UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2016

OR

✶ **TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission File Number: 001-06605

EQUIFAX INC.
(Exact name of registrant as specified in its charter)

Georgia	**58-0401110**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1550 Peachtree Street, N.W., Atlanta, Georgia	**30309**
(Address of principal executive offices)	(Zip Code)

404-885-8000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ✶

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ✶

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ✶	Non-accelerated filer ✶ (Do not check if a smaller reporting company)	Smaller reporting company ✶

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ✶ No ☒

On July 13, 2016, there were 119,335,337 shares of the registrant's common stock outstanding.

EQUIFAX INC.

QUARTERLY REPORT ON FORM 10-Q

QUARTER ENDED June 30, 2016

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FORWARD-LOOKING STATEMENTS

This report contains information that may constitute "forward-looking statements." Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will," "may" and similar expressions identify forward-looking statements, which generally are not historical in nature. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future, including statements relating to future operating results, are forward-looking statements. Management believes that these forward-looking statements are reasonable as and when made. However, forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company's historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described in Part II, "Item 1A. Risk Factors," and elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2015, and those described from time to time in our future reports filed with the Securities and Exchange Commission. As a result of such risks and uncertainties, we urge you not to place undue reliance on any such forward-looking statements. Forward-looking statements speak only as of the date when made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF INCOME

(Unaudited)

	Three Months Ended June 30,	
	2016	**2015**
(In millions, except per share amounts)		
Operating revenue	**$ 811.3**	$ 678.1
Operating expenses:		
Cost of services (exclusive of depreciation and amortization below)	**285.8**	220.8
Selling, general and administrative expenses	**231.6**	218.7
Depreciation and amortization	**68.2**	50.1
Total operating expenses	**585.6**	489.6
Operating income	**225.7**	188.5
Interest expense	**(23.6)**	(16.2)
Other expense, net	**(0.8)**	(13.9)
Consolidated income from operations before income taxes	**201.3**	158.4
Provision for income taxes	**(68.3)**	(45.9)
Consolidated net income	**133.0**	112.5
Less: Net income attributable to noncontrolling interests including redeemable noncontrolling interests	**(2.1)**	(1.5)
Net income attributable to Equifax	**$ 130.9**	$ 111.0
Basic earnings per common share:		
Net income attributable to Equifax	**$ 1.10**	$ 0.94
Weighted-average shares used in computing basic earnings per share	**119.2**	118.6
Diluted earnings per common share:		
Net income attributable to Equifax	**$ 1.08**	$ 0.92
Weighted-average shares used in computing diluted earnings per share	**121.1**	120.9
Dividends per common share	**$ 0.33**	$ 0.29

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF INCOME

(Unaudited)

(In millions, except per share amounts)	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015
Operating revenue	**$ 1,539.6**	$ 1,329.9
Operating expenses:		
Cost of services (exclusive of depreciation and amortization below)	**539.1**	435.9
Selling, general and administrative expenses	**474.8**	451.6
Depreciation and amortization	**123.8**	99.7
Total operating expenses	**1,137.7**	987.2
Operating income	**401.9**	342.7
Interest expense	**(43.7)**	(32.3)
Other expense, net	**(2.9)**	(14.4)
Consolidated income from operations before income taxes	**355.3**	296.0
Provision for income taxes	**(119.9)**	(93.9)
Consolidated net income	**235.4**	202.1
Less: Net income attributable to noncontrolling interests including redeemable noncontrolling interests	**(2.4)**	(2.8)
Net income attributable to Equifax	**$ 233.0**	$ 199.3
Basic earnings per common share:		
Net income attributable to Equifax	**$ 1.96**	$ 1.67
Weighted-average shares used in computing basic earnings per share	**119.0**	119.0
Diluted earnings per common share:		
Net income attributable to Equifax	**$ 1.93**	$ 1.64
Weighted-average shares used in computing diluted earnings per share	**120.9**	121.3
Dividends per common share	**$ 0.66**	$ 0.58

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Unaudited)

	Three Months Ended June 30, 2016					
	2016			2015		
	Equifax Shareholders	Noncontrolling Interests	Total	Equifax Shareholders	Noncontrolling Interests	Total
			(In millions)			
Net income	$ 130.9	$ 2.1	$ 133.0	$ 111.0	$ 1.5	$ 112.5
Other comprehensive income (loss):						
Foreign currency translation adjustment	(66.5)	(1.0)	(67.5)	19.0	(0.9)	18.1
Change in unrecognized prior service cost and actuarial losses related to our pension and other postretirement benefit plans, net	2.3	—	2.3	2.6	—	2.6
Change in cumulative loss from cash flow hedging transactions, net	0.4	—	0.4	—	—	—
Comprehensive income (loss)	$ 67.1	$ 1.1	$ 68.2	$ 132.6	$ 0.6	$ 133.2

	Six Months Ended June 30,					
	2016			2015		
	Equifax Shareholders	Noncontrolling Interests	Total	Equifax Shareholders	Noncontrolling Interests	Total
			(In millions)			
Net income	$ 233.0	$ 2.4	$ 235.4	$ 199.3	$ 2.8	$ 202.1
Other comprehensive income (loss):						
Foreign currency translation adjustment	31.9	(1.3)	30.6	(18.1)	(2.5)	(20.6)
Change in unrecognized prior service cost and actuarial losses related to our pension and other postretirement benefit plans, net	4.5	—	4.5	5.1	—	5.1
Change in cumulative loss from cash flow hedging transactions, net	0.6	—	0.6	0.2	—	0.2
Comprehensive income	$ 270.0	$ 1.1	$ 271.1	$ 186.5	$ 0.3	$ 186.8

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED BALANCE SHEETS

(In millions, except par values)	June 30, 2016 Unaudited	December 31, 2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ **96.8**	$ 93.3
Trade accounts receivable, net of allowance for doubtful accounts of $9.1 and $7.5 at June 30, 2016 and December 31, 2015, respectively	**418.0**	349.8
Prepaid expenses	**55.9**	39.3
Other current assets	**56.5**	79.2
Total current assets	**627.2**	561.6
Property and equipment:		
Capitalized internal-use software and system costs	**252.5**	212.5
Data processing equipment and furniture	**264.8**	247.8
Land, buildings and improvements	**202.3**	194.6
Total property and equipment	**719.6**	654.9
Less accumulated depreciation and amortization	**(301.4)**	(288.1)
Total property and equipment, net	**418.2**	366.8
Goodwill	**3,971.6**	2,571.0
Indefinite-lived intangible assets	**94.9**	94.7
Purchased intangible assets, net	**1,404.9**	827.9
Other assets, net	**124.0**	79.5
Total assets	$ **6,640.8**	$ 4,501.5
LIABILITIES AND EQUITY		
Current liabilities:		
Short-term debt and current maturities of long-term debt	$ **447.5**	$ 49.3
Accounts payable	**43.4**	40.6
Accrued expenses	**129.9**	112.7
Accrued salaries and bonuses	**101.2**	139.2
Deferred revenue	**98.6**	96.8
Other current liabilities	**141.3**	165.2
Total current liabilities	**961.9**	603.8
Long-term debt	**2,498.7**	1,138.4
Deferred income tax liabilities, net	**365.9**	205.5
Long-term pension and other postretirement benefit liabilities	**143.2**	146.4
Other long-term liabilities	**87.7**	57.0
Total liabilities	**4,057.4**	2,151.1
Commitments and Contingencies (see Note 6)		
Equifax shareholders' equity:		
Preferred stock, $0.01 par value: Authorized shares - 10.0; Issued shares - none	**—**	—
Common stock, $1.25 par value: Authorized shares - 300.0; Issued shares - 189.3 at June 30, 2016 and December 31, 2015; Outstanding shares - 119.3 and 118.7 at June 30, 2016 and December 31, 2015, respectively	**236.6**	236.6
Paid-in capital	**1,288.4**	1,260.5
Retained earnings	**3,988.3**	3,834.4
Accumulated other comprehensive loss	**(447.8)**	(484.8)
Treasury stock, at cost, 69.4 shares and 70.0 shares at June 30, 2016 and December 31, 2015, respectively	**(2,518.1)**	(2,529.9)
Stock held by employee benefit trusts, at cost, 0.6 shares at June 30, 2016 and December 31, 2015	**(5.9)**	(5.9)
Total Equifax shareholders' equity	**2,541.5**	2,310.9
Noncontrolling interests including redeemable noncontrolling interests	**41.9**	39.5
Total equity	**2,583.4**	2,350.4
Total liabilities and equity	$ **6,640.8**	$ 4,501.5

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

	Six Months Ended June 30,	
	2016	**2015**
	(In millions)	
Operating activities:		
Consolidated net income	**$ 235.4**	$ 202.1
Adjustments to reconcile consolidated net income to net cash provided by operating activities:		
Impairment of cost method investment	**—**	14.8
Depreciation and amortization	**124.7**	100.8
Stock-based compensation expense	**22.2**	24.5
Excess tax benefits from stock-based compensation plans	**(20.0)**	(17.1)
Deferred income taxes	**2.6**	(18.6)
Changes in assets and liabilities, excluding effects of acquisitions:		
Accounts receivable, net	**(42.5)**	(34.8)
Prepaid expenses and other current assets	**12.4**	2.7
Other assets	**(4.9)**	4.4
Current liabilities, excluding debt	**(65.7)**	9.4
Other long-term liabilities, excluding debt	**15.3**	1.4
Cash provided by operating activities	**279.5**	289.6
Investing activities:		
Capital expenditures	**(82.8)**	(55.2)
Acquisitions, net of cash acquired	**(1,727.8)**	(4.4)
Economic hedges	**(10.8)**	—
Investment in unconsolidated affiliates, net	**—**	(0.1)
Cash used in investing activities	**(1,821.4)**	(59.7)
Financing activities:		
Net short-term borrowings (repayments)	**207.5**	(45.2)
Payments on long-term debt	**(210.0)**	—
Borrowings on long-term debt	**1,574.7**	—
Treasury stock purchases	**—**	(182.2)
Dividends paid to Equifax shareholders	**(78.6)**	(69.0)
Dividends paid to noncontrolling interests	**(5.6)**	(6.0)
Proceeds from exercise of stock options	**15.7**	17.2
Excess tax benefits from stock-based compensation plans	**20.0**	17.1
Debt issuance costs	**(5.5)**	—
Cash provided by (used in) financing activities	**1,518.2**	(268.1)
Effect of foreign currency exchange rates on cash and cash equivalents	**27.2**	(5.9)
Increase (decrease) in cash and cash equivalents	**3.5**	(44.1)
Cash and cash equivalents, beginning of period	**93.3**	128.3
Cash and cash equivalents, end of period	**$ 96.8**	$ 84.2

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY AND OTHER COMPREHENSIVE INCOME

For the Six Months Ended June 30, 2016

(Unaudited)

	Equifax Shareholders								
	Common Stock								
	Shares Outstanding	Amount	Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Stock Held By Employee Benefits Trusts	Noncontrolling Interests	Total Equity
	(In millions, except per share amounts)								
Balance, December 31, 2015	118.7	$ 236.6	$ 1,260.5	$ 3,834.4	$ (484.8)	$ (2,529.9)	$ (5.9)	$ 39.5	$ 2,350.4
Net income	—	—	—	**233.0**	—	—	—	**2.4**	**235.4**
Other comprehensive loss	—	—	—	—	**37.0**	—	—	**(1.3)**	**35.7**
Shares issued under stock and benefit plans, net of minimum tax withholdings	**0.6**	—	**(14.7)**	—	—	**11.8**	—	—	**(2.9)**
Treasury stock purchased under share repurchase program*	—	—	—	—	—	—	—	—	—
Cash dividends ($0.66 per share)	—	—	—	**(79.0)**	—	—	—	—	**(79.0)**
Dividends paid to employee benefits trusts	—	—	**0.4**	—	—	—	—	—	**0.4**
Stock-based compensation expense	—	—	**22.2**	—	—	—	—	—	**22.2**
Tax effects of stock-based compensation plans	—	—	**20.0**	—	—	—	—	—	**20.0**
Acquisition of Veda noncontrolling interests	—	—	—	—	—	—	—	**6.8**	**6.8**
Redeemable noncontrolling interest adjustment	—	—	—	**(0.1)**	—	—	—	**0.1**	—
Dividends paid to noncontrolling interests	—	—	—	—	—	—	—	**(5.6)**	**(5.6)**
Balance, June 30, 2016	**119.3**	**$ 236.6**	**$ 1,288.4**	**$ 3,988.3**	**$ (447.8)**	**$ (2,518.1)**	**$ (5.9)**	**$ 41.9**	**$ 2,583.4**

* At June 30, 2016, $667.2 million was available for future purchases of common stock under our share repurchase authorization.

Accumulated Other Comprehensive Loss consists of the following components:

	June 30, 2016	December 31, 2015
	(In millions)	
Foreign currency translation	**$ (205.5)**	$ (237.4)
Unrecognized actuarial losses and prior service cost related to our pension and other postretirement benefit plans, net of accumulated tax of $136.0 and $138.2 at June 30, 2016 and December 31, 2015, respectively	**(241.3)**	(245.8)
Cash flow hedging transactions, net of accumulated tax of $0.9 and $1.0 at June 30, 2016 and December 31, 2015, respectively	**(1.0)**	(1.6)
Accumulated other comprehensive loss	**$ (447.8)**	**$ (484.8)**

See Notes to Consolidated Financial Statements.

As used herein, the terms Equifax, the Company, we, our and us refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations. We collect, organize and manage various types of financial, demographic, employment and marketing information. Our services enable businesses to make credit and service decisions, manage their portfolio risk, automate or outsource certain human resources, employment tax and payroll-related business processes, and develop marketing strategies concerning consumers and commercial enterprises. We serve customers across a wide range of industries, including the financial services, mortgage, retail, telecommunications, utilities, automotive, brokerage, healthcare and insurance industries, as well as government agencies. We also enable consumers to manage and protect their financial health through a portfolio of products offered directly to consumers. We also provide information, technology and services to support debt collections and recovery management. As of June 30, 2016, we operated in the following countries: Argentina, Australia, Canada, Chile, Costa Rica, Ecuador, El Salvador, Honduras, India, Mexico, New Zealand, Paraguay, Peru, Portugal, Spain, the United Kingdom, or U.K., Uruguay, and the United States of America, or U.S. We also offer Equifax branded credit services in India and Russia through joint ventures, we have investments in consumer and/or commercial credit information companies through joint ventures in Cambodia, Malaysia and Singapore, and have an investment in a consumer and commercial credit information company in Brazil.

