by contacting us by any of the methods as set out in Section 10 below.

Cargill will deal with your request for access in the following way:

- Upon receiving a request we may request further details from you to verify your identity. We reserve the right not to provide you with access to CI if we cannot verify your identity to our reasonable satisfaction.
- An administrative fee may be charged to cover our costs in providing you with access to your CI. This fee will be explained to you before it has been incurred.
- We will respond to your request within a reasonable period of time by either providing you with access to your CI or rejecting your request, and providing you reasons for this rejection.
- Requests may be denied where:
 - i. we are entitled to reject it by law;
 - ii. giving you the information would be unlawful;
 - iii. giving you the information would be likely to prejudice an enforcement related activity undertaken by an enforcement body;

- iv. we are unable to verify your identity; or
- v. you have not paid the administrative fees referred to above.

Cargill will deal with your request for a correction in the following way:

- Upon receiving a correction request, we will review your CI and respond to the request within a reasonable period of time, generally within 30 days of your request, unless we agree in writing to a longer time.
- We will respond to any request for correction within a reasonable period by both correcting the information and providing you with written notice of the correction or rejecting your request and providing you reasons for this rejection.

11. Information we no longer require

Where we no longer require your CI, and we are not under any legal obligation to retain the information, we will within a reasonable time destroy that information.

12. Changes to this Policy

We may change this privacy and credit reporting policy from time to time. Any updated versions of this policy will be posted on our website and will be effective from the date of posting.

You should review the Policy each time you visit our website to keep up to date on any changes.

13. Exercising your rights

If you have a question or complaint, or would like to receive a hard copy of this Policy, please contact Cargill's Australian Privacy Officer at Australiadataprivacyofficer@cargill.com or write to "Privacy Officer, AWB GPO Box 58, Melbourne 3001".

We take all complaints seriously and will respond to you within a reasonable period of time.

If you aren't satisfied with the way we have handled your complaint, you can make a complaint to the Office of the Australian Information Commissioner at <http://oaic.gov.au>.