



Equifax Australasia Workforce Solutions Pty Ltd

ABN 86 080 799 720

SOW for Equifax Verification Exchange™ (Australia)

Effective 27 November 2018

1. Introduction

- 1.1 This statement of work (“**SOW**”) applies when we, Equifax Australasia Workforce Solutions Pty Limited ABN 86 080 799 720 (“**Equifax**”) supply our Verification Exchange™ product services (“**Verification Services**”) to you, our customer, under our Agreement. This SOW governs our provision of the Verification Services to you. Additional terms may also apply; if so, those additional terms are set out in an Onboarding Form, Work Order, Fee Schedule or other collateral document (such as a schedule, exhibit or appendix) executed or otherwise incorporated by you and us for purposes of the Verification Services.
- 1.2 Unless the context otherwise requires:
 - (a) where this SOW uses terms defined by the Terms of Supply that are not separately define in schedule 1 to this SOW, those terms have the same meaning in this SOW; and
 - (b) the terms defined by schedule 1 to this SOW have that meaning where used in this SOW.
- 1.3 Where an Applicant accesses our Verification Services, those services are provided in accordance with our Collection Statement accessible at www.equifax.com.au/hrsolutions/pdf/ve-collection-statement.pdf.
- 1.4 Our Verification Services comprise both automated or manual methods of providing income and employment verifications in respect of an Applicant to Verifiers, where the Applicant is an Employee, as more particularly detailed in clause 4 of this SOW.
- 1.5 Where you are a business that is treated as a Consumer, the Verification Services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. In such case, subject to that law and as contemplated by clause 10 of the Terms of Supply, if a guarantee is not satisfied you may be entitled to a resupply of that service or payment of the cost of having that service supplied again, as well as to cancel the service. Nothing in this SOW is intended to exclude, restrict or modify any rights that you may have under the Australian Consumer Law or any other applicable legislation which may not be excluded, restricted or modified by agreement. For the avoidance of doubt, the balance of the provisions in this SOW continue to apply to you to the extent not inconsistent with such rights.

2. Supply of Verification Services

- 2.1 Consistent with clause 4.8 of the Terms of Supply, you will appoint a representative who is to be responsible for the business relationship with us for our Verification Services and who is to be the single point of contact for us. In the absence of any notice from you specifying an Authorised Officer, the officer executing any Onboarding Form or otherwise deemed as accepting this Agreement (or any successor in that position from time to time) will be your Authorised Officer.
- 2.2 The Authorised Officer is authorised to accept notices on your behalf in respect of Verification Services and is responsible for:
 - (a) contract management and compliance;
 - (b) your performance as that relates to our provision of Verification Services; and
 - (c) supporting us in developing the capability to provide the reports and information services contemplated by this SOW, including (where relevant) through any third-party payroll provider.

3. Term

- 3.1 The Fee Schedule may specify a ‘Term’ as the duration for our Verification Services. Where that period expires, and no further duration is identified, the information services can continue or repeat indefinitely subject to the Terms of Supply.
- 3.2 The Verification Services start on the Effective Date and continue for the Term specified by the Agreement unless terminated earlier by agreement or in accordance with the terms of this SOW or the Agreement.
- 3.3 Without limiting the Agreement, you may terminate this SOW by giving Equifax at least thirty (30) days’ prior written notice.
- 3.4 Without limiting the terms of the Agreement, in the event of termination of this SOW, the parties agree that, at your direction and to facilitate Verification Services that are in the process of being completed, we may continue to provide the Verification Services under the terms of this SOW for a further period of up to six (6) months.
- 3.5 Subject to clause 3.4 of this SOW, on termination of this SOW we must, at your election, either return or delete all Data.

4. Scope of Services

- 4.1 Consistent with clause 2.2 of the Terms of Supply, you authorise and appoint us as your agent for the limited purpose of:
 - (a) hosting and retaining the Data supplied by you or at your direction on the Verification Exchange™ to enable the performance of the Verification Services;
 - (b) reporting any errors in that Data and otherwise reporting to you on your use of the Verification Services;
 - (c) performing the Verification Services for Authorised Primary Purposes using that Data; and
 - (d) de-identifying that Data,in accordance with the terms of this SOW and the Agreement.
- 4.2 Unless otherwise directed by you, we may use the de-identified version of the Data (following its de-identification pursuant to clause 4.1) to develop and offer multi-data insights, reports and market benchmarking analyses to you, other employers and third parties.