We develop, maintain and enhance secured proprietary information databases through the compilation of consumer specific data, including credit, income, employment, asset, liquidity, net worth and spending activity, and business data, including credit and business demographics, that we obtain from a variety of sources, such as credit granting institutions, public record information, income and tax information primarily from large to mid-sized companies in the U.S., and survey-based marketing information. We process this information utilizing our proprietary information management systems.

Basis of Presentation. The accompanying unaudited Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP, the instructions to Form 10-Q and applicable sections of Regulation S-X. To understand our complete financial position and results, as defined by GAAP, this Form 10-Q should be read in conjunction with the Consolidated Financial Statements and the notes thereto included in our annual report on Form 10-K for the year ended December 31, 2015 (“2015 Form 10-K”).

Our unaudited Consolidated Financial Statements reflect all adjustments which are, in the opinion of management, necessary for a fair presentation of the periods presented and are of a normal recurring nature.

Earnings Per Share. Our basic earnings per share, or EPS, is calculated as net income attributable to Equifax divided by the weighted-average number of common shares outstanding during the period. Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding. The net income amounts used in both our basic and diluted EPS calculations are the same. A reconciliation of the weighted-average outstanding shares used in the two calculations is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	**2015**	**2016**	**2015**
	(In millions)			
Weighted-average shares outstanding (basic)	**119.2**	118.6	**119.0**	119.0
Effect of dilutive securities:				
Stock options and restricted stock units	**1.9**	2.3	**1.9**	2.3
Weighted-average shares outstanding (diluted)	**121.1**	120.9	**120.9**	121.3

For the three and six months ended June 30, 2016 and 2015, the stock options that were anti-dilutive werenot material.

Accelerated Share Repurchase Program. On October 24, 2014, we entered into an accelerated share repurchase(“ASR”) program to repurchase shares of our common stock under our approved share repurchase program. Under the ASR program, the number of shares to be repurchased is based generally on the daily volume weighted average price of our common stock during the term of the ASR program. On October 24, 2014, we paid $115 million in exchange for an initial delivery of 1.4 million shares to the Company, subject to a 10%, or $11.5 million, holdback. On February 4, 2015, we settled the ASR by receiving approximately 0.02 million additional shares, for a total shares received of 1.42 million from the ASR.

Financial Instruments. Our financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts payable and short- and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market values due to the short-term nature of these instruments. The fair value of our fixed-rate debt is determined using Level 2 inputs such as quoted market prices for publicly traded instruments, and for non-publicly traded instruments through valuation techniques depending on the specific characteristics of the debt instrument. As of June 30, 2016 and December 31, 2015, the fair value of our long-term debt, based on observable inputs was $2.7 billion and $1.2 billion, respectively compared to its carrying value of $2.5 billion and $1.1 billion, respectively.

Derivatives and Hedging Activities*.* Although derivative financial instruments are not utilized for speculative purposes or as the Company's primary risk management tool, derivatives have been used as a risk management tool to hedge the Company's exposure to changes in interest rates and foreign exchange rates. We have used interest rate swaps and interest rate lock agreements to manage interest rate risk associated with our fixed and floating-rate borrowings. Forward contracts on various foreign currencies have been used to manage the foreign currency exchange rate risk of certain firm commitments denominated in foreign currencies. We recognize all derivatives on the balance sheet at fair value. Derivative valuations reflect the value of the instrument including the value associated with any material counterparty risk.

Economic Hedges. In December 2015, in anticipation of the acquisition of Veda Group Limited ("Veda"), we purchased foreign currency options to buy Australian dollars with a weighted average strike price of $0.7225 and a notional value of 1.0 billion Australian dollars. These foreign currency options ("options") were designed to act as economic hedges for the pending Veda acquisition and have been marked to market. The options had an expiry date of February 18, 2016. We recorded a mark-to-market gain on the options of $4.7 million for the year ended December 31, 2015, which was recorded in other income (expense), net. The fair value of these options at December 31, 2015 were $14.4 million, and were recorded in other current assets, net, on our Consolidated Balance Sheet. In January 2016, we purchased additional options for a notional amount of 1.0 billion Australian dollars, with a weighted average strike price of $0.7091, with expiry dates of February 11, 2016 and February 16, 2016. We settled all of the options on the respective settlement dates in February 2016. We recognized a net loss of $15.4 million related to the options in the first quarter of 2016, which was recorded in other income (expense), net.

Fair Value Measurements. Fair value is determined based on the assumptions marketplace participants use in pricing the asset or liability. We use a three level fair value hierarchy to prioritize the inputs used in valuation techniques between observable inputs that reflect quoted prices in active markets, inputs other than quoted prices with observable market data and unobservable data (e.g., a company's own data).

The following table presents items measured at fair value on a recurring basis:

		Fair Value Measurements at Reporting Date Using:		
Description	Fair Value of Assets (Liabilities) at June 30, 2016	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(In millions)		
Deferred Compensation Plan Assets[(1)]	$ 26.6	$ 26.6	$ —	$ —
Deferred Compensation Plan Liability[(1)]	(26.6)	—	(26.6)	—
Total	$ —	$ 26.6	$ (26.6)	$ —

(1) We maintain deferred compensation plans that allow for certain management employees to defer the receipt of compensation (such as salary, incentive compensation and commissions) until a later date based on the terms of the plan. The liability representing benefits accrued for plan participants is valued at the quoted market prices of the participants' investment elections. The asset consists of mutual funds reflective of the participants' investment selections and is valued at daily quoted market prices.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis. As disclosed in Note 3, we completed our acquisition of Veda during the six months ended June 30, 2016. The values of net assets acquired and the resulting goodwill were recorded at fair value using Level 3 inputs. The majority of the related current assets acquired and liabilities assumed were recorded at their carrying values as of the date of acquisition, as their carrying values approximated their fair values due to their short-term nature. The fair values of goodwill and definite-lived intangible assets acquired in this acquisition were internally estimated primarily based on the income approach. The income approach estimates fair value based on the present value of the cash flows that the assets are expected to generate in the future. We developed internal estimates for the expected cash flows and discount rates in the present value calculations. The fair value of the equity method investment assets acquired were internally estimated based on the market approach. Under the market approach, we estimated fair value based on market multiples of comparable companies.

Other Current Assets. Other current assets on our Consolidated Balance Sheets primarily represent amounts in specifically designated accounts that hold the funds that are due to customers from our debt collection and recovery management services. As of June 30, 2016, these assets were approximately $20.5 million, with a fully offsetting balance in other current liabilities. These amounts are restricted as to their current use, and will be released according to the specific customer agreements. Other current assets also include certain current tax accounts.

Variable Interest Entities. We hold interests in certain entities, including credit data, information solutions and debt collections and recovery management ventures, that are considered variable interest entities, or VIEs. These variable interests relate to ownership interests that require financial support for these entities. Our investments related to these VIEs totaled $13.4 million at June 30, 2016, representing our maximum exposure to loss, with the exception of the guarantees referenced in Note 6. We are not the primary beneficiary and are not required to consolidate any of these VIEs, with the exception of a debt collections and recovery management venture, for which we meet the consolidation criteria under ASC 810. In regards to that consolidated VIE, we have a 75% equity ownership interest and control of the activities that most significantly impact the VIE's economic performance. The assets and liabilities of the VIE for which we are the primary beneficiary were not significant to the Company's Consolidated Financial Statements, and no gain or loss was recognized because of its consolidation.

In evaluating whether we have the power to direct the activities of a VIE that most significantly impact its economic performance, we consider the purpose for which the VIE was created, the importance of each of the activities in which it is engaged and our decision-making role, if any, in those activities that significantly determine the entity's economic performance as compared to other economic interest holders. This evaluation requires consideration of all facts and circumstances relevant to decision-making that affects the entity's future performance and the exercise of professional judgment in deciding which decision-making rights are most important.

In determining whether we have the right to receive benefits or the obligation to absorb losses that could potentially be significant to the VIE, we evaluate all of our economic interests in the entity, regardless of form (debt, equity, management and servicing fees, and other contractual arrangements). This evaluation considers all relevant factors of the entity's design, including: the entity's capital structure, contractual rights to earnings (losses), subordination of our interests relative to those of other investors, contingent payments, as well as other contractual arrangements that have the potential to be economically significant. The evaluation of each of these factors in reaching a conclusion about the potential significance of our economic interests is a matter that requires the exercise of professional judgment.

Certain of our VIEs have redeemable noncontrolling interests that are subject to classification outside of permanent equity on the Company's Consolidated Balance Sheet. The redeemable noncontrolling interests are reflected using the redemption method as of the balance sheet date. Redeemable noncontrolling interest adjustments to the redemption values are reflected in retained earnings. The adjustment of redemption value at the period end that reflects a redemption value in excess of fair value is included as an adjustment to net income attributable to Equifax stockholders for the purposes of the calculation of earnings per share. None of the current period adjustments reflect a redemption in excess of fair value. Additionally, due to the immaterial balance of the redeemable noncontrolling interest, we have elected to maintain the noncontrolling interest in permanent equity, rather than temporary equity, within our Consolidated Balance Sheet.

Other Assets. Other assets on our Consolidated Balance Sheets primarily represents our investment in unconsolidated affiliates, our cost method investment in Brazil, assets related to life insurance policies covering certain officers of the Company, and employee benefit trust assets.

Cost Method Investment. We monitor the status of our cost method investment in order to determine if conditions exist or events and circumstances indicate that it may be impaired in that its carrying amount may exceed the fair value of the investment. Significant factors that are considered that could be indicative of an impairment include: changes in business strategy, market conditions, underperformance relative to historical or expected future operating results; and negative industry or economic trends. If potential indicators of impairment exist, we estimate the fair value of the investment using a combination of a discounted cash flow analysis and an evaluation of EBITDA multiples for comparable companies. If the carrying value of the investment exceeds the estimated fair value, an impairment loss is recorded based on the amount by which the investment's carrying amount exceeds its fair value. We recorded an impairment of our cost method investment in the second quarter of 2015. See Note 2 for further discussion.

Other Current Liabilities. Other current liabilities on our Consolidated Balance Sheets consist of the offset to other current assets, related to amounts in specifically designated accounts that hold the funds that are due to customers from our debt collection and recovery management services. As of June 30, 2016, these funds were approximately $20.5 million. These amounts are restricted as to their current use, and will be released according to the specific customer agreements. Other current liabilities also include various accrued liabilities such as interest expense, accrued employee benefits, accrued taxes, accrued payroll, and accrued legal expenses.

Change in Accounting Principle. In April 2015, the FASB issued ASU 2015-03 “Interest - Imputation of Interest.” The guidance modified the presentation of debt issuance costs, to require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. In August 2015, the FASB issued ASU 2015-15 "Interest - Imputation of Interest", which updated the ASU 2015-03 guidance to state that the SEC staff would not object to an entity deferring and presenting debt issuance costs relating to a line-of-credit arrangement as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. For public business entities, the amendments in this update are effective for financial statements issued for annual periods beginning after December 15, 2015, and interim periods within those annual periods.

The Company has adopted the new guidance and retrospectively presented the debt issuance costs related to its long-term debt as a deduction from the carrying amount of the associated debt on its Consolidated Balance Sheets as of June 30, 2016 and December 31, 2015. The Company continues to present the debt issuance costs related to its revolving credit facilities as an asset on its Consolidated Balance Sheets as of June 30, 2016 and December 31, 2015. This change did not affect the Company's consolidated statements of income, cash flows, or shareholders' equity.

Recent Accounting Pronouncements. *Share-based payments.* In March 2016, the FASB issued ASU 2016-09 "Compensation - Stock Compensation (Topic 718)". This standard requires the recognition of the income tax effects of awards in the income statement when the awards vest or are settled, thus eliminating additional paid-in capital pools. The guidance also allows for the employer to repurchase more of an employee’s shares for tax withholding purposes without triggering liability accounting. In addition, the guidance allows for a policy election to account for forfeitures as they occur rather than on an estimated basis. The guidance is effective in 2017 with early adoption permitted. The Company is currently evaluating the impact of this guidance on its Consolidated Financial Statements and the timing of adoption.

Equity method investments. In March 2016, the FASB issued ASU 2016-07 "Investments - Equity Method and Joint Ventures (Topic 323)". This standard eliminates the requirement that an investor retrospectively apply equity method accounting when an investment that it had accounted for by another method initially qualifies for the equity method. The guidance requires that an equity method investor add the cost of acquiring the additional interest in the investee to the current basis of the investor’s previously held interest and adopt the equity method of accounting as of the date the investment becomes qualified for equity method accounting. The guidance is effective in 2017 with early adoption permitted. The Company is evaluating the timing of adoption of this guidance and the potential effects on its Consolidated Financial Statements.

Leases. In February 2016, the FASB issued ASU 2016-02 “Leases (Topic 842)”. This standard requires lessees to put most leases on their balance sheets but recognize expenses on their income statements in a manner similar to current lease accounting. The guidance also eliminates current real estate-specific provisions for all entities. For lessors, the guidance modifies the classification criteria and the accounting for sales-type and direct financing leases. All entities will classify leases to determine how to recognize lease-related revenue and expense. The guidance becomes effective for fiscal years and interim reporting periods beginning after December 15, 2018. The Company is evaluating the potential effects of the adoption of this standard on its Consolidated Financial Statements.

Reporting of Provisional Amounts in a Business Combination. In September 2015, the FASB issued ASU 2015-03 “Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments”. This standard eliminates the requirement to restate prior period financial statements for measurement period adjustments following a business combination. The new standard requires that the cumulative impact of a measurement period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment is identified. The prior period impact of the adjustment should be either presented separately on the face of the income statement or disclosed in the notes. The guidance became effective for fiscal years and interim reporting periods beginning after December 15, 2015. The adoption of this standard did not have a material impact on our consolidated financial position, results of operations and cash flows.

Cloud Computing Arrangements. In April 2015, the FASB issued ASU 2015-05 “Intangibles—Goodwill and Other—Internal-Use Software: Customer's Accounting for Fees Paid in a cloud Computing Arrangement.” The update provides criteria for customers in a cloud computing arrangement to use to determine whether the arrangement includes a license of software. The guidance becomes effective for fiscal years and interim reporting periods beginning after December 15, 2015. We have elected to adopt the standard prospectively. The adoption of this standard did not have a material impact on our consolidated financial position, results of operations and cash flows.

Revenue Recognition. In May 2014, the FASB issued ASU No. 2014-9, "Revenue from Contracts with Customers." ASU 2014-9 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. ASU 2014-9 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-9 was originally effective for annual reporting periods, and interim periods within that period, beginning after December 15, 2016 and early adoption was not permitted. On July 9, 2015, the FASB voted to defer the effective date by one year to December 15, 2017 for interim and annual reporting periods beginning after that date and permitted early adoption of the standard, but not before the original effective date of December 15, 2016. Companies may use either a full retrospective or a modified retrospective approach to adopt ASU 2014-9. The Company is evaluating the potential effects of the adoption of this standard on its Consolidated Financial Statements.

