PRIVACY STATEMENT & AUTHORITY TO ACT | COMMERCIAL

Adviser Firm	GVK FINANCE LTD	**NZBN**	9429036536450
Phone	09 575 1682	**FSPR No**	26021
Address	PO BOX 18107, GLEN INNES, 1743	**Commercial Adviser**	Grieg van Koningsvelc

A reference to "Financier" in this form includes the Commercial Adviser, their Firm and Astute Financial Management Limited | NZBN 9429047099364 in their capacity as the Adviser's Financial Services Aggregator (collectively 'Adviser') and any Lender Partner that the Adviser engages on your behalf with regard to an application for Commercial Finance (Application). All parties are required to comply with the Privacy Act 2020 & AML CFT Act 2009 (The Acts).

1. I/WE UNDERSTAND THAT:

1.1 submitting an Application does not necessarily mean that the Financier will grant the credit applied for, and the Financier may decline this Application without giving any reason; and

1.2 subject to any applicable exception under The Acts and to payment of any reasonable charge that the Financier may charge for providing access to information, I may contact the Financier's Privacy Officer to request access to and correction of any information about me that the Financier holds and the Financier will supply to me on request the name and addresses of any agencies (including any Credit Reporting Agency engaged by the Financier) to whom the Financier has disclosed information about me.

2. I/WE AUTHORISE:

2.1 The Financier to collect, hold and use for the purposes later set out in this clause 2.1 the information about me (My Information) that is provided by me or by Others pursuant to any Anti Money Laundering and Countering Financing of Terrorism identity verification in relation to me already undertaken or to be undertaken by the Financier or on its behalf, or that is provided in relation to this Application or any subsequent Application for credit by me or My Related Entities, or in relation to any contract resulting from this Application or any subsequent Application (**Resulting Contract),** or provided in any communications between us or on my behalf in relation to any of those matters. "**Others**" include without limitation: Credit Reporting Agencies; and in relation to this Application or any subsequent Application or any Resulting Contract, my bank; my accountant; my solictor; my insurer; my employer; real estate agents; valuers; business administrators; outsourced providers; and any person whose details provide on this document or as a referee for myself and / or My Related Entities.

The purposes are summarised below and extends to my commercial activities as an individual or as a trustee or Director of a trustee of a trust, a partner in a partnership, a director of a company or as a guarantor (collectively 'My Related Entities'):

- processing and assessing this application or any subsequent application by me or My Related Entities, from time to time credit checking me and My Related Entities, enforcing any Resulting Contract or assigning any Resulting Contract;
- providing services to me and My Related Entities including any activity related to the funding of our business and managing our ongoing relationship;
- sending me information about other services offered by the Financier or their related entities or agents or by any dealers, vendors, brokers or other third party service providers and suppliers with which the Financier deals;
- disclosing My Information to any of the following: any principal (disclosed or undisclosed) for whom the Financier might be acting; Credit Reporting Agencies (including credit account information, as that term is defined in the Credit Reporting Privacy Code 2020); The Financial Markets Authority and other Government regulatory or law enforcing agencies as required to comply with any applicable laws and regulations; debt collection agencies; any person or entity who will assist in enforcing any Resulting Contract; any person directly or indirectly involved in providing funding to the Financier's or any of the Financier's related entities and anyone else involved in the funding process; any assignees or potential assignees to assign the interest of the Financier in any Resulting Contract; the Financier's related entities or agents; any dealers vendors brokers or other third party service providers and suppliers with which the Financier deals for any of the purposes outlined above and to enable any of those persons or entities to send me information directly about any services that they offer ;
- The Financier and each of the Financier's related entities or agents, and any dealers, vendors, brokers or other third party service providers and suppliers with which the Adviser deals to communicate by post, email or other electronic means pursuant to this clause 2.1 about any services offered by them (on the condition that I have the ability to opt out of future communications); and

- The Financier may also use and disclose client information in accordance with their own privacy policy. For example, in the case of a Lender, this includes using and sharing the information for the purpose of assessing the application and administering the loan – e.g. information might be shared with a previous or current employer; the Lender's credit reporting agency; authorities to assist in fighting fraud; money laundering or other criminal offences; and guarantors. If the Adviser has an ongoing commission arrangement in place with the Lender over the term of the loan, the Lender will periodically disclose the loan balance and loan information to the Adviser.

2.2 my/our personal information (My Information) to be collected, used and disclosed in accordance with the Adviser's and the Lender's privacy policies (available on the Adviser's and the Lender's websites).

Any person or entity approached by the Financier is authorised to disclose the information to the Financier that it requires for any of the purposes.

3. I/WE CERTIFY THAT:

(a) Where I have provided information in a finance application about any other person, that person has authorised me to disclose the information to the Financier and authorised the Financier to collect, hold, use and disclose that information in the same ways as if that person were an applicant (and I have informed them of their right to access and request correction of any personal information held by the Financier); and

(b) The information provided in this application is true, correct and complete for myself and My Related Entities as applicable and includes all current names used by these parties. No information that would be relevant to the Financier in evaluating the application has been omitted. If any changes to this information occurs for myself or My Related Entities between now and signing a credit agreement with the Financier or after signing a credit agreement with the Financier, I will disclose such changes to the Financier immediately I become aware of the change.