- 4.3 We may deliver the Verification Services in respect of Employment Data and Income Data as separate services, each with their own specific ISP and data field requirements.
 - 4.4 If you have outsourced your payroll management to a third-party service provider and you so authorise, we may access Income Data directly from that third party for purposes of the Verification Services and you will ensure that such access is made available to us pursuant to applicable Privacy Laws.
 - 4.5 We may retain any benefit arising from a re-use of deidentified data.
- 5. Fees and Payment Term**
- 5.1 All fees for the Verification Services are as stated in a Fee Schedule agreed by the parties and substantially in the form of Schedule A to this SOW.
- 6. Provision of Data**
- 6.1 To enable us to perform the Verification Services, you acknowledge and agree to:
 - (a) supply the Data to us within a mutually agreed timeframe:
 - (i) (other than for Employment Data within *eRecruit*) in a format as agreed by us; and
 - (ii) using the approved secure data transfer method identified by Schedule B to this SOW, unless otherwise agreed in writing;
 - (b) notify us in advance of any changes or modifications in format of your computer interface and/or the Data that may impact the arrangements agreed under paragraph (a) above;
 - (c) supply the Data, at no charge to us, regularly on every employee pay period basis (or at such other interval as we may agree);
 - (d) only provide Data as permitted by and in accordance with all applicable Laws; and
 - (e) comply with any policies or procedures that may be advised by Equifax in respect of the provision of Data (as may be supported by Law or other operational requirements in respect of the Data).
 - 6.2 Where the Agreement provides for the supply of an *eRecruit* service, Equifax may, subject to your directions, extract Employment Data directly from that information service and you consent to that secondary use of Employment Data for the Verification Services.
 - 6.3 We conduct appropriate sanctions and fraud checks in respect of a Verifier before providing any Data to that Verifier. If we are not satisfied as to the outcome of any such check, the relevant Data will not be released to that Verifier.
- 7. Data Quality**
- You agree to:
- (a) provide complete and accurate Data for all Employees to us;
 - (b) test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by us;
 - (c) cooperate with us to identify and resolve all identified historical and ongoing Data errors within two (2) business days of your pay period end;
 - (d) correct the Data as required within a commercially reasonable timeframe and in accordance with all applicable Laws, including where an Employee notifies Equifax of an error in any Data and it is subsequently determined that the Data is incorrect.
- 8. Compliance with Privacy Laws**
- 8.1 The Verification Services are supplied in accordance with our Privacy Policy, accessible electronically at www.equifax.com.au/hr solutions/pdf/privacy.pdf, our Agreement and this SOW. You warrant you have satisfied yourself that our delivery of the Verification Services is compatible with and satisfies any privacy policy or other privacy statement or requirement that you operate under.
 - 8.2 To the extent permitted by Law, including any Privacy Law, we will:
 - (a) act on your direction in relation to the Data, including in relation to changes to the Data;
 - (b) subject to your compliance with clause 8.3 of this SOW, comply with all applicable Privacy Laws;
 - (c) only use and disclose Data as your agent and as directed by you in accordance with clause 4 of this SOW for purpose of providing Authorised Verifications;
 - (d) restrict access to the personal information to personnel who need to access such information to fulfil our obligations under the Agreement;
 - (e) take all reasonable steps to ensure that the personal information is protected against misuse, interference and loss, or unauthorised access, modification or disclosure;
 - (f) provide to you on request a copy of the Data currently in our possession;
 - (g) promptly notify you in writing of any valid request made by an individual for correction of personal information and respond to such requests only in accordance with your reasonable directions. Where personal information has been identified by you as incorrect, we will block any such personal information from being accessed by Verifiers until such time as the personal information is corrected, or you direct us to otherwise handle the Data;
 - (h) notify you promptly if we become aware of any actual or suspected Data Breach regarding personal information held by, or in the possession of, us;
 - (i) comply with your reasonable directions and cooperate with you for the purpose of conducting any assessment, investigation or audit in connection with a Data Breach, including conducting an assessment under section 26WH of the *Privacy Act 1988* (Cth) as to whether there are reasonable grounds to believe that a Data Breach is an eligible data breach within the meaning of that term under Privacy Law, and in relation to any notifications required to be made to individuals or other third parties; and
 - (j) during and after the term of the Agreement, not do anything with the personal information that will cause you to breach any Privacy Laws and co-operate with you to resolve any complaint made under any Privacy Law.