2. IMPAIRMENT OF INVESTMENT IN BOA VISTA SERVICOS

We hold a 15% equity interest in Boa Vista Servicos ("BVS"), which is the second largest consumer and commercial credit information company in Brazil. This investment is recorded in other assets, net, on the Consolidated Balance Sheets and is accounted for using the cost method. As of December 31, 2015 our investment in BVS was recorded at 44 million Brazilian Reais, which approximated the fair value. The fair value was determined by management using income and market approaches. The carrying value has decreased by $37.5 million related to the foreign exchange impact since 2011, which is included in the foreign currency translation adjustments in accumulated other comprehensive income. As of June 30, 2016, our investment in BVS, recorded at 44 million Reais ($13.0 million), approximated the fair value.

3. ACQUISITIONS AND INVESTMENTS

2016 Acquisitions and Investments. On February 24, 2016, the Company completed the acquisition of 100% of the ordinary voting shares of Veda for cash consideration of approximately $1.7 billion (2.4 billion Australian dollars) and debt assumed of approximately $189.5 million (261.9 million Australian dollars). The acquisition provides a strong platform for Equifax to offer data and analytic services and further broaden the Company's geographic footprint. Veda stockholders received 2.825 Australian dollars in cash for each share of Veda common stock they owned. The Company financed the transaction with $1.7 billion of debt, consisting of commercial paper, an $800 million 364-Day revolving credit facility (the "364-Day Revolver"), and an $800 million three-year delayed draw term loan facility (the "Term Loan"). Refer to Note 5 for further discussion on debt.

The primary areas of the purchase price that are not yet finalized are related to income taxes, provisions, unearned revenue, intangible assets, property and equipment, working capital, amortization and depreciation lives, and residual goodwill, including the allocation between reporting units. Accordingly, adjustments may be made to the values of the assets acquired and liabilities assumed as additional information is obtained about the facts and circumstances that existed at the valuation date.

The preliminary valuation of acquired assets and assumed liabilities at the date of the acquisition, include the following:

		(In millions)
Cash	$	22.7
Accounts receivable and other current assets		35.3
Other assets		41.6
Identifiable intangible assets (1)		654.6
Goodwill (2)		1,404.3
Total assets acquired	$	2,158.5
Debt(3)		(189.5)
Other current liabilities		(37.5)
Other liabilities		(174.3)
Non-controlling interest		(6.7)
Net assets acquired	$	1,750.5

(1) Identifiable intangible assets are further disaggregated in the table below.
(2) The goodwill is included in the International segment and is not deductible for tax purposes.
(3) The Veda debt of$191 million was paid in full on March 10, 2016.

The primary reasons that the purchase price of the Veda acquisition exceeded the fair value of the net assets acquired, which resulted in the recognition of goodwill, were attributable to new growth opportunities and the acquired assembled and trained workforce of Veda.

		Fair value	Weighted-average useful life
Definite-lived intangible assets:		(In millions)	(In years)
Customer relationships	$	163.5	15.0
Acquired software and technology		104.1	4.3
Purchased data files		373.4	15.0
Non-compete agreements		3.8	1.0
Trade names and other intangible assets		9.8	1.0
Total acquired intangibles	$	654.6	13.0

Pro Forma Financial Information. The following table presents unaudited consolidated pro forma information as if our acquisition of Veda had occurred at the beginning of the earliest period presented. The pro forma amounts may not be necessarily indicative of the operating revenues and results of operations had the acquisition actually taken place at the beginning of the earliest period presented. Furthermore, the pro forma information may not be indicative of future performance.

	Three months ended June 30,			
	2015			
	As Reported		Pro Forma	
	(In millions, except per share data)			
Operating revenues	$	678.1	$	748.1
Net income attributable to Equifax		111.0		113.0
Net income per share (basic)		0.94		0.95
Net income per share (diluted)		0.92		0.93

	Six months ended June 30,			
	2016		2015	
	As Reported	Pro Forma	As Reported	Pro Forma
	(In millions, except per share data)			
Operating revenues	**$ 1,539.6**	**$ 1,577.7**	$ 1,329.9	$ 1,465.5
Net income attributable to Equifax	**233.0**	**232.3**	199.3	202.4
Net income per share (basic)	**1.96**	**1.95**	1.67	1.70
Net income per share (diluted)	**1.93**	**1.92**	1.64	1.67

The unaudited pro forma financial information presented in the table above has been adjusted to give effect to adjustments that are (1) directly related to the business combination; (2) factually supportable; and (3) expected to have a continuing impact. These adjustments include, but are not limited to, the application of our accounting policies and depreciation and amortization related to fair value adjustments and intangible assets.

4. GOODWILL AND INTANGIBLE ASSETS

Goodwill. Goodwill represents the cost in excess of the fair value of the net assets acquired in a business combination. Goodwill is tested for impairment at the reporting unit level on an annual basis and on an interim basis if an event occurs or circumstances change that would reduce the fair value of a reporting unit below its carrying value. We perform our annual goodwill impairment tests as of September 30.

In the first quarter of 2016, we acquired Veda, which operates primarily in Australia and New Zealand. We have included Veda's operations within a newly-created Asia Pacific reporting unit within the International segment. Additionally, we moved the TDX Australia and India operations that were included in our Europe reporting unit to the Asia Pacific reporting unit to align with how we manage our business. Our financial results for the three and six months ended June 30, 2016 and 2015, reflect our new organizational structure. Additionally in 2016, we have renamed our Personal Solutions segment Global Consumer Solutions.

To reflect this new organizational structure, we have reallocated goodwill from the Europe reporting unit to the Asia Pacific reporting unit based on the relative fair values of the respective portions of Europe. A change in reporting units requires that goodwill be tested for impairment. During 2016, we performed goodwill impairment tests prior to and following the reallocation of goodwill, which resulted in no impairment.

Changes in the amount of goodwill for the six months endedJune 30, 2016, are as follows:

	U.S. Information Solutions	International	Workforce Solutions	Global Consumer Solutions	Total
			(In millions)		
Balance, December 31, 2015	$ 1,071.3	$ 441.5	$ 907.6	$ 150.6	$ 2,571.0
Acquisitions	—	1,403.4	—	—	1,403.4
Adjustments to initial purchase price allocation	—	0.9	—	—	0.9
Foreign currency translation	—	5.5	—	(9.2)	(3.7)
Balance, June 30, 2016	**$ 1,071.3**	**$ 1,851.3**	**$ 907.6**	**$ 141.4**	**$ 3,971.6**

Indefinite-Lived Intangible Assets. Indefinite-lived intangible assets consist of indefinite-lived reacquired rights representing the value of rights which we had granted to various affiliate credit reporting agencies that were reacquired in the U.S. and Canada. At the time we acquired these agreements, they were considered perpetual in nature under the accounting guidance in place at that time and, therefore, the useful lives are considered indefinite. Indefinite-lived intangible assets are not amortized. We are required to test indefinite-lived intangible assets for impairment annually and whenever events or circumstances indicate that there may be an impairment of the asset value. We perform our annual indefinite-lived intangible asset impairment test as of September 30. The estimated fair value of our indefinite-lived intangible assets exceeded the carrying value as of September 30, 2015. As a result, no impairment was recorded. Our indefinite-lived intangible asset carrying amounts did not change materially during the six months ended June 30, 2016.

Purchased Intangible Assets. Purchased intangible assets represent the estimated acquisition date fair value of acquired intangible assets used in our business. Purchased data files represent the estimated acquisition date fair value of consumer credit files acquired primarily through the purchase of independent credit reporting agencies in the U.S. and Canada and the Veda acquisition. We expense the cost of modifying and updating credit files in the period such costs are incurred. Our reacquired rights represent the value of rights which we had granted to Computer Sciences Corporation that were reacquired in connection with the acquisition of certain assets of CSC Credit Services ("CSC Credit Services Acquisition") in the fourth quarter of 2012. These reacquired rights are being amortized over the remaining term of the affiliation agreement on a straight-line basis until August 1, 2018. We amortize all of our purchased intangible assets on a straight-line basis. For additional information about the useful lives related to our purchased intangible assets, see Note 1 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

Purchased intangible assets at June 30, 2016 and December 31, 2015 consisted of the following:

	June 30, 2016			December 31, 2015		
	Gross	**Accumulated Amortization**	**Net**	**Gross**	**Accumulated Amortization**	**Net**
Definite-lived intangible assets:			*(In millions)*			
Purchased data files	**$ 1,024.6**	**$ (247.5)**	**$ 777.1**	$ 665.9	$ (240.6)	$ 425.3
Acquired software and technology	**150.2**	**(40.6)**	**109.6**	52.4	(35.5)	16.9
Customer relationships	**723.5**	**(260.3)**	**463.2**	565.9	(239.3)	326.6
Reacquired rights	**73.3**	**(46.0)**	**27.3**	73.3	(39.4)	33.9
Proprietary database	**7.4**	**(6.0)**	**1.4**	7.4	(5.8)	1.6
Non-compete agreements	**28.2**	**(20.9)**	**7.3**	25.8	(18.3)	7.5
Trade names and other intangible assets	**57.8**	**(38.8)**	**19.0**	49.1	(33.0)	16.1
Total definite-lived intangible assets	**$ 2,065.0**	**$ (660.1)**	**$ 1,404.9**	$ 1,439.8	$ (611.9)	$ 827.9

Amortization expense from continuing operations related to purchased intangible assets was $47.1 million and $31.2 million during the three months ended June 30, 2016 and 2015, respectively. Amortization expense from continuing operations related to purchased intangible assets was $82.8 million and $62.5 million during the six months ended June 30, 2016 and 2015, respectively.

5. DEBT

Debt outstanding at June 30, 2016 and December 31, 2015 was as follows:

	June 30, 2016	December 31, 2015
	(In millions)	
Commercial paper	**$ 444.8**	$ 47.2
364-Day Revolver	—	—
Notes, 6.30%, due July 2017	**272.5**	272.5
Term Loan, due Nov 2018	**590.0**	—
Notes, 2.30%, due June 2021	**500.0**	—
Notes, 3.30%, due Dec 2022	**500.0**	500.0
Notes, 3.25%, due June 2026	**275.0**	—
Debentures, 6.90%, due July 2028	**125.0**	125.0
Notes, 7.00%, due July 2037	**250.0**	250.0
Other	**2.7**	2.1
Total debt	**2,960.0**	1,196.8
Less short-term debt and current maturities	**(447.5)**	(49.3)
Less unamortized discounts and debt issuance costs	**(13.8)**	(9.1)
Total long-term debt, net	**$ 2,498.7**	$ 1,138.4

Senior Credit Facilities. We are party to a $900.0 million five-year unsecured revolving credit facility (the "Revolver") and the Term Loan, an $800.0 million term loan facility (the Revolver and the Term Loan collectively, the "Senior Credit Facility"), with a group of financial institutions. The Revolver also has an accordion feature that allows us to request an increase in the total commitment to $1.2 billion. Borrowings may be used for general corporate purposes, including working capital, capital expenditures, acquisitions and share repurchase programs. The Revolver and the Term Loan are scheduled to expire in November 2020 and November 2018, respectively. Availability of the Senior Credit Facility for borrowings is reduced by the outstanding face amount of any letters of credit issued under the facility and, pursuant to our existing Board of Directors authorization, by the outstanding principal amount of our commercial paper notes. As of June 30, 2016, there were $0.5 million of letters of credit outstanding. As of June 30, 2016, there were no outstanding borrowings under the Revolver and $454.7 million was available for borrowing.

We were also a party to the 364-Day Revolver, which is an $800.0 million revolving credit facility. On May 16, 2016, we repaid all outstanding borrowings of $475 million and terminated the 364-Day Revolver using a portion of the net proceeds from the issuance of the senior notes discussed below.

Commercial Paper Program. Our $900.0 million commercial paper program has been established through the private placement of commercial paper notes from time-to-time. Maturities of commercial paper can range from overnight to 397 days. The commercial paper program is supported by our Revolver and, pursuant to our existing Board of Directors authorization, the total amount of commercial paper which may be issued is reduced by the amount of any outstanding borrowings under our Revolver. At June 30, 2016, $444.8 million in commercial paper notes was outstanding, all with maturities of less than 90 days.

2.3% and 3.25% Senior Notes. On May 12, 2016, we issued $500.0 million principal amount of 2.3%, five-year senior notes and $275.0 million principal amount of 3.25%, ten-year senior notes in an underwritten public offering. Interest is payable semi-annually in arrears on June 1 and December 1 of each year, beginning on December 1, 2016. The net proceeds of the sale of the notes were used to repay borrowings under our 364-Day Revolver and a portion of the borrowings under our commercial paper program incurred to finance the acquisition of Veda. We must comply with various non-financial covenants, including certain limitations on mortgages, liens and sale-leaseback transactions, as well as mergers and sales of substantially all of our assets. The senior notes are unsecured and rank equally with all of our other unsecured and unsubordinated indebtedness.

For additional information about our debt agreements, see Note 6 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

6. COMMITMENTS AND CONTINGENCIES

Data Processing, Outsourcing Services and Other Agreements. We have separate agreements with IBM, Tata Consultancy Services and others to outsource portions of our computer data processing operations, applications development, business continuity and recovery services, help desk service and desktop support functions, operation of our voice and data networks, maintenance and related functions and to provide certain other administrative and operational services. The agreements expire between 2016 and 2023. The estimated aggregate minimum contractual obligation remaining under these agreements was approximately $55 million as of December 31, 2015, with no future year’s minimum contractual obligation expected to exceed approximately $35 million. Annual payment obligations in regard to these agreements vary due to factors such as the volume of data processed; changes in our servicing needs as a result of new product offerings, acquisitions or divestitures; the introduction of significant new technologies; foreign currency; or the general rate of inflation. In certain circumstances (e.g., a change in control or for our convenience), we may terminate these data processing and outsourcing agreements and, in doing so, certain of these agreements require us to pay significant termination fees.

Guarantees and General Indemnifications. We may issue standby letters of credit and performance bonds in the normal course of business. The aggregate notional amount of all performance bonds and standby letters of credit was not material at June 30, 2016, and all have a remaining maturity of one year or less. We may issue other guarantees in the ordinary course of business. The maximum potential future payments we could be required to make under the guarantees in the ordinary course of business is not material at June 30, 2016. We have agreed to guarantee the liabilities and performance obligations (some of which have limitations) of a certain debt collections and recovery management VIE under its commercial agreements.

