Swiss Re

QCheck Application Form

Swiss Re International SE, Australia Branch ABN 38 138 873 211 355088 355 090

Thank you for choosing QCheck. This document comprises two sections; the application form and a direct debit request. Please complete pages 1 and 3 of the application form, as well as read and sign the service terms and conditions on page 2. For the direct debit request please complete page 3 and read the direct debit service agreement on page 4.

Telephone: 1300 QCheck (1300 724 325).

Completion of the fields marked with an asterisk (*) is mandatory. Once completed please return all 4 pages to: tci_qchecksupport@swissre.com

Section 1: Your company

*Company name

*Policy number

*Contact name

*Street address

*Suburb *State *Postcode

*Telephone Mobile

*Email address

Section 2: Invoicing contact (please complete if different from details provided in section 1)

*Contact name

*Email address

Section 3: QCheck Opinion recipients

*Contact name

*Email address

*Contact name

*Email address

*Contact name

*Email address

*Contact name

*Email address

*Contact name

*Email address

Definitions

Agreement	means the whole of the contents of this document consisting of pages 1 to 3, in particular the terms and conditions.
Approved Sources	is as defined in the policy.
Discretionary Credit Limit	is as defined in the policy.
Policy	means the Trade Credit Insurance policy between you and us.
We/us/our	means Swiss Re International SE, Australia Branch (ABN 38 138 873 211)
You/your	means the insured entering into this agreement.

1. Our obligations

We will:

1.1 Provide you with a QCheck Opinion, for the purposes set out in Condition 5 below, on each Australian entity you submit (or New Zealand entity if that country is endorsed on your Policy), if all required buyer data supplied is complete and correct. The circumstances where we are unable to offer a QCheck Opinion are as per exclusions of an Insured Buyer as defined in your Policy.

1.2 Provide you with a QCheck Opinion, being an amount less than or equal to your Discretionary Credit Limit or less than or equal to AUD 100,000 whichever is the lower.

1.3 Send the QCheck Opinion to the QCheck Opinion recipient(s) noted on the Policy normally within 2 working days of its receipt. Subject to Condition 1.4, the QCheck Opinion supplied is valid for 12 months from the date and time of issue or a lesser period as stipulated on the QCheck Opinion, providing your Policy is current with us.

1.4 Give you written notice of any changes we deem necessary to a QCheck Opinion.

1.5 Give you a 14 day written notice, should we decide to change any terms and conditions specified in this agreement or withdraw the product.

2. Your obligations

You must:

2.1 Provide us with all information required in the QCheck Opinion Request and ensure that the information given is to the best of your knowledge and belief correct.

2.2 Ensure that the Policy premium and the QCheck charges are settled in full and on time, otherwise we may not issue you with a QCheck Opinion.

3. Payment Conditions

3.1 The amount charged for every positive QCheck Opinion is AUD 60 (GST excl). Payment can be made by direct debit or paid on invoice.

3.2 The amount in Condition 3.1, may change subject to a 30 day written notice from us.

3.3 QCheck Opinions are invoiced quarterly in arrears.

3.4 Please refer to your quarterly invoice for details on direct debit date/invoice payment due date.

3.5 The first payment date follows the date this agreement is signed.

3.6 We may pay your broker a commission being a percentage of the amount paid by you. Please contact us for further details.

4. Changes of name or trading style

You agree to notify us immediately if you change your name, trading style or proprietorship from that which is specified on the front page of this agreement.

5. Use of QCheck Opinions

5.1 The QCheck Opinions provided by us in relation to named buyers are provided solely:

a) for your use and must not be provided to any third party;

b) in respect of commercial trade credit; and

c) as one of the approved sources for the purpose of your Policy.

5.2 You acknowledge and accept:

a) that the decision to extend credit to any buyer is your own exclusive decision;

b) that you will exercise reasonable care and prudence in granting credit and withholding credit from Insured Buyers for which a positive QCheck Opinion was issued to you;

c) that the QCheck Opinions will only be relied upon by you as one of the approved sources for the purpose of the Policy; and

d) that nothing contained within this agreement in any way limits your obligations or our rights under the Policy.

6. Confidentiality

6.1 The performance of our obligations under this agreement necessarily involves the use of confidential information.

6.2 We may use and disclose confidential information, only as required by law or under the Policy.

6.3 You agree to keep the information concerning QCheck and any QCheck Opinion issued to you in strict confidence and not disclose it to any third party.

7. Termination

7.1 Either you or us, may terminate this agreement upon 14 days written notice to the other party.

7.2 This agreement ceases, once the Policy is terminated or fails to renew. Likewise any existing QCheck Opinion ceases to be valid.

7.3 On termination, we are discharged from any further obligations under this agreement.

8. Governing law

This agreement is governed by the law in force in New South Wales, Australia.

You confirm you have read, understood and agreed to this agreement.