- 8.3 You must only furnish (and direct any third party to furnish) Data to us as permitted by and in accordance with Privacy Law and other applicable laws, including the *Competition and Consumer Act 2010* (Cth), and must not supply any Data which:
- (a) contains "sensitive information" as defined in the *Privacy Act 1988* (Cth); or
 - (b) where you are a private sector employer, is not an "employee record" as defined in that Privacy Act.
- 8.4 You may change or revoke an Authorised Verification or other directions in relation to use of Data by providing written notice to us, and we will ensure that such changes or revocations (as applicable) are implemented as soon as reasonably practicable. If you revoke all or substantially all Authorised Verifications, that will be treated as a termination of this Agreement under clause 3.3.
- 8.5 Without limiting clause 8.3 of this SOW (and particularly where you are an Australian, ACT or Norfolk Island government employer entity, small business operator, registered political party, State or Territory authority or a prescribed instrumentality of a State), prior to providing us with access to the Data, you must provide all notices to and obtain consents from your Employees required by Privacy Laws to ensure:
- (a) you comply with Privacy Law when appointing us as your agent for the purposes described in clause 4 of this SOW; and
 - (b) we can comply with Privacy Law when collecting, using, disclosing and otherwise handling such Data as contemplated by this SOW and the Agreement.

9. Modification of Verification Services

Where we propose to make a change to our systems or processes which materially alters the manner of use of Data, we will provide you with thirty (30) days' written notice. If you consider the proposed change is unreasonable or adverse to your interests, you have the right to terminate the Verification Services by written notice to us within such 30-day period.

10. Use of Name and Logo

We may use your name and logo in routine communications we undertake with Verifiers, including to inform Verifiers of your participation in the Verification Services (to serve you more efficiently and to reduce calls to you from Verifiers).

11. Data, Generally

You acknowledge that:

- (a) you have, and at all times retain, effective control over the Data;
- (b) our ability to provide accurate information is dependent upon accurate Data from you;
- (c) if you only provide Employment Data, we will not be able to deliver the full Verification Services to you or for the benefit of your Employees;
- (d) the amount and nature of the Data makes it impractical for us to independently verify that the Data is complete and accurate;
- (e) we take all reasonable steps to identify an Employee seeking to access and provide their Data to a Verifier through the Verification Services; however:
 - (i) an Employee may still be referred to your HR services to obtain requisite services where we cannot satisfactorily identify that Employee; and
 - (ii) except as may otherwise be imposed by Law, we will not be liable to you or an Employee where Data is released at the direction of someone we have identified as that Employee;
- (f) we will not be liable for any damages or costs incurred by you arising from any inaccuracy or omission in any Data;
- (g) the Verification Services are hosted through our Virtual Private Cloud using servers located in Australia under a managed services/SaaS model (where the vendor does not access or process Data), with all Data stored in and (subject to paragraph (h)) accessed from within Australia; and
- (h) to the extent that personal information is accessed by our Parent in providing Equifax with technical, security and data validation support for Data stored on the Verification Exchange™, the Parent is contractually obliged to access and handle any such information in accordance with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth).

12. Entire Agreement

This SOW and the Fee Schedule contains the entire agreement relating to the Verification Services and supersedes any prior contemporaneous oral or written agreements or representations. Its terms may be modified only by a written agreement (including by variation of the Fee Schedule) duly executed by authorised representatives of both us and you. If required for purposes of the Agreement, the parties agree that execution of the Fee Schedule also constitutes execution of this SOW as given effect by it.