We have agreed to standard indemnification clauses in many of our lease agreements for office space, covering such things as tort, environmental and other liabilities that arise out of or relate to our use or occupancy of the leased premises. Certain of our credit agreements include provisions which require us to make payments to preserve an expected economic return to the lenders if that economic return is diminished due to certain changes in law or regulations. In conjunction with certain transactions, such as sales or purchases of operating assets or services in the ordinary course of business, or the disposition of certain assets or businesses, we sometimes provide routine indemnifications, the terms of which range in duration and sometimes are not limited. Additionally, the Company has entered into indemnification agreements with its directors and executive officers to indemnify such individuals to the fullest extent permitted by applicable law against liabilities that arise by reason of their status as directors or officers. The Company maintains directors and officers liability insurance coverage to reduce its exposure to such obligations.

We cannot reasonably estimate our potential future payments under the guarantees and indemnities and related provisions described above because we cannot predict when and under what circumstances these provisions may be triggered. We had no accruals related to guarantees and indemnities on our Consolidated Balance Sheets at June 30, 2016 or December 31, 2015.

Contingencies. We are involved in legal and regulatory matters, government investigations, claims and litigation arising in the ordinary course of business. We periodically assess our exposure related to these matters based on the information which is available. We have recorded accruals in our Consolidated Financial Statements for those matters in which it is probable that we have incurred a loss and the amount of the loss, or range of loss, can be reasonably estimated. These amounts do not have a material impact on our Consolidated Financial Statements, either individually or in the aggregate.

For additional information about these and other commitments and contingencies, see Note 7 of the Notes to Consolidated Financial Statements in our2015 Form 10-K.

7. INCOME TAXES

We are subject to U.S. federal, state and international income taxes. We are generally no longer subject to federal, state, or international income tax examinations by tax authorities for years before 2011 with few exceptions. Due to the potential for resolution of state and foreign examinations, and the expiration of various statutes of limitations, it is reasonably possible that our gross unrecognized tax benefit balance may change within the next twelve months by a range of $0 to $9.1 million.

Effective Tax Rate. Our effective income tax rate was34.0% and 29.0% for the three months ended June 30, 2016 and June 30, 2015, respectively. Our effective income tax rate was 33.8% and 31.7% for the six months ended June 30, 2016 and June 30, 2015, respectively. The 2015 income tax rate was favorably impacted by the enactment of state income tax legislation in the second quarter of 2015.

8. ACCUMULATED OTHER COMPREHENSIVE INCOME

Changes in accumulated other comprehensive income by component, after tax, for the six months endedJune 30, 2016, are as follows:

	Foreign currency	Pension and other postretirement benefit plans	Cash flow hedging transactions	Total
		(In millions)		
Balance, December 31, 2015	$ (237.4)	$ (245.8)	$ (1.6)	$ (484.8)
Other comprehensive income before reclassifications	**31.9**	**—**	**0.6**	**32.5**
Amounts reclassified from accumulated other comprehensive income	**—**	**4.5**	**—**	**4.5**
Net current-period other comprehensive income	**31.9**	**4.5**	**0.6**	**37.0**
Balance, June 30, 2016	**$ (205.5)**	**$ (241.3)**	**$ (1.0)**	**$ (447.8)**

Reclassifications out of accumulated other comprehensive income for the six months ended June 30, 2016, are as follows:

Details about accumulated other comprehensive income components	Amount reclassified from accumulated other comprehensive income	Affected line item in the statement where net income is presented
	(In millions)	
Amortization of pension and other postretirement plan items:		
Prior service cost	$ 0.2	(1)
Recognized actuarial loss	(7.4)	(1)
	(7.2)	Total before tax
	2.7	Tax benefit
	$ (4.5)	Net of tax

(1) These accumulated other comprehensive income components are included in the computation of net periodic pension cost (See Note 9 Benefit Plans for additional details).

Changes in accumulated other comprehensive income related to noncontrolling interests were not material as of June 30, 2016.

9. BENEFIT PLANS

We sponsor defined benefit pension plans and defined contribution plans. For additional information about our benefit plans, see Note 11 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

The following table provides the components of net periodic benefit cost, included in selling, general and administrative expenses in the Consolidated Statements of Income, for the three and six months ended June 30, 2016 and 2015:

	Pension Benefits		Other Benefits	
	Three Months Ended June 30,			
	2016	2015	2016	2015
	(In millions)			
Service cost	**$ 0.9**	$ 1.1	**$ 0.1**	$ 0.1
Interest cost	**8.0**	7.7	**0.2**	0.2
Expected return on plan assets	**(9.6)**	(9.9)	**(0.3)**	(0.4)
Amortization of prior service cost	**0.2**	0.2	**(0.3)**	(0.3)
Recognized actuarial loss	**3.5**	4.0	**0.2**	0.1
Total net periodic benefit cost	**$ 3.0**	$ 3.1	**$ (0.1)**	$ (0.3)

	Pension Benefits		Other Benefits	
	Six months ended June 30,			
	2016	2015	2016	2015
	(In millions)			
Service cost	**$ 1.8**	$ 2.2	**$ 0.2**	$ 0.2
Interest cost	**16.0**	15.4	**0.4**	0.4
Expected return on plan assets	**(19.2)**	(20.0)	**(0.6)**	(0.8)
Amortization of prior service cost	**0.4**	0.4	**(0.6)**	(0.6)
Recognized actuarial loss	**7.0**	8.0	**0.4**	0.2
Total net periodic benefit cost	**$ 6.0**	$ 6.0	**$ (0.2)**	$ (0.6)

10. RESTRUCTURING CHARGES

In the first quarter of 2015, we recorded a $20.7 million restructuring charge ($13.2 million, net of tax) all of which was recorded in selling, general and administrative expenses on our Consolidated Statements of Income. This charge resulted from our continuing efforts to realign our internal resources to support the Company's strategic objectives and increase the integration of our global operations.

The restructuring charge primarily relates to a reduction of headcount of approximately 300 positions resulting in a charge of $16.2 million, which was accrued for under existing severance plans or statutory requirements. The remainder was related to costs associated with real estate exits of $1.2 million and other integration costs of $3.3 million. Generally, severance benefits for our U.S. and international employees are paid in the form of a lump sum cash payment according to the number of weeks of severance benefit provided to the employee. Payments related to the above restructuring charges were substantially completed in the first quarter of 2016.

11. SEGMENT INFORMATION

Organizational Realignment. In the first quarter of 2016, we acquired Veda, which operates primarily in Australia and New Zealand. We have included Veda's operations within a newly-created Asia Pacific reporting unit within the International segment. Additionally, we moved the TDX Australia and India operations that were included in our Europe reporting unit, along with corporate assets including equity method investments in Russia and India, to the Asia Pacific reporting unit to align with how we manage our business. Our financial results for the three and six months ended June 30, 2016 and 2015, reflect our new organizational structure. Additionally in 2016, we have renamed our Personal Solutions segment Global Consumer Solutions.

Reportable Segments. We manage our business and report our financial results through the following four reportable segments, which are the same as our operating segments:

- U.S. Information Solutions ("USIS")
- International
- Workforce Solutions
- Global Consumer Solutions

The accounting policies of the reportable segments are the same as those described in our summary of significant accounting policies in Note 1 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K. We evaluate the performance of these reportable segments based on their operating revenues, operating income and operating margins, excluding unusual or infrequent items, if any. Inter-segment sales and transfers are not material for all periods presented. The measurement criteria for segment profit or loss and segment assets are substantially the same for each reportable segment. All transactions between segments are accounted for at fair market value or cost depending on the nature of the transaction, and no timing differences occur between segments.

A summary of segment products and services is as follows:

U.S. Information Solutions. This segment includes consumer and commercial information services (such as credit information and credit scoring, credit modeling services and portfolio analytics (decisioning tools), which are derived from our databases of business credit and financial information, locate services, fraud detection and prevention services, identity verification services and other consulting services); mortgage loan origination information; financial marketing services; and identity management.

International. This segment includes information services products, which includes consumer and commercial services (such as credit and financial information, credit scoring and credit modeling services), credit and other marketing products and services. In Europe, Asia Pacific and Latin America, we also provide information, technology and services to support debt collections and recovery management.

Workforce Solutions. This segment includes employment, income and social security number verification services as well as complementary payroll-based transaction services and employment tax management services.

Global Consumer Solutions. This segment includes credit information, credit monitoring and identity theft protection products sold directly and indirectly to consumers via the internet and in various hard-copy formats in the U.S., Canada, and the U.K.

Operating revenue and operating income by operating segment during the three and six months ended June 30, 2016 and 2015 are as follows:

(In millions)	Three Months Ended June 30,		Six Months Ended June 30,	
Operating revenue:	**2016**	**2015**	**2016**	**2015**
U.S. Information Solutions	**$ 307.9**	$ 298.2	**$ 602.8**	$ 582.7
International	**218.8**	145.1	**376.9**	280.5
Workforce Solutions	**177.3**	146.3	**357.4**	295.0
Global Consumer Solutions	**107.3**	88.5	**202.5**	171.7
Total operating revenue	**$ 811.3**	$ 678.1	**$ 1,539.6**	$ 1,329.9

(In millions)	Three Months Ended June 30,		Six Months Ended June 30,	
Operating income:	**2016**	**2015**	**2016**	**2015**
U.S. Information Solutions	**$ 134.0**	$ 128.0	**$ 256.8**	$ 251.1
International	**33.7**	28.5	**53.0**	55.6
Workforce Solutions	**78.3**	56.0	**156.9**	116.0
Global Consumer Solutions	**25.8**	24.5	**52.8**	46.9
General Corporate Expense	**(46.1)**	(48.5)	**(117.6)**	(126.9)
Total operating income	**$ 225.7**	$ 188.5	**$ 401.9**	$ 342.7

Total assets by operating segment at June 30, 2016 and December 31, 2015 are as follows:

(In millions)	June 30, 2016	December 31, 2015
Total assets:		
U.S. Information Solutions	**$ 1,846.0**	$ 1,869.6
International	**2,958.8**	844.5
Workforce Solutions	**1,275.0**	1,268.5
Global Consumer Solutions	**196.8**	197.9
General Corporate	**364.2**	321.0
Total assets	**$ 6,640.8**	$ 4,501.5

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

As used herein, the terms Equifax, the Company, we, our and us refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

All references to earnings per share data in Management's Discussion and Analysis, or MD&A, are to diluted earnings per share, or EPS, unless otherwise noted. Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding.

BUSINESS OVERVIEW

We are a leading global provider of information solutions, employment and income verifications and human resources business process outsourcing services. We leverage some of the largest sources of consumer and commercial data, along with advanced analytics and proprietary technology, to create customized insights which enable our business customers to grow faster, more efficiently and more profitably, and to inform and empower consumers.

Businesses rely on us for consumer and business credit intelligence, credit portfolio management, fraud detection, decisioning technology, marketing tools, and human resources-related services. We also offer a portfolio of products that enable individual consumers to manage their financial affairs and protect their identity. Our revenue stream is diversified among businesses across a wide range of industries, international geographies and individual consumers.

On February 24, 2016, we completed the acquisition of Veda for cash consideration of approximately $1.7 billion (2.4 billion Australian dollars) and debt assumed of approximately $189.5 million (261.9 million Australian dollars). We financed the cash portion of the purchase price through a combination of new debt, including the Term Loan, the 364-Day Revolver, and commercial paper. Refer to Note 5 for further information on debt.

Segment and Geographic Information

Segments. The USIS segment, the largest of our four segments, consists of three service lines: Online Information Solutions; Mortgage Solutions; and Financial Marketing Services. Online Information Solutions and Mortgage Solutions revenue is principally transaction-based and is derived from our sales of products such as consumer and commercial credit reporting and scoring, identity management, fraud detection and modeling services. USIS also markets certain decisioning software services, which facilitate and automate a variety of consumer and commercial credit-oriented decisions. Financial Marketing Services revenue is principally project and subscription based and is derived from our sales of batch credit and consumer wealth information such as those that assist clients in acquiring new customers, cross selling to existing customers and managing portfolio risk.

The International segment consists of Canada, Europe, Asia Pacific and Latin America. Following the acquisition of Veda, we have created an Asia Pacific reporting unit which consists mainly of our Australia and New Zealand operations. Canada's services are similar to our USIS offerings, while Europe, Asia Pacific and Latin America are made up of varying mixes of service lines that are in our USIS reportable segment. In Europe, Asia Pacific and Latin America, we also provide information and technology services to support lenders and other creditors in the collections and recovery management process.

The Workforce Solutions segment consists of the Verification Services and Employer Services business lines. Verification Services revenue is transaction-based and is derived primarily from employment and income verification. Employer Services revenues are derived from our provision of certain human resources business process outsourcing services that include both transaction and subscription based product offerings. These services include unemployment claims management, employment-based tax credit services and other complementary employment-based transaction services.

Global Consumer Solutions revenue is both transaction and subscription based and is derived from the sale of credit monitoring and identity theft protection products, which we deliver electronically to consumers primarily via the internet in the U.S., Canada, and the U.K. We reach consumers directly and indirectly through partners. We also sell consumer and credit information to resellers who combine our information with other information to provide direct to consumer monitoring, reports and scores.

Geographic Information. We currently have significant operations in the following countries: Argentina, Australia, Canada, Chile, Costa Rica, Ecuador, El Salvador, Honduras, India, Mexico, New Zealand, Paraguay, Peru, Portugal, the Republic of Ireland, Spain, the U.K., Uruguay and the U.S. We also offer Equifax branded credit services in India and Russia through joint ventures, we have investments in consumer and/or commercial credit information companies through joint ventures in Cambodia, Malaysia and Singapore, and have an investment in a consumer and commercial credit information company in Brazil.

Key Performance Indicators. Management focuses on a variety of key indicators to monitor operating and financial performance. These performance indicators include operating revenue, change in operating revenue, operating income, operating margin, net income attributable to Equifax, diluted earnings per share, cash provided by operating activities and capital expenditures. The key performance indicators for the three and six months ended June 30, 2016 and 2015 were as follows:

	Key Performance Indicators			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	**2015**	**2016**	**2015**
	(In millions, except per share data)		*(In millions, except per share data)*	
Operating revenue	**$ 811.3**	$ 678.1	**$ 1,539.6**	$ 1,329.9
Operating revenue change	**20%**	10%	**16%**	11%
Operating income	**$ 225.7**	$ 188.5	**$ 401.9**	$ 342.7
Operating margin	**27.8%**	27.8%	**26.1%**	25.8%
Net income attributable to Equifax	**$ 130.9**	$ 111.0	**$ 233.0**	$ 199.3
Diluted earnings per share from continuing operations	**$ 1.08**	$ 0.92	**$ 1.93**	$ 1.64
Cash provided by operating activities	**$ 189.2**	$ 186.7	**$ 279.5**	$ 289.6
Capital expenditures	**$ (42.6)**	$ (33.6)	**$ (82.8)**	$ (55.2)

Operational and Financial Highlights

- We did not repurchase shares of our common stock during the first half of 2016. At June 30, 2016, $667.2 million was available for future purchases of common stock under our share repurchase authorization.

