



Prescribed Organisations/Private Companies (AML/CTF and FTR Act purpose)

██████████
Electoral Commissioner
Australian Electoral Commission
Locked Bag 4007
Canberra ACT 2601

STATEMENT OF ASSURANCE – 29 June 2021

Compliance by Equifax Australia Information Services and Solutions Pty Limited (the 'Organisation') with the conditions of the Agreement for the Safeguard of Elector Information (the 'Safeguard Agreement') dated 6 April 2020 with respect to Elector Information received under item 5, 6 or 7 of the table in subsection 90B(4) of the *Commonwealth Electoral Act 1918* (the 'Electoral Act').

I, ██████████ being the ██████████ declare on behalf of the Organisation that:

1. I am authorised to give this declaration on behalf of the Organisation;
2. During the financial year:
 - (a) there has not been an 'eligible data breach' (as that term is defined in the *Privacy Act 1988*) involving Elector Information provided to the Organisation;
 - (b) Elector Information provided to the Organisation has been used in accordance with the Safeguard Agreement and in compliance with subsections 91A(2C), 91A(2D) and/or 91A(2E) of the Electoral Act, as applicable;
 - (c) the Organisation has made its employees and external suppliers aware that:
 - (i) they are dealing with Elector Information received under section 90B of the Electoral Act which is protected information for the purposes of subsection 91B(1) of the Electoral Act;
 - (ii) any failure to use the Elector Information in compliance with subsections 91A(2AA) of the Electoral Act is a breach of subsection 91A(1) of the Electoral Act for which the penalty is 100 penalty units;
 - (iii) any disclosure of the protected information contrary to subsection 91B(2) of the Electoral Act is a breach of that section for which the penalty is 1,000 penalty units; and
 - (iv) that a penalty unit is currently [insert \$210 or such greater sum that was last fixed under subsection 4AA(3) of the *Crimes Act 1914*].
3. Elector Information provided to the Organisation has been stored and/or deleted, destroyed or returned to the AEC in accordance with the Safeguard Agreement.

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