13. Definitions

These meanings apply unless the contrary intention appears:

"Agreement" means:

- (a) where you as the Client have an existing agreement with us for the supply of other Equifax services, such as *EHRP*, that agreement;
- (b) where your third-party payroll provider facilitates the supply of our Verification Services to you as customer, the Data Control Agreement between you and us; and
- (c) otherwise, (i) our Terms of Supply, or (ii) the Master Services Agreement or other like contract between Equifax and you as customer for the provision of information services varying those Terms of Supply, each as incorporating this SOW.

"Authorised Primary Purposes" means our provision of income and employment verification information relating to Employees to Verifiers as your agent and as authorised by those Employees or where otherwise you would be required by



Law, including:

- (a) where your Employee has applied for a benefit (such as qualifications for government assistance or a credit application) or has obtained a benefit and the Verifier is seeking to determine whether that Employee is qualified or eligible to receive the benefit or is seeking to enforce obligations undertaken by the Employee in connection with the benefit;
- (b) where your Employee is obligated by Law to provide the information to the Verifier;
- (c) where authorised by the Employee, including where an Employee seeks a Consumer Employment Report; and
- (d) on your behalf, where directed by you and agreed by us.

"Authorised Verification" means a verification to a Verifier for an Authorised Primary Purpose.

"Client" means you as our customer under the Agreement, and as specified in the Fee Schedule.

"Consumer Employment Report" means a report giving an individual access to all Data held by us about them, or such Data elements as they request, including a summary of verification inquiries, consistent with the Privacy Laws;

"Data" means either or both Employment Data and Income Data.

"Effective Date" means, unless otherwise agreed, the date specified as such in the Fee Schedule or otherwise the date that this SOW takes effect under the Agreement.

"EHRP" means the Equifax Human Resources Platform product, incorporating the products previously offered as *eRecruit*, *ePerformance* and related HR modules.

"Employees" means your current and former employees.

"Employment Data" means employment data of Employees provided by, or on behalf of, you to us from or before the Effective Date, but excludes Income Data.

"Equifax" means us as Equifax Australasia Workforce Solutions Pty Limited (ABN 86 080 799 720).

"Income Data" means income data of Employees provided by, or on behalf of, you to us from or before the Effective Date.

"Parent" means Equifax, Inc (NYSE: EFX), the ultimate parent company of Equifax headquartered in Atlanta, Georgia, and any other related body corporate of Equifax located in the United States of America operating under the same Group policies as Equifax, including under the *EFX Global Security Policies, Standards and External Security Standards*;

"Terms of Supply" means our terms of supply for information services accessible electronically at www.equifax.com.au/hrolutions/pdf/terms-of-supply.pdf.

"Verification Exchange™" means the data exchange operated by us, which enables Verifiers to verify the income and employment data of consumers in connection with the Authorised Primary Purposes.

"Verification Services" means the supply to you of an automated or manual method of providing income and employment verifications relating to your Employees to Verifiers and related services.

"Verifier" means a commercial, private, non-profit or government entity that has entered into an agreement with Equifax to receive Data from the Equifax Verification Exchange™ and that is legally permitted to receive the relevant Data relating to a request.

"Waiver Period" means such period from the Effective Date as may be specified as such in the Fee Schedule.



SCHEDULE A:

Equifax Verification Exchange™

VERIFICATION SERVICES CONTRACT – TERM & FEE SCHEDULE

Details

Item 1	Equifax	Equifax Australasia Workforce Solutions Pty Limited ABN: 86 080 799 720
Item 2	Equifax's email	support.au.ve@equifax.com
Item 3	Client	[CLIENT NAME] ABN: [XXX XXX XXX]
Item 4	Client details	as identified in the Client's <i>VE Account Set-up form</i> (or otherwise by the Agreement)
Item 5	Services	Verification Services (Authorised Primary Purposes and Employer Reporting)
Item 6	Term from Effective Date (select)	<input checked="" type="checkbox"/> 3 years <input type="checkbox"/> other (specify): _____
Item 7	Effective Date	[Date: _____ / as notified by us to you on or after [15 January 2019]]
Item 8	Fee Schedule	Appendix A to this form
Item 9	Waiver Period	<input checked="" type="checkbox"/> 2 years <input type="checkbox"/> other (specify): _____