- We paid out $78.6 million or $0.66 per share in dividends to our shareholders during the first half of 2016.

Business Environment and Company Outlook

Demand for our services tends to be correlated to general levels of economic activity and to consumer credit activity, both enhanced by our own initiatives to expand our products and markets served, and to small commercial credit and marketing activity. In 2016, in the United States, we expect modest growth in overall economic activity and consumer credit for the remainder of the year. Mortgage market origination activity is now expected to be flat to up mid-single digits for the full year. Internationally, the environment continues to be challenging as various countries address their particular political, fiscal and economic issues. In addition, current foreign exchange rates, compared to the prior year, will negatively impact growth in revenue and profit when reported in U.S. dollars.

Over the long term, we expect that our ongoing investments in new product innovation, business execution, enterprise growth initiatives, technology infrastructure, and continuous process improvement will enable us to deliver long-term average organic revenue growth ranging between 6% and 8% with additional growth of 1% to 2% derived from strategic acquisitions consistent with our long term business strategy. We also expect to grow earnings per share at a somewhat faster rate than revenue over time as a result of both operating and financial leverage.

RESULTS OF OPERATIONS—THREE AND SIX MONTHS ENDEDJUNE 30, 2016 AND 2015

Consolidated Financial Results

Operating Revenue

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
Consolidated Operating Revenue	**2016**	**2015**	**$**	**%**	**2016**	**2015**	**$**	**%**
	(In millions)				*(In millions)*			
U.S. Information Solutions	**$ 307.9**	$ 298.2	**$ 9.7**	**3%**	**$ 602.8**	$ 582.7	**$ 20.1**	**3%**
International	**218.8**	145.1	**73.7**	**51%**	**376.9**	280.5	**96.4**	**34%**
Workforce Solutions	**177.3**	146.3	**31.0**	**21%**	**357.4**	295.0	**62.4**	**21%**
Global Consumer Solutions	**107.3**	88.5	**18.8**	**21%**	**202.5**	171.7	**30.8**	**18%**
Consolidated operating revenue	**$ 811.3**	$ 678.1	**$ 133.2**	**20%**	**$ 1,539.6**	$ 1,329.9	**$ 209.7**	**16%**

Revenue increased by $133.2 million or 20% and $209.7 million or 16% in the second quarter and first six months of 2016, respectively, compared to the same period in 2015. The growth was driven by broad-based organic growth due to revenue increases in mortgage, direct to consumer reseller, healthcare and government verticals as well as the Veda acquisition. Total revenue was negatively impacted by foreign exchange rates, which reduced revenue, on a constant currency basis, by $16.9 million or 2% and $35.9 million or 2% when compared to the second quarter and the first six months of 2015, respectively.

Operating Expenses

	Three Months Ended June 30,		Change		Six Months Ended June 30,		Change	
Consolidated Operating Expenses	**2016**	**2015**	**$**	**%**	**2016**	**2015**	**$**	**%**
	(In millions)				*(In millions)*			
Consolidated cost of services	**$ 285.8**	$ 220.8	**$ 65.0**	**29%**	**$ 539.1**	$ 435.9	**$ 103.2**	**24%**
Consolidated selling, general and administrative expenses	**231.6**	218.7	**12.9**	**6%**	**474.8**	451.6	**23.2**	**5%**
Consolidated depreciation and amortization expense	**68.2**	50.1	**18.1**	**36%**	**123.8**	99.7	**24.1**	**24%**
Consolidated operating expenses	**$ 585.6**	$ 489.6	**$ 96.0**	**20%**	**$ 1,137.7**	$ 987.2	**$ 150.5**	**15%**

Cost of services increased $65.0 million and $103.2 million in the second quarter and first six months of 2016, respectively, as compared to the same periods in 2015. The increase was due to increased production costs driven by higher revenues including the Veda acquisition, as well as increases in people costs. The impact of changes in foreign exchange rates reduced cost of services, on a constant currency basis, by $5.0 million and $10.4 million in the second quarter and first six months of 2016, respectively.

Selling, general and administrative expense increased $12.9 million and $23.2 million in the second quarter and first six months of 2016, respectively, as compared to the same periods in 2015. The increase was due to Veda selling, general and administrative expense and transaction costs. Additionally, there was an increase in people costs, offset by the first quarter 2015 expense for the realignment of internal resources, that did not recur in 2016. The impact of changes in foreign currency exchange rates reduced our selling, general and administrative expenses, on a constant currency basis, by $5.2 million and $11.2 million in the second quarter and first six months of 2016, respectively.

Depreciation and amortization expense for the second quarter and first six months of 2016 increased by $18.1 million and $24.1 million, respectively, compared to the same periods in 2015, primarily due to the Veda acquisition.

Operating Income and Operating Margin

Consolidated Operating Income	Three Months Ended June 30, 2016	2015	Change $	%		Six Months Ended June 30, 2016	2015	Change $	%	
	(In millions)					*(In millions)*				
Consolidated operating revenue	**$ 811.3**	$ 678.1	**$ 133.2**	**20%**		**$ 1,539.6**	$ 1,329.9	**$ 209.7**	**16%**	
Consolidated operating expenses	**585.6**	489.6	**96.0**	**20%**		**1,137.7**	987.2	**150.5**	**15%**	
Consolidated operating income	**$ 225.7**	$ 188.5	**$ 37.2**	**20%**		**$ 401.9**	$ 342.7	**$ 59.2**	**17%**	
Consolidated operating margin	**27.8%**	27.8%		**—**	**% pts**	**26.1%**	25.8%		**0.3**	**% pts**

Total company operating margin was flat in the second quarter andincreased in the first six months of 2016 due to increased margins in our Workforce Solutions business and lower corporate expenses, partially offset by the increase in the amortization of intangibles from the Veda acquisition.

Interest Expense and Other Expense, net

Consolidated Interest Expense and Other Expense, net	Three Months Ended June 30, 2016	2015	Change $	%	Six Months Ended June 30, 2016	2015	Change $	%
	(In millions)				*(In millions)*			
Consolidated interest expense	**$ (23.6)**	$ (16.2)	**$ (7.4)**	**46 %**	**$ (43.7)**	$ (32.3)	**$ (11.4)**	**35 %**
Consolidated other expense, net	**(0.8)**	(13.9)	**13.1**	**(94)%**	**(2.9)**	(14.4)	**11.5**	**(80)%**
Average cost of debt	**3.1%**	4.3%			**3.5%**	4.3%		
Total consolidated debt, net, at quarter end	**$ 2,946.2**	$ 1,480.9	**$ 1,465.3**	**99 %**	**$ 2,946.2**	$ 1,480.9	**$ 1,465.3**	**99 %**

Interest expense increased for the second quarter and first six months of 2016 when compared to the same periods in 2015, due to an overall increase in our consolidated debt outstanding as of June 30, 2016 incurred to finance the Veda acquisition. Our average cost of debt decreased for the second quarter and first six months of 2016, compared to the prior year periods, due to the higher balance of low rate commercial paper outstanding and lower long-term rates related to the issuance of 2.3% and 3.25% Senior Notes.

Other expense, net, for the second quarter of 2016,declined as compared to the prior year period, due primarily to the second quarter2015 impairment of our cost method investment in Brazil which did not recur in 2016. For the first six months of 2016, foreign exchange losses related to the Veda acquisition partially offset the decline in other expense, net as compared to the prior year period.

Income Taxes

Consolidated Provision for Income Taxes	Three Months Ended June 30, 2016	2015	Change $	%	Six Months Ended June 30, 2016	2015	Change $	%
	(In millions)				*(In millions)*			
Consolidated provision for income taxes	**$ (68.3)**	$ (45.9)	**$ (22.4)**	**49%**	**$ (119.9)**	$ (93.9)	**$ (26.0)**	**28%**
Effective income tax rate	**34.0%**	29.0%			**33.8%**	31.7%		

Our effective income tax rate was34.0% for the second quarter of2016, up from 29.0% for the second quarter of 2015.The effective income tax rate was33.8% for the six months ended June 30, 2016, as compared to 31.7% for the same period in 2015.The 2015 income tax rate benefited from a change in state tax law resulting in an $8.6 million benefit recorded in the second quarter of 2015.

Net Income

Consolidated Net Income	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %
	(In millions, except per share amounts)				*(In millions, except per share amounts)*			
Consolidated operating income	**$ 225.7**	$ 188.5	**$ 37.2**	**20 %**	**$ 401.9**	$ 342.7	**$ 59.2**	**17 %**
Consolidated other expense, net	**(24.4)**	(30.1)	**5.7**	**(19)%**	**(46.6)**	(46.7)	**0.1**	**— %**
Consolidated provision for income taxes	**(68.3)**	(45.9)	**(22.4)**	**49 %**	**(119.9)**	(93.9)	**(26.0)**	**28 %**
Consolidated net income	**133.0**	112.5	**20.5**	**18 %**	**235.4**	202.1	**33.3**	**16 %**
Net income attributable to noncontrolling interests	**(2.1)**	(1.5)	**(0.6)**	**40 %**	**(2.4)**	(2.8)	**0.4**	**(14)%**
Net income attributable to Equifax	**$ 130.9**	$ 111.0	**$ 19.9**	**18 %**	**$ 233.0**	$ 199.3	**$ 33.7**	**17 %**
Diluted earnings per common share:								
Net income attributable to Equifax	**$ 1.08**	$ 0.92	**$ 0.16**	**17 %**	**$ 1.93**	$ 1.64	**$ 0.29**	**18 %**
Weighted-average shares used in computing diluted earnings per share	**121.1**	120.9			**120.9**	121.3		

Consolidated net income increased by $20.5 million or 18% and $33.3 million or 16% in the second quarter and first six months of 2016, respectively, due to increased operating income in our Workforce Solutions and Global Consumer Solutions businesses. This operating income increase was partially offset by increases in operating expense due to the Veda transaction and integration costs as well as foreign exchange losses recorded in other expense, net, also related to the Veda acquisition. The comparison also benefited from the first quarter 2015 realignment of internal resources charge and the second quarter 2015 impairment of our cost method investment in Brazil, that did not recur in 2016.

Segment Financial Results

USIS

U.S. Information Solutions	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %
	(In millions)				*(In millions)*			
Operating revenue:								
Online Information Solutions	**$ 220.0**	$ 215.9	**$ 4.1**	**2%**	**$ 438.1**	$ 424.2	**$ 13.9**	**3 %**
Mortgage Solutions	**35.0**	33.1	**1.9**	**6%**	**66.6**	64.4	**2.2**	**3 %**
Financial Marketing Services	**52.9**	49.2	**3.7**	**7%**	**98.1**	94.1	**4.0**	**4 %**
Total operating revenue	**$ 307.9**	$ 298.2	**$ 9.7**	**3%**	**$ 602.8**	$ 582.7	**$ 20.1**	**3 %**
% of consolidated revenue	**38%**	43%			**39%**	44%		
Total operating income	**$ 134.0**	$ 128.0	**$ 6.0**	**5%**	**$ 256.8**	$ 251.1	**$ 5.7**	**2 %**
Operating margin	**43.5%**	42.9%		**0.6 %pts**	**42.6%**	43.1%		**(0.5) % pts**

USIS revenue increased 3% in the second quarter and first six months of 2016 as compared to the prior year periods, driven by growth across our core credit decision services, commercial business, identity and fraud solutions, core mortgage and marketing services businesses.

Online Information Solutions

Revenue for the second quarter and first six months of 2016increased 2% and 3%, respectively, when compared to the prior year periods, driven by growth in our core credit decisioning, commercial and identity and fraud solutions businesses.

Mortgage Solutions

Revenue increased by 6% and 3% for the second quarter and first six months of2016, respectively, when compared to the prior year periods, primarily driven by growth in core mortgage.

Financial Marketing Services

Revenue increased 7% and 4% for the second quarter and first six months of 2016, respectively, as compared to the prior year periods due to increases in the core credit marketing and other marketing solutions.

USIS Operating Margin

USIS operating margin increased from 42.9% in the second quarter of 2015 to 43.5% in the second quarter of 2016 due to changes in product mix and decreased from 43.1% in the first six months of 2015 to 42.6% in the first six months of 2016 due to increases in people and litigation costs.

International

International	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %
	(In millions)				*(In millions)*			
Operating revenue:								
Europe	**$ 67.3**	$ 60.1	**$ 7.2**	**12 %**	**$ 127.9**	$ 115.2	**$ 12.7**	**11 %**
Latin America	**46.9**	50.9	**(4.0)**	**(8)%**	**89.4**	98.4	**(9.0)**	**(9)%**
Asia Pacific	**72.3**	1.9	**70.4**	**nm**	**99.9**	4.2	**95.7**	**nm**
Canada	**32.3**	32.2	**0.1**	**— %**	**59.7**	62.7	**(3.0)**	**(5)%**
Total operating revenue	**$ 218.8**	$ 145.1	**$ 73.7**	**51 %**	**$ 376.9**	$ 280.5	**$ 96.4**	**34 %**
% of consolidated revenue	**27%**	21%			**24%**	21%		
Total operating income	**$ 33.7**	$ 28.5	**$ 5.2**	**18 %**	**$ 53.0**	$ 55.6	**$ (2.6)**	**(5)%**
Operating margin	**15.4%**	19.7%		**(4.3) %pts**	**14.1%**	19.8%		**(5.7) % pts**

nm - not meaningful.

International revenue increased 51% and 34% in the second quarter and first six months of 2016, respectively, as compared to prior year. Revenue growth for the second quarter and six month periods, excluding Veda, was 2% and flat, respectively. Local currency revenue grew 62% and 47% in the second quarter and six month periods, respectively, primarily driven by the Veda acquisition, as well as strong growth in Europe and Latin America, compared to prior year. Local currency fluctuations against the U.S. dollar negatively impacted revenue by $16.0 million and $34.1 million in the second quarter and first six months of 2016, respectively.Local currency growth for the second quarter and first six months of 2016, excluding Veda, was 13% and 12%, respectively.

Europe

On a local currency basis, revenue increased18% and 17% in the second quarter and first six months of 2016, respectively, primarily due to growth in the U.K. debt management services segment. Local currency fluctuations against the U.S. dollar negatively impacted revenue by $3.4 million, or 6%, and $6.4 million, or 6%, for the second quarter and first six months of 2016, respectively. Reported revenue increased 12% and 11% in the second quarter and first six months of 2016, respectively.