4. I/WE ACKNOWLEDGE THAT:

4.1 In accordance with clause 2.1 & 2.2, My information is being and will be collected and held by the Financier, and by any of the entities or persons referred to in clause 2.1 & 2.2 (if the information is collected by or is disclosed to them) or by third party information technology providers (including Cloud storage providers) on their behalf, who may be based overseas;

4.2 The Adviser may use administrators located outside New Zealand, in countries that may have different or lesser legal protections for personal information. I/We accept that the Advisers and any Lender(s) may share and receive my personal information with/from these administrators for application and loan administration purposes.

4.3 Without limiting clause 2.1 & 2.2 inclusive, each of persons or entities referred to in clause 2.1 & 2.2 have the same rights as the Financier to collect hold use and disclose information about me for any of the purposes set out in clause 2.1 & 2.2 ;

4.4 To assess your application and arrange finance, we may share your personal information with one or more lenders from our approved lending panel.

Our current lending panel and service providers set out in **Schedule 1 (Provider Panel)**, which may be updated from time to time. Each lender/Service Provider will collect, hold, use, and disclose your personal information in accordance with its own Privacy Statement.

4.5 Adviser may be remunerated by the Financier for each credit applied for by the Applicant. If a fee is charged by Adviser, then this will be disclosed to the Applicant and either charged directly by Adviser or disclosed and capitalised into the credit applied for. If Adviser obtains a finance approval on the Applicant's behalf and the Applicant elects not to proceed, Adviser may charge a fee equivalent of up to 2% of the finance amount approved.

4.6 We have received the document titled "Commercial Adviser Guide" and I/we have read, understood, and agree to the disclosures made in the Adviser Guide.

BETWEEN: (Adviser)	GVK FINANCE LTD			**(We/Us)**
AND: (Applicant)		NZBN		**(You)**
AND: (Guarantor)				**(You)**

You agree that we and any **Financier** (as defined overleaf) may collect, use and disclose your information as specified overleaf and you hereby engage us to act on your behalf in the preparation of **Applications** on your behalf in the preparation, lodgement and negotiation of both current and future Applications. This authority relates to pre and post settlement of any resulting contract. You acknowledge that we and any **Financier** can source information from the following parties to assist with a current Application and on an ongoing basis to allow for future review of your position and continuing to provide services to you including processing of future **Applications**. These authorities remain in force until revoked in writing.

Accountant:	
Solicitor:	
Financial Institution:	
Insurer:	

Applicant 1 or Director 1 (signing on behalf of company applicant)

Full Name:

Signature:

Date:

Applicant 2 or Director 2 (signing on behalf of company applicant)

Full Name:

Signature:

Date:

Guarantor 1

Full Name:

Signature:

Date:

Guarantor 2

Full Name:

Signature:

Date:

Schedule 1 – Provider Panel

Provider Name	Category	Website
ASB Bank	**Commercial & EF**	**https://www.asb.co.nz/**
Avanti Finance	**Commercial & EF**	**https://www.avantifinance.co.nz/**
Basecorp Finance	**Commercial**	**https://www.basecorp.co.nz**
CFML Lending Limited	**Commercial**	**https://www.conradfundsmanagement.co.nz/**
Clearmatch	**Commercial**	**https://www.clearmatch.com**
Cressida Capital Limited	**Commercial**	**https://cressida.co.nz/**
Finbase	**Commercial**	**https://www.finbase.nz/**
Finbase	**Commercial**	**https://www.finbase.nz/**
First Mortgage Trust	**Commercial**	**https://fmt.co.nz/**
Flexicommercial	**Equipment Finance**	**https://www.flexicommercial.com.nz/**
Heartland Bank Limited	**Commercial & EF**	**https://www.heartland.co.nz/**
KiwiBank Limited	**Commercial & EF**	**https://www.kiwibank.co.nz/**
Orix	**Equipment Finance**	**https://www.orix.co.nz/**
Pallas Capital Limited	**Commercial**	**https://pallascapital.co.nz/**
Partners Finance	**Equipment Finance**	**https://www.partnersfinance.co.nz/**
Pioneer Finance Limited	**Commercial**	**https://pioneerfinance.co.nz/**
Plus Finance Limited	**Commercial**	**https://www.plus.co.nz/**
Prospa	**Commercial**	**https://www.prospa.co.nz**
Scotpac	**Commercial**	**https://www.scotpac.co.nz/**
Spiers Finance	**Equipment Finance**	**https://www.spiersfinance.co.nz/**
Westpac - New Zealand	**Commercial & EF**	**https://www.westpac.co.nz/**
Moving Hub	**Additional Services**	**https://www.movinghub.com/**
Tower Insurance Limited	**Additional Services**	**https://www.tower.co.nz/**
torfx	**Additional Services**	**https://www.torfx.com.au/**
XE Money Transfer	**Additional Services**	**https://www.xe.com**
Equifax	**Subscription Services**	**https://www.equifax.co.nz/**
Illion NZ	**Subscription Services**	**https://www.experian.co.nz/**