Company/Business name

Authorised person

Authorised signature

Date (DD/MM/YYYY)

Direct Debit Request

section 1: Customer's authority

Name of customer(s) giving the DDR

I/We

Name of debit user

authorise you **Swiss Re International SE, Australia Branch ABN 38 138 873 211**

APCA user ID number **395790**

until further notice, to arrange for my/our account as described below, to be debited with any amounts which Swiss Re Insurance (Australia) Limited may debit or charge me/us through the Direct Debit system.

Service Agreement **Direct Debit Service Agreement**

Section 2: Details of the account to be debited (All details must be supplied)

Note: Direct debiting is not available on the full range of accounts. If in doubt, please refer to your financial institution.

Name of the financial institution

Account name

BSB number

Account number

Branch name

Section 3: Payment details

The payment is for **Swiss Re Trade Credit, QCheck**

Identified by Policy number

Section 4: Payment conditions

I/We request that you debit my/our account detailed in Section 2 above, and in accordance with this Direct Debit Service Agreement and subject to the following conditions:

First payment date **As per QCheck Invoice**

Frequency of debit **As per QCheck Service – Terms and Conditions**

I/We acknowledge that:

I/We have read the Direct Debit Service Agreement enclosed and agree to its terms.

I/We authorise and request that this Direct Debit Request remain in force until cancelled, deferred or otherwise altered in accordance with the QCheck Service – Terms and Conditions.

Note: Please ensure account details are correct and that this request is signed by the required number of authorised signatories.

Signed by the customer(s)

Date (DD/MM/YYYY)

Address

Signed by the customer(s)

Date (DD/MM/YYYY)

Address

Direct Debit Service Agreement

1. This is Your Direct Debit Service Agreement with Swiss Re International SE, Australia Branch ABN 38 138 873 211. It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider.Please keep this Direct Debit Service Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.
2. DefinitionsAccount means the account held at your financial institution from which we are authorised to arrange for funds to be debited.Debit payment means a particular transaction where a debit is made.Direct debit request means the Direct Debit Request between us and you.We/us/our means Swiss Re International SE, Australia Branch, (the Debit User) you have authorised by requesting a Direct Debit Request.You/your means the customer who has signed or authorised by other means the Direct Debit Request.Your financial institution means the financial institution nominated by You on the DDR at which the account is maintained.
3. Direct debiting is not available on the full range of accounts at all financial institutions. If in doubt, you should check with your Financial Institution before completing this DDR.
4. We will initiate direct debit payments in the manner referred in the DDR.
5. It is your responsibility to have sufficient cleared funds available in the account to be debited, to enable debit payments to be made in accordance with the DDR.
6. Debit payments will be made when due. We will not issue individual confirmation of payments made.
7. If the due date for payment falls on a non-working day or public holiday, the payment will be processed on the next working day.
8. We will not charge any fees for direct debit transactions and you should contact your financial institution to check if any charges apply.
9. We will charge $25 for direct debits returned unpaid and you will have to arrange for immediate payment either by electronic funds transfer or by providing confirmation for reprocessing of direct debit. You should contact your financial institution to check if any charges apply.
10. We will give you at least 14 days' written notice if it proposes to vary details of this arrangement, including frequency of payments.
11. You may change* or stop or defer a debit payment, or terminate this Direct Debit Service Agreement by providing us with at least five working days' notification by:
    - Emailing us at tci_qchecksupport@swissre.com or
    - Arranging it through your own financial institution, which is required to act promptly on your instructions.
    - *Note: in relation to the above reference to 'change', Your financial institution may 'change' your debit payment only to the extent of advising us of your new account details.
12. You need to ensure that the account details given in Section 2 of the DDR are correct by checking them against a recent statement from your financial institution at which the account is held. You will indemnify us against all claims, demands, actions, suits and proceedings whatsoever that may be made on or taken against us or any of its employees and also against all costs and expenses which we may properly incur in consequence of any such claim, demand, action, suit or proceeding arising out of or connected to:
    - Your failure to provide us with accurate account information in Section 2 (Details of the account to be debited) of your DDR; and/or
    - Swiss Re initiating debits in reliance on such incorrect account information provided by you.
13. Any queries, including disputed debit payments must be directed to us via email (tci_qchecksupport@swissre.com) in the first instance.Alternatively, you can take it up directly with your financial institution.
    - If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
    - If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.
14. Except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise required by law, we will keep details of your account and debit payments confidential. To see our privacy statement please visit: www.swissre.com

Privacy Notice

We collect and use your personal information to provide, issue, administer and manage our products and services. We may disclose your personal information to Swiss Re Group companies and other third parties involved in providing or administering our products and services, as described in our Privacy Policy. If you do not provide the personal information we request, we may not be able to provide our products or services to you.

Our Privacy Policy at corporatesolutions.swissre.com/australia-newzealand contains further information about how we collect, use and disclose personal information, including how you can access or correct your personal information or make a privacy complaint.