Latin America

On a local currency basis, revenue increased14% in both the second quarter and first six months of 2016, driven by core organic growth primarily in Argentina and Chile. Local currency fluctuations against the U.S. dollar negatively impacted revenue by $11.0 million, or 22%, and $23.2 million, or 24%, in the second quarter and first six months of 2016, respectively, most notably due to depreciation in the foreign exchange rate of the Argentine peso and the Chilean peso. Reported revenue decreased by 8% and 9% in the second quarter and first six months of 2016, respectively.

Asia Pacific

Revenue growth of $70.4 million and $95.7 million for the second quarter and first six months of 2016, respectively, as compared to the prior year periods, was driven by the Veda acquisition.

Canada

On a local currency basis, revenue increased 5% and 3% in the second quarter and first six months of 2016, respectively compared to the prior year due to core organic growth. Local currency fluctuations against the U.S. dollar negatively impacted revenue by $1.6 million, or 5%, and $4.5 million, or 7%, in the second quarter and first six months of 2016, respectively. Reported revenue was flat in the second quarter of 2016 and decreased by 5% in the first six months of 2016.

International Operating Margin

Operating margin decreased in the second quarter and first six months of 2016. The decline was driven by the increased purchased intangibles amortization, Veda integration costs and people costs.

Workforce Solutions

Workforce Solutions	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %		Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %	
	(In millions)					(In millions)				
Operating revenue:										
Verification Services	**$ 109.9**	$ 94.0	**$ 15.9**	**17%**		**$ 209.1**	$ 179.8	**$ 29.3**	**16%**	
Employer Services	**67.4**	52.3	**15.1**	**29%**		**148.3**	115.2	**33.1**	**29%**	
Total operating revenue	**$ 177.3**	$ 146.3	**$ 31.0**	**21%**		**$ 357.4**	$ 295.0	**$ 62.4**	**21%**	
% of consolidated revenue	**22%**	22%				**23%**	22%			
Total operating income	**$ 78.3**	$ 56.0	**$ 22.3**	**40%**		**$ 156.9**	$ 116.0	**$ 40.9**	**35%**	
Operating margin	**44.2%**	38.3%		**5.9**	**% pts**	**43.9%**	39.3%		**4.6**	**%pts**

Verification Services

Revenue increased 17% and 16% in the second quarter and first six months of 2016, respectively, compared to prior year, due to strong growth in mortgage, government, pre-employment screening and auto verticals, and continued addition of new records to The Work Number database.

Employer Services

Revenue increased 29% in both the second quarter and first six months of 2016, compared to prior year due to growth in our workforce analytics business.

Workforce Solutions Operating Margin

Operating margin increased from 38.3% for the second quarter of 2015 to 44.2% for the second quarter of 2016 and increased from 39.3% in the first six months of 2015 to 43.9% in the first six months of 2016. Margin expansion was driven by strong revenue growth over the second quarter and first six months of 2016.

Global Consumer Solutions

Global Consumer Solutions	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %		Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %	
	(In millions)					(In millions)				
Total operating revenue	**$ 107.3**	$ 88.5	**$ 18.8**	**21 %**		**$ 202.5**	$ 171.7	**$ 30.8**	**18 %**	
% of consolidated revenue	**13%**	13%				**13%**	13%			
Total operating income	**$ 25.8**	$ 24.5	**$ 1.3**	**5 %**		**$ 52.8**	$ 46.9	**$ 5.9**	**13 %**	
Operating margin	**24.0%**	27.8%		**(3.8)**	**%pts**	**26.1%**	27.4%		**(1.3)**	**%pts**

Revenue increased 21% and 18% for the second quarter and first six months of 2016, respectively, as compared to prior year. Local currency revenue grew 22% and 19% in the second quarter and first six months of 2016, respectively, principally due to the growth of the direct to consumer reseller business and to a lesser extent consumer direct revenue in the U.S. and internationally. Local currency fluctuations against the U.S. dollar negatively impacted revenue by $0.9 million, or 1%, and $1.8 million, or 1%, for the second quarter and first six months of 2016, respectively. Operating margin decreased from 27.8% in the second quarter of 2015 to 24.0% in the second quarter of 2016 and decreased from 27.4% in the first six months of 2015 to 26.1% in the first six months of 2016, due to changes in product mix and increases in people and partner implementation costs.

General Corporate Expense

General Corporate Expense	Three Months Ended June 30, 2016	Three Months Ended June 30, 2015	Change $	Change %	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change $	Change %
	(In millions)				*(In millions)*			
General corporate expense	**$ 46.1**	$ 48.5	**$ (2.4)**	**(5)%**	**$ 117.6**	$ 126.9	**$ (9.3)**	**(7)%**

Our general corporate expenses are unallocated costs that are incurred at the corporate level and include those expenses impacted by corporate direction, including shared services, technology, administrative, legal, restructuring, and the portion of management incentive compensation determined by total company-wide performance. General corporate expense decreased $2.4 million and $9.3 million in the second quarter and first six months of 2016, respectively, due to the 2015 expenses related to the realignment of internal resources that did not recur in the first quarter of 2016, partially offset by the Veda transaction costs and integration costs as well as other increases in people costs.

LIQUIDITY AND FINANCIAL CONDITION

Management assesses liquidity in terms of our ability to generate cash to fund operating, investing and financing activities. We continue to generate substantial cash from operating activities and remain in a strong financial position, with resources available for reinvestment in existing businesses, strategic acquisitions and managing our capital structure to meet short- and long-term objectives.

Sources and Uses of Cash

Funds generated by operating activities and our credit facilities continue to be our most significant sources of liquidity. We expect that funds generated from results of operations will be sufficient to finance our anticipated working capital and other cash requirements (such as capital expenditures, interest payments, potential pension funding contributions, acquisition and integration costs, and dividend payments) for the foreseeable future. If borrowings were needed, we would expect to borrow in the commercial paper or corporate bond markets; or in the event that credit market conditions were to deteriorate, we would rely more heavily on borrowings from the Credit Facilities as described below. At June 30, 2016, $454.7 million was available to borrow under our Revolver. Our Credit Facilities do not include a provision under which lenders could refuse to allow us to borrow under these facilities in the event of a material adverse change in our financial condition, as long as we are in compliance with the covenants contained in the credit agreements.

The following table summarizes our cash flows for the six months ended June 30, 2016 and 2015:

Net cash provided by (used in):	Six Months Ended June 30, 2016	Six Months Ended June 30, 2015	Change 2016 vs. 2015
		(In millions)	
Operating activities	**$ 279.5**	$ 289.6	**$ (10.1)**
Investing activities	**$ (1,821.4)**	$ (59.7)	**$ (1,761.7)**
Financing activities	**$ 1,518.2**	$ (268.1)	**$ 1,786.3**

Operating Activities

Cash provided by operating activities in the six months ended June 30, 2016 decreased by $10.1 million over the prior year, due to an increase in working capital mostly driven by an increase in accounts receivable, a decrease in current liabilities, excluding debt, and partially offset by an increase in net income.

Fund Transfer Limitations. The ability of certain of our subsidiaries and associated companies to transfer funds to U.S. is limited, in some cases, by certain restrictions imposed by foreign governments. These restrictions do not, individually or in the aggregate, materially limit our ability to service our indebtedness, meet our current obligations or pay dividends. As of June 30, 2016, we held $80.9 million of cash in our foreign subsidiaries.

Investing Activities

Capital Expenditures

	Six Months Ended June 30,		Change
Net cash used in:	**2016**	**2015**	**2016 vs. 2015**
		(In millions)	
Capital expenditures	**$ (82.8)**	$ (55.2)	**$ (27.6)**

Our capital expenditures are used for developing, enhancing and deploying new and existing software in support of our expanding product set, replacing or adding facilities and equipment, updating systems for regulatory compliance, the licensing of software applications and investing in system reliability, security and disaster recovery enhancements. Capital expenditures in the first six months of 2016 increased by $27.6 million from the same period in 2015 as we are continuing to invest in new services and technology infrastructure.

Acquisitions, Divestitures and Investments

	Six Months Ended June 30,		Change
Net cash used in:	**2016**	**2015**	**2016 vs. 2015**
		(In millions)	
Acquisitions, net of cash acquired	**$ (1,727.8)**	$ (4.4)	**$ (1,723.4)**
Economic hedges	**$ (10.8)**	$ —	**$ (10.8)**
Investment in unconsolidated affiliates, net	**$ —**	$ (0.1)	**$ 0.1**

During the first quarter of 2016, the Company completed the acquisition of 100% of the ordinary voting shares of Veda for cash consideration of approximately $1.7 billion.

During the first quarter of 2015, we acquired a 75% equity interest investment in a debt collections and recovery management venture in the U.K.

During the first quarter of 2016, we closed out all of the foreign currency options on the respective settlement dates for a net cash payment of $10.8 million.

We did not make significant investments in unconsolidated affiliates during the first six months of 2016 and 2015.

Financing Activities

Borrowings and Credit Facility Availability

	Six Months Ended June 30,		Change
Net cash provided by (used in):	**2016**	**2015**	**2016 vs. 2015**
		(In millions)	
Net short-term borrowings (repayments)	**$ 207.5**	$ (45.2)	**$ 252.7**
Payments on long-term debt	**$ (210.0)**	$ —	**$ (210.0)**
Borrowings on long-term debt	**$ 1,574.7**	$ —	**$ 1,574.7**
Debt issuance costs	**$ (5.5)**	$ —	**$ (5.5)**

Credit Facility Availability

Our principal unsecured revolving credit facility with a group of banks, which we refer to as the Revolver, permits us to borrow up to $900.0 million through November 2020. The Revolver may be used for general corporate purposes. Availability of the Revolver for borrowings is reduced by the outstanding face amount of any letters of credit issued under the facility and, pursuant to our existing Board of Directors authorization, by the outstanding principal amount of our commercial paper (CP) notes.

Our $900.0 million CP program has been established to allow for borrowing through the private placement of CP with maturities ranging from overnight to 397 days. We may use the proceeds of CP for general corporate purposes. The CP program is supported by our Revolver and, pursuant to our existing Board of Directors authorization, the total amount of CP which may be issued is reduced by the amount of any outstanding borrowings under our Revolver.

At June 30, 2016, $444.8 million was outstanding under our CP program. At June 30, 2016, a total of $454.7 million was available under our Revolver.

At June 30, 2016, 65% of our debt was fixed-rate debt and 35% was effectively variable-rate debt. Our variable-rate debt consists of our commercial paper, which is generally issued for terms of 1 to 90 days. At June 30, 2016, the interest rates on our variable-rate debt ranged from 0.73% to 1.57%.

Borrowing and Repayment Activity

Net short-term borrowings (repayments) primarily represent activity under our CP program and borrowings under the 364-Day Revolver. We primarily borrow under our CP program, as needed and availability allows.

The increase in net short-term borrowings (repayments) primarily reflects the net activity of CP notes in the first six months of 2016, as well as the draw down on the 364-Day Revolver during the first quarter of 2016 and the pay off of the Veda assumed debt in the first quarter and the 364-Day Revolver during the second quarter of 2016. The net borrowings in the first six months of 2015 represents the borrowings of the CP notes.

On May 12, 2016, we issued $500.0 million principal amount of 2.3%, five-year senior notes and $275.0 million principal amount of 3.25%, ten-year senior notes in an underwritten public offering. Interest is payable semi-annually in arrears on June 1 and December 1 of each year, beginning on December 1, 2016. The net proceeds of the sale of the notes were used to repay borrowings under our 364-Day Revolver and a portion of the borrowings under our commercial paper program incurred to finance the acquisition of Veda. We must comply with various non-financial covenants, including certain limitations on mortgages, liens and sale-leaseback transactions, as well as mergers and sales of substantially all of our assets. The senior notes are unsecured and rank equally with all of our other unsecured and unsubordinated indebtedness.

Payments on long-term debt reflect $10 million and $200 million payments made in the first and second quarter of 2016, respectively, on our Term Loan Facility. Borrowings on long-term debt reflect $800 million draw down in the first quarter of 2016 on our Term Loan Facility and the issuance of $500 million of senior notes due 2021 and $275 million of senior notes due 2026 during the second quarter of 2016, as discussed above.

Debt Covenants. A downgrade in our credit ratings would increase the cost of borrowings under our CP program and credit facilities, and could limit or, in the case of a significant downgrade, preclude our ability to issue CP. Our outstanding indentures and comparable instruments also contain customary covenants including, for example, limits on the incurrence of secured debt and sale/leaseback transactions. In addition, the Credit Facilities limit the amount of subsidiary debt and the amount of debt secured by liens, and require us to maintain a maximum leverage ratio of not more than 3.5 to 1.0. As permitted under the terms of the Credit Facilities, we made the election to increase the covenant to 4.0 to 1.0, effective for four consecutive quarters, beginning with the first quarter of 2016 and continuing through the fourth quarter of 2016. None of these covenants are considered restrictive to our operations and, as of June 30, 2016, we were in compliance with all of our debt covenants.

We do not have any credit rating triggers that would accelerate the maturity of a material amount of our outstanding debt; however, our 6.3% Senior Notes due 2017, 2.3% Senior Notes due 2021, 3.3% Senior Notes due 2022, 3.25% Senior Notes due 2026 and 7.0% Senior Notes due 2037 (together, the “Senior Notes”) contain change of control provisions. If we experience a change of control or publicly announce our intention to effect a change of control and the rating on the Senior Notes is lowered by each of Standard & Poor’s, or S&P, and Moody’s Investors Service, or Moody’s, below an investment grade rating within 60 days of such change of control or notice thereof, we will be required to offer to repurchase the Senior Notes at a price equal to 101% of the aggregate principal amount of the Senior Notes plus accrued and unpaid interest.

For additional information about our debt, including the terms of our financing arrangements, basis for variable interest rates and debt covenants, see Note 6 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

Equity Transactions

	Six Months Ended June 30,		Change
Net cash provided by (used in):	**2016**	**2015**	**2016 vs. 2015**
		(In millions)	
Treasury stock repurchases	**$ —**	$ (182.2)	**$ 182.2**
Dividends paid to Equifax shareholders	**$ (78.6)**	$ (69.0)	**$ (9.6)**
Dividends paid to noncontrolling interests	**$ (5.6)**	$ (6.0)	**$ 0.4**
Proceeds from exercise of stock options	**$ 15.7**	$ 17.2	**$ (1.5)**
Excess tax benefits from stock-based compensation plans	**$ 20.0**	$ 17.1	**$ 2.9**

Sources and uses of cash related to equity during the six months ended June 30, 2016 and 2015 were as follows:

- During the first six months of 2016, we did not repurchase any shares of our stock.
- We increased our quarterly dividend from $0.29 per share to $0.33 per share as announced in the first quarter of 2016. We paid cash dividends to Equifax shareholders of $78.6 million or $0.66 per share and $69.0 million or $0.58 per share, during the six months ended June 30, 2016 and 2015, respectively.
- We received cash of $15.7 million and $17.2 million during the first six months of 2016 and 2015, respectively, from the exercise of stock options.