Equifax agrees to provide the Verification Services for the Term and the Client agrees to engage Equifax to perform those Services in accordance with:

- (a) the *Agreement* as defined by the *Verification Exchange™ SOW* accessible at www.equifax.com.au/hrsolutions/pdf/vesow.pdf;
- (b) any *VE Account Set-up form* as completed by the Customer; and
- (c) the Fee Schedule attached to this document as Appendix A.

Subject to supplier or other variations permitted by the *VE SOW*, the pricing specified in the Fee Schedule will be maintained for [the Term / an initial period of _____ months / years].



Signed on behalf of Equifax by a person authorised to sign on behalf of Equifax:

Signed on behalf of Client by a person authorised to sign on behalf of Client:

Signature

Name

Position

Date

Signature

Name

Position

Date

Appendix A: Fees

Set-up and Conversion Fees

- Set-up and conversion fee

\$2,500 (GST exc)*

Total Monthly Fees

Includes:

- Verifications of Employment
- Verifications of Income
- Data Security and Storage
- Service Review Meetings (if required)
- Call Centre Support
- Periodic file updates, including electronic data file transmissions

\$250.00 (GST exc)*

Benchmark Report Fees

- Standardised employer benchmark report (once available)
- Enhanced modules

\$nil
upon application

You will also be responsible for all preapproved, reasonable and customary travel and living expenses for Equifax personnel incurred in visiting your sites for specifications or like meetings requiring onsite Equifax attendance. Those expenses will be separately itemised and invoiced to you.

Fees are invoiced on or about the first day of each month. Monthly maintenance fees for current Employees are invoiced each month for that month. Set-up and Conversion fees are invoiced upon execution of this Term and Fee Schedule. Miscellaneous fees (if any) will be invoiced monthly in arrears.

All Monthly and Report fees increase by 5% on each anniversary of the Effective Date. All fees are expressed in Australian dollars and inclusive of all Australian (Federal, State and Local Government) taxes and charges, excluding GST.

Employer as Member Verifier Program

Upon successful implementation of the Verification Services, you are entitled to certain discounts (including the Standardised employer benchmark report) as an Employer Member Verifier.

***Early Adopter Discount**

*As an Early Adopter, all fees – including Set-up fees and Monthly fees – will be waived for the Waiver Period based on you beginning implementation for the Verification Services on or before the Effective Date (or such other date as you and we may agree).



SCHEDULE B: SECURITY REQUIREMENTS FOR EMPLOYMENT AND INCOME DATA SENT TO THE VERIFICATION EXCHANGE™

The following table outlines the method for the secure transfer of employment and income Data to the Verification Exchange™. Unless otherwise agreed by the parties in writing, you agree to use the approved data transfer method identified below, namely transfer of Data by means of Secure File Transfer Protocol (“**SFTP**”) with PGP encryption.

	Transfer Option	Description	Requirement
1	FTP/S (SSL) SFTP (SSH)	Eliminate data files travelling through 3 rd party courier. Secures information in the file.	PGP desktop software and exchange of PGP keys. WinZip Version 9 or later software, use of AES-256 encryption, and exchange of passwords (Passwords are required to be AT LEAST 32 characters)

Additional Security Requirements

- When using Win Zip or PGP the following must be met:
 - o Win Zip files must be zipped using WinZip 9.0 or later;
 - o File Encryption using AES-256 encryption;
 - o Data file must be password protected using a password of at LEAST 32 characters;
 - o Passwords must be sent using a separate path from the file (e.g. if the file is sent via email, password must be in a separate email which does not indicate this is a password. If the file is sent via physical media or electronic medium, such as FTP, the password must be communicated via telephone, email, or other approved communication.)
- When using PGP the following is required:
 - o The Equifax Verification Exchange™ public key must be used.