At June 30, 2016, the Company had $667.2 million remaining for stock repurchases under the existing Board authorization.

Contractual Obligations, Commercial Commitments and Other Contingencies

Our contractual obligations have not changed materially from those reported in our 2015 Form 10-K. For additional information about certain obligations and contingencies, see Note 6 of the Notes to Consolidated Financial Statements in this Form 10-Q.

Off-Balance Sheet Arrangements

There have been no material changes with respect to our off-balance sheet arrangements from those presented in our 2015 Form 10-K, other than the closing of the Veda acquisition on February 24, 2016.

Benefit Plans

At December 31, 2015, our U.S. Retirement Income Plan, or USRIP, met or exceeded ERISA's minimum funding requirements. In the future, we expect to make minimum funding contributions as required and may make discretionary contributions, depending on certain circumstances, including market conditions and our liquidity needs. We believe additional funding contributions, if any, would not prevent us from continuing to meet our liquidity needs, which are primarily funded from cash flows generated by operating activities, available cash and cash equivalents, and our committed credit facilities.

For our non-U.S., tax-qualified retirement plans, we fund an amount sufficient to meet minimum funding requirements but no more than allowed as a tax deduction pursuant to applicable tax regulations. For our non-qualified supplementary retirement plans, we fund the benefits as they are paid to retired participants, but accrue the associated expense and liabilities in accordance with GAAP.

For additional information about our benefit plans, see Note 11 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

Seasonality

We experience seasonality in certain of our revenue streams. Revenue generated by the online consumer information services component of our USIS operating segment are typically the lowest during the first quarter, when consumer lending activity is at a seasonal low. Revenue generated from the Employer Services business unit within the Workforce Solutions operating segment is generally higher in the first quarter due primarily to the provision of Form W-2 preparation services which occur in the first quarter each year. Revenue generated from our financial wealth asset products and data management services in our Financial Marketing Services business are generally higher in the fourth quarter each year due to the significant portion of our annual renewals and deliveries which occur in the fourth quarter of each year.

RECENT ACCOUNTING PRONOUNCEMENTS

For information about new accounting pronouncements and the potential impact on our Consolidated Financial Statements, see Note 1 of the Notes to Consolidated Financial Statements in this Form 10-Q and Note 1 of the Notes to Consolidated Financial Statements in our 2015 Form 10-K.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosures of contingent assets and liabilities in our Consolidated Financial Statements and the Notes to Consolidated Financial Statements. We believe the most complex and sensitive judgments, because of their significance to the Consolidated Financial Statements, result primarily from the need to make estimates and assumptions about the effects of matters that are inherently uncertain. The “Application of Critical Accounting Policies and Estimates” section in the MD&A, and Note 1 of the Notes to Consolidated Financial Statements, in our 2015 Form 10-K describe the significant accounting estimates and policies used in the preparation of our Consolidated Financial Statements. Although we believe that our estimates, assumptions and judgments are reasonable, they are based upon information available at the time. Actual results may differ significantly from these estimates under different assumptions, judgments or conditions.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For information regarding our exposure to certain market risks, see “Quantitative and Qualitative Disclosures about Market Risk,” in Part II, Item 7A of our 2015 Form 10-K. There were no material changes to our market risk exposure during the six months ended June 30, 2016.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, an evaluation was carried out by the Company’s management, with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that these disclosure controls and procedures were effective as of the end of the period covered by this report. In addition, no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are involved in the following legal actions:

California Bankruptcy Litigation. In consolidated actions filed in the U.S. District Court for the Central District of California, captioned *Terri N. White, et al. v. Equifax Information Services LLC, Jose Hernandez v. Equifax Information Services LLC, Kathryn L. Pike v. Equifax Information Services LLC, and Jose L. Acosta, Jr., et al. v. Trans Union LLC, et al.* , plaintiffs asserted that Equifax violated federal and state law (the FCRA, the California Credit Reporting Act and the California Unfair Competition Law) by failing to follow reasonable procedures to determine whether credit accounts are discharged in bankruptcy, including the method for updating the status of an account following a bankruptcy discharge. On August 20, 2008, the District Court approved a Settlement Agreement and Release providing for certain changes in the procedures used by defendants to record discharges in bankruptcy on consumer credit files. That settlement resolved claims for injunctive relief, but not plaintiffs' claims for damages. On May 7, 2009, the District Court issued an order preliminarily approving an agreement to settle remaining class claims. The District Court subsequently deferred final approval of the settlement and required the settling parties to send a supplemental notice to those class members who filed a claim and objected to the settlement or opted out, with the cost for the re-notice to be deducted from the plaintiffs' counsel fee award. Mailing of the supplemental notice was completed on February 15, 2011. The deadline for this group of settling plaintiffs to provide additional documentation to support their damage claims or to opt-out of the settlement was March 31, 2011. On July 15, 2011, following another approval hearing, the District Court approved the settlement. Several objecting plaintiffs subsequently filed notices of appeal to the U.S. Court of Appeals for the Ninth Circuit, which, on April 22, 2013, issued an order remanding the case to the District Court for further proceedings. On January 21, 2014, the District Court denied the objecting plaintiffs' motion to disqualify counsel for the settling plaintiff and granted the motion of counsel for the settling plaintiffs' to be appointed as interim lead class counsel. On May 1, 2014, the District Court granted the objecting plaintiffs motion for leave to file an interlocutory appeal from the January 21, 2014 Order and the objectors filed a petition for permission to appeal to the U.S. Court of Appeals for the Ninth Circuit. On July 9, 2014, the U.S. Court of Appeals for the Ninth Circuit granted the petition for permission to appeal. On March 28, 2016, the U.S. Court of Appeals for the Ninth Circuit affirmed the District Court's lead counsel appointment and remanded the case back to the District Court for further proceedings. The parties have agreed to re-engage in settlement discussions, including participation in a mediation scheduled for August 2016.

State Attorneys General Investigation. The Attorneys General of the State of Ohio and multiple other states commenced an investigation in late 2012 into certain business practices of the nationwide consumer reporting agencies (Equifax, Experian and TransUnion). In addition, the Attorneys General for the States of New York and Mississippi commenced separate investigations into the same or similar matters as those being reviewed by the multi-state attorney general investigation. On March 9, 2015, Equifax, Experian and TransUnion entered into a settlement agreement with the New York Attorney General, and on May 20, 2015, Equifax, Experian and TransUnion entered into a settlement agreement related to the multistate investigation, which included 31 states. The agreements are substantially similar and provide for the implementation over a period of 6 to 39 months of a National Consumer Assistance Plan to enhance consumer interaction with the national credit reporting agencies and improve data accuracy and quality. Finally, on June 8, 2016, Equifax individually entered into a settlement agreement with the Mississippi Attorney General, which also provides for the implementation of initiatives related to enhanced consumer interaction and improved data quality and accuracy and incorporates many elements of the National Consumer Assistance Plan.

CFPB Investigations. In February 2014, we received a Civil Investigative Demand (a "CID") from the Consumer Financial Protection Bureau (the "CFPB" or the "Bureau") as part of its investigation to determine whether nationwide consumer reporting agencies have been or are engaging in unlawful acts or practices relating to the advertising, marketing, sale or provision of consumer reports, credit scores or credit monitoring products in violation of the Dodd Frank Act or the Fair Credit Reporting Act. The CID requested the production of documents and answers to written questions. A second CID was issued in July 2015, seeking additional documents and information. On May 18, 2016, the CFPB notified the Company that the staff of the CFPB's Office of Enforcement is considering recommending that the CFPB take legal action against the Company. Should the CFPB commence an action, it may seek restitution, civil monetary penalties, injunctive relief or other corrective action. The Company has submitted a written response to the Office of Enforcement addressing the Bureau's allegations and we continue to cooperate with the CFPB in its investigation. At this time, we are unable to predict the outcome of this CFPB investigation, including whether the investigation will result in any action or proceeding against us.

In June 2016, we received a CID from the CFPB as part of an investigation to determine whether Equifax Workforce Solutions has been or is engaging in unlawful acts or practices relating to the creation, provision, handling, advertising, marketing or sale of consumer reports or similar products or services in violation of the Dodd Frank Act or the Fair Credit

Reporting Act. The CID requests the production of documents and answers to written questions. We are cooperating with the CFPB in its investigation and are in discussions with the CFPB regarding our response to the CID. At this time, we are unable to predict the outcome of this CFPB investigation, including whether the investigation will result in any action or proceeding against us.

Other. Equifax has been named as a defendant in various other legal actions, including administrative claims, regulatory matters, government investigations, class actions and other litigation arising in connection with our business. Some of the legal actions include claims for substantial compensatory or punitive damages or claims for indeterminate amounts of damages. We believe we have strong defenses to and, where appropriate, will vigorously contest, many of these matters. Given the number of these matters, some are likely to result in adverse judgments, penalties, injunctions, fines or other relief. We may explore potential settlements before a case is taken through trial because of the uncertainty and risks inherent in the litigation process.

For information regarding our accounting for legal contingencies, see Note 6 of the Notes to Consolidated Financial Statements in this Form 10-Q.

ITEM 1A. RISK FACTORS

There have been no material changes with respect to the risk factors disclosed in our2015 Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table contains information with respect to purchases made by or on behalf of Equifax or any “affiliated purchaser” (as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934), of our common stock during our first quarter ended June 30, 2016:

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as Part of Publicly-Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (3)
April 1 - April 30, 2016	—	$ —	—	$ 667,199,250
May 1 - May 31, 2016	3,934	$ —	—	$ 667,199,250
June 1 - June 30, 2016	5,297	$ —	—	$ 667,199,250
Total	9,231	$ —	—	$ 667,199,250

(1) The total number of shares purchased for the quarter includes shares surrendered, or deemed surrendered, in satisfaction of the exercise price and/or to satisfy tax withholding obligations in connection with the exercise of employee stock options, totaling 0 shares for the month of April 2016,3,934 shares for the month of May 2016, and 5,297 shares for the month of June 2016.

(2) Average price paid per share for shares purchased as part of our share repurchase program (includes brokerage commissions).

(3) At June 30, 2016, the amount authorized for future share repurchases under the share repurchase program was $667.2 million. The program does not have a stated expiration date.

Dividend and Share Repurchase Restrictions

Our Credit Facilities restrict our ability to pay cash dividends on our capital stock or repurchase capital stock if a default or event of default exists or would result, according to the terms of the applicable credit agreements.

ITEM 6. EXHIBITS

Exhibit No.	Description
10.1	Equifax 2005 Executive Deferred Compensation Plan, as amended and restated effective January 1, 2015
10.2	Amendment No. 1 to the Equifax 2005 Executive Deferred Compensation Plan, effective January 1, 2016
31.1	Rule 13a-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1	Section 1350 Certification of Chief Executive Officer
32.2	Section 1350 Certification of Chief Financial Officer
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

			Equifax Inc. (Registrant)
Date:	July 28, 2016	By:	/s/ Richard F. Smith Richard F. Smith *Chairman and Chief Executive Officer* *(Principal Executive Officer)*
Date:	July 28, 2016		/s/ John W. Gamble, Jr. John W. Gamble, Jr. *Corporate Vice President and* *Chief Financial Officer* *(Principal Financial Officer)*
Date:	July 28, 2016		/s/ Nuala M. King Nuala M. King *Senior Vice President and Corporate Controller* *(Principal Accounting Officer)*

INDEX TO EXHIBITS

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31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1	Section 1350 Certification of Chief Executive Officer
32.2	Section 1350 Certification of Chief Financial Officer
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

Exhibit 10.1

EQUIFAX
2005 EXECUTIVE DEFERRED COMPENSATION PLAN
(Amended and Restated Effective as of January 1, 2015)

Effective as of January 1, 2003, Equifax Inc. (the "Company") established the Equifax Executive Deferred Compensation Plan ("Prior Plan") for the benefit of eligible management and highly compensated employees of the Company and its Subsidiaries. The Plan was designed to assist and encourage eligible employees to accumulate capital and to supplement their retirement income.

Because the laws applicable to nonqualified deferred compensation plans were significantly changed effective January 1, 2005, the Company adopted a new deferred compensation plan, the Equifax 2005 Executive Deferred Compensation Plan (the "Plan") for deferrals by eligible employees occurring on or after January 1, 2005. The vested amounts credited to participants as of December 31, 2004 under the Prior Plan (and any earnings on such amounts) remain credited under the Prior Plan and subject to the terms and conditions of the Prior Plan. The Plan has been amended from time to time and is being amended and restated as provided herein effective January 1, 2015.

ARTICLE I

Definitions

1.1 *Account* shall mean the records maintained by the Administrator to determine the Participant's deferrals under this Plan. Such Account may be reflected as an entry in the Company's (or Employer's) records, or as a separate account under a trust, or as a combination of both. The Administrator may establish such subaccounts as it deems necessary for the proper administration of the Plan.

1.2 *Administrator* shall mean the person or persons appointed by the Board of Directors of the Company (or its designee) to administer the Plan pursuant to Article 10 of the Plan.

1.3 *Base Salary* shall mean the Participant's base annual salary excluding commissions, incentive and discretionary bonuses and other non-regular forms of compensation, before reductions for contributions to or deferrals under any pension, deferred compensation, welfare benefit or other benefit plans sponsored by the Company.

1.4 *Beneficiary* shall mean the person(s) or entity designated as such in accordance with Article 9 of the Plan.

1.5 *Bonus* shall mean amounts paid to the Participant by the Employer annually in the form of a discretionary or incentive compensation or any other bonus (annual or otherwise) designated by the Administrator to be covered by the Plan before reductions for contributions to or deferrals under any pension, deferred compensation, welfare benefit, or other benefit plans sponsored by the Company.

1.6 *Change in Control* shall mean any of the following events:

(a) Voting Stock Accumulations. The accumulation by any Person of Beneficial Ownership of twenty percent (20%) or more of the combined voting power of the Company's Voting Stock; provided that for purposes of this subparagraph (a), a Change in Control will not be deemed to have occurred if the accumulation of twenty percent (20%) or more of the voting power of the Company's Voting Stock results from any acquisition of Voting Stock (i) directly from the Company that is approved by the Incumbent Board, (ii) by the Company, (iii) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (iv) by any Person pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and (iii) of subparagraph (b); or

(b) Business Combinations. Consummation of a Business Combination, unless, immediately following that Business Combination, (i) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66-2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (ii) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent (20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (iii) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

(c) Sale of Assets. Consummation of a sale or other disposition of all or substantially all of the assets of the Company; or

(d) Liquidations or Dissolutions. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with all of the provisions of clauses (i), (ii) and (iii) of subparagraph (b).

(e) Definitions. For purposes of this paragraph defining Change in Control, the following definitions shall apply:

(i) *Beneficial Ownership* shall mean beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

(ii) *Business Combination* shall mean a reorganization, merger or consolidation of the Company.

(iii) *Eighty Percent (80%) Subsidiary* shall mean an entity in which the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

(iv) *Exchange Act* shall mean the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

(v) *Incumbent Board* shall mean a Board of Directors at least a majority of whom consist of individuals who either are (a) members of the Company's Board of Directors as of December 1, 2007 or (b) members who become members of the Company's Board of Directors subsequent to December 1, 2007 whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (2/3) of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which that person is named as a nominee for director, without objection to that nomination), but excluding, for that purpose, any individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors.

(vi) *Person* shall mean any individual, entity or group (within the meaning of Section 13(d)(3) or 14 (d) (2) of the Exchange Act).

(vii) *Voting Stock* shall mean the then outstanding securities of an entity entitled to vote generally m the election of members of that entity's Board of Directors.

1.7 *Code* shall mean the Internal Revenue Code of 1986, as amended.

1.8 *Commissions* shall mean the Participant's commissions payable from the Company for the Plan Year before reductions for contributions to or deferrals under any pension, deferred compensation, welfare benefit, or other benefit plans sponsored by the Company.

1.9 *Company* shall mean Equifax Inc., a Georgia corporation, or its successor.

1.10 *Crediting Rate* shall mean the notional gains and losses credited on the Participant's Account balance which are based on the Participant's choice among the investment alternatives made available by the Administrator or such other method established by the Administrator pursuant to Article 3 of the Plan.

1.11 *Disability* shall mean any cessation of the Participant's employment with the Employer as a result of a physical or mental condition which prevents the Participant from performing the normal duties of his or her current employment for a period of at least one hundred eighty (180) consecutive days. If a Participant makes application for disability benefits under the Social Security Act or under an Employer sponsored long term disability plan, as then in effect and qualifies for such benefits, he/she shall be presumed to qualify as totally and permanently disabled under this Plan. The Administrator shall require that the Participant submit evidence of such qualification for disability benefits in order to determine the existence of Disability under this Plan and shall make its determination of Disability in a manner consistent with the requirements of Section 409A.

1.12 *Eligible Executive* shall mean an executive of an Employer selected by the Administrator to be eligible to participate in the Plan.

1.13 *Employer* shall mean the Company and any Subsidiary whose employees are designated as eligible to participate in the Plan.

1.14 *ERISA* shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.15 *Financial Hardship* shall mean an unexpected need for cash arising from illness, casualty loss, sudden financial reversal, or other such unforeseeable occurrence which is not covered by insurance and which is determined to qualify as a Financial Hardship by the Administrator. Cash needs arising from foreseeable events such as the purchase of a residence or education expenses for children shall not, alone, be considered a Financial Hardship. The Administrator shall make its determination of Financial Hardship in a manner consistent with the requirements of Section 409A.

1.16 *Participant* shall mean an Eligible Executive who has elected to participate and has completed a Participant Election Form pursuant to Article 2 of the Plan.

1.17 *Participant Election Form* shall mean the written agreement to make a deferral submitted by the Participant to the Administrator on a timely basis pursuant to Article 2 of the Plan. The Participant Election Form may take the form of an electronic communication followed by appropriate written or electronic confirmation according to specifications established by the Administrator.

1.18 *Plan Year* shall mean the calendar year.

1.19 *Prior Plan* shall mean the Equifax Executive Deferred Compensation Plan, which became effective as of January 1, 2003, as it may be amended.

1.20 *Qualified Plan* shall mean the Equifax Inc. 401(k) Plan, as in effect on the effective date of this Plan and as it may be amended from time to time.

1.21 *Retirement* shall mean a Participant's Termination of Employment on or after the Retirement Eligibility Date.

1.22 *Retirement Eligibility Date* shall mean the date on which the Participant has both attained age fifty-five (55) and completed at least five (5) Years of Vesting Service.

1.23 *Scheduled Withdrawal* shall mean the distribution elected by the Participant pursuant to Article 7 of the Plan.

1.24 *Section 409A* shall mean Section 409A of the Code, as it may be amended from time to time, and the regulations and rulings thereunder.

1.25 *Settlement Date* shall mean the date on which a lump sum payment shall be made or the date on which installment payments shall commence. Unless otherwise specified, the Settlement Date shall be a date between January 1 and January 31 of the calendar year following the calendar year in which the event triggering the payout occurs. If applicable, subsequent annual installment payments shall be made between January 1 and January 31 of the subsequent calendar years.

1.26 *Subsidiary* shall mean any corporation in an unbroken chain of corporations, beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. The term "Subsidiary" shall also include a partnership or limited liability company in which the Company or a Subsidiary owns 50% or more of the profits interest or capital interest.

1.27 *TALX Plan Transfer Account* shall mean the amount credited to a Participant under the TALX Corporation Nonqualified Savings and Retirement Plan that is transferred to this Plan in accordance with Section 3.4, which shall be managed and distributed in accordance with the provisions of this Plan.

1.28 *Termination of Employment* shall mean the date of the Participant's separation from service (as determined in accordance with Section 409A) with the Employer for any reason whatsoever, whether voluntary or involuntary, including as a result of the Participant's Retirement or death, or to the extent provided in Article 6 of the Plan, Disability.

1.29 *Valuation Date* shall mean the date through which earnings are credited and shall be the last day of the month preceding the month in which the payout or other event triggering the Valuation occurs or such other date as determined by the Administrator.

1.30 *Years of Vesting Service* shall mean the years of vesting service credited to the Participant under the Equifax Inc. 401(k) Plan, as amended.

ARTICLE II

Participation

2.1 Elective Deferral. For each Plan Year a Participant may elect to defer (i) any whole percentage between one percent (1%) and seventy-five percent (75%) of Base Salar and/or (ii) any whole percentage or dollar amount of Bonus and/or Commissions, or whole percentage or dollar amount of Bonus above a certain level (as determined by the Administrator prior to the commencement of the Plan Year). The foregoing limits shall be interpreted and applied by the Administrator and the Administrator may prior to commencement of the Plan Year further limit the minimum or maximum amount deferred by any Participant or group of Participants, or waive the foregoing limits for any

Participant or group of Participants, for any reason.

2.2 Participant Election Form. In order to make a deferral, an Eligible Executive must submit a Participant Election Form to the Administrator during the enrollment period established by the Administrator prior to the beginning of the Plan Year during which the Base Salary, Commissions and/or Bonus is earned; provided, that the Administrator may extend the election period (or period in which a Bonus deferral election may be changed) with respect to the Participant's deferral of a Bonus which qualifies as "performance-based compensation" under Section 409A to a date that is not later than six months prior to the end of the applicable performance period for the Bonus, provided, further, that at the time of such election the amount of the Bonus is not readily ascertainable. The Administrator may establish a special enrollment period for Eligible Executives hired during a Plan Year to allow deferrals of Base Salary, Commissions and/or Bonus earned during the balance of such Plan Year after such enrollment period. The Participant shall be required to submit a new Participant Election Form on a timely basis in order to change the Participant's deferral election for a subsequent Plan Year. If no Participant Election Form is filed during the prescribed enrollment period, the Participant's election for the prior Plan Year shall continue in force for the next Plan Year.

2.3 Election Irrevocable. The election to defer Base Salary, Commissions or Bonus shall be irrevocable once the enrollment period as provided in Section 2.2 has expired, except as provided in Article 6 in the event of Disability or Section 4.5 in the case of a Financial Hardship.

ARTICLE III

Accounts

3.1 Participant Accounts. Solely for recordkeeping purposes, separate Accounts (a Retirement Account and any Scheduled Withdrawal Accounts) shall be maintained for each Participant and shall be credited with the Participant's deferrals directed by the Participant to each Account at the time such amounts would otherwise have been paid to the Participant. The Participant will designate for each Plan Year which portion of the Participant's deferrals for such Plan Year shall be credited to the Participant's Retirement Account and any Scheduled Withdrawal Account the Participant has elected to establish. Accounts shall be deemed to be credited with notional gains or losses as provided in Section 3.2 from the date the deferral is credited to the Account through the Valuation Date. Amounts credited to a Participant's Account shall be fully vested at all times.

With respect to Eligible Executives who participated in the Prior Plan prior to January 1, 2005, and who have made deferral elections under the Prior Plan for 2005, 2006, and 2007 with respect to Base Salary, Commissions and Bonuses which were earned and became payable on or after January 1, 2005, the Company hereby transfers all rights with respect to such deferral elections to the Plan and the Plan hereby assumes all obligations with respect to such deferral elections. Such deferral elections shall be maintained and administered in accordance with the Plan, including the payment rules of the Plan. The Administrator may permit changes to such deferral elections and payment elections in accordance with Section 409A.

The Administrator shall provide such additional payment elections to Participants (including Participants who are no longer active employees or otherwise do not actively participate in the Plan) with respect to amounts credited to the Plan pursuant to this Section 3.1 as are consistent with Section 409A.

3.2 Crediting Rate. Unless the Administrator elects to establish a different method of determining the Crediting Rate, the Crediting Rate on amounts in a Participant's Account shall be based on the Participant's choice among the investment alternatives made available from time to time by the Administrator. The Administrator shall establish a procedure by which a Participant may elect to have the Crediting Rate based on one or more investment alternatives and by which the Participant may change investment elections periodically. The Administrator may permit Participants to elect different investment alternatives for different types of accounts. The Participant's Account balance shall reflect the investments selected by the Participant. If an investment selected by a Participant sustains a loss, the Participant's Account shall be reduced to reflect such loss. The Participant's choice among investments shall be solely for purposes of calculation of the Crediting Rate. If the Participant fails to elect an investment alternative the Crediting Rate shall be based on the investment alternative selected for this purpose by the Administrator. The Company shall have no obligation to set aside or invest funds as directed by the Participant and, if the Company elects to invest funds as directed by the Participant, the Participant shall have no more right to such investments than any other unsecured general creditor. During payout, the Participant's Account shall continue to be credited at the Crediting Rate selected by the Participant from among the investment alternatives or rates made available by the Administrator for such purpose. Installment payments shall be recalculated annually by dividing the account balance by the number of payments remaining without regard to anticipated earnings or in any other reasonable manner as may be determined from time to time by the Administrator.

3.3 Statement of Accounts. The Administrator shall provide or make available to each Participant with a statement at least quarterly setting forth the Participant's Account balance as of the end of each quarter.

3.4 TALX Plan Transfer Accounts. The TALX Plan Transfer Accounts of Participants are hereby transferred to the Plan effective as of December 31, 2007 (or as soon thereafter as practical) and the Plan hereby assumes all obligations with respect to the amounts credited to the TALX Plan Transfer Accounts. The amounts credited to the TALX Plan Transfer Accounts shall be maintained and administered in accordance with the Plan, including the distribution rules and the deemed investment rules. The Administrator may permit changes to the payment rules for amounts credited to the TALX Plan Transfer Accounts in accordance with Articles IV and VII and Section 409A, including the transition rules.

ARTICLE IV

Retirement Benefits

4.1 Retirement Benefits. In the event of the Participant's Retirement, the Participant shall be entitled to receive an amount equal to the total balance of the Participant's Account (including any unpaid amounts in any Scheduled Withdrawal Accounts) credited with notional earnings as provided in Article 3 through the Valuation Date. The benefits shall be paid in a single lump sum unless the Participant has elected at the time of deferral (or in accordance with the transition rules of Section 409A) to have the benefit paid in substantially level annual installments over a specified period of not more than fifteen (15) years. Payments shall begin on the Settlement Date following Retirement. A Participant may, not less than twelve (12) months prior to Retirement, elect to change the method of payment of the Participant's Account at Retirement, provided that (i) only one such change is permitted and after such election change, the election is irrevocable; (ii) the payment date for the Participant's Account will be deferred for 5 years after Retirement, and (iii) the election shall not become effective for 12 months. The change of election shall be made through a method established by the Plan Administrator.

4.2 Termination Benefit. Upon Termination of Employment other than by reason of Retirement, Disability or death, the Company shall pay to the Participant a termination benefit equal to the balance on Termination of Employment of the Participant's deferral Account credited with notional earnings as provided in Article 3 through the Valuation Date. The termination benefits shall be paid in a single lump sum on the Settlement Date following Termination of Employment.

4.3 Small Benefit Exception. Notwithstanding the provisions of Section 4.1, if the amount of the Participant's Account upon Retirement is less than or equal to fifty thousand dollars ($50,000), the Company shall pay such benefits in a single lump sum payable on the last day of the month in which such benefits first become payable.

4.4 Special Rule for Specified Employees. Notwithstanding any other provision of this Plan, if the Participant is a Specified Employee (as determined by the Administrator or its designee in accordance with procedures established by the Administrator that are consistent with Section 409A), distributions to such Participant on account of the Participant's Termination of Employment may not be made before the date that is 6 months after the date of the Participant's Termination of Employment (or, if earlier, the date of death of the Participant), and any distribution that would otherwise be payable before the 6-month anniversary shall be delayed and shall be paid within 30 days following such 6-month anniversary.

4.5 Financial Hardship Distribution. Upon a finding by the Administrator that the Participant (or, after the Participant's death, a Beneficiary) has suffered a Financial

Hardship, the Administrator may authorize a distributions of benefits under the Plan in the amount reasonably necessary to alleviate such Financial Hardship. Such distribution shall not exceed the dollar amount necessary to satisfy the Financial Hardship plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which the Financial Hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause Financial Hardship). In the event of a distribution from the Plan based on Financial Hardship, a Participant's deferrals shall cease and the Participant shall not be allowed to make a new deferral election until the enrollment period next following one full calendar year from the date of such distribution.

4.6 Consequences of a Change in Control. Upon the occurrence of a Change in Control, each Participant's Account shall remain subject to the Plan's payment provisions and the Participant's elections as to the time and method of payment (subject to the Company's rights to amend or to terminate the Plan).

ARTICLE V

Death Benefits

5.1 Survivor Benefit Before Benefits Commence. If the Participant dies prior to commencement of benefits under Article 4, the Company shall pay to the Participant's Beneficiary a death benefit equal to the total balance on death of the Participant's Account credited with notional earnings as provided in Article 3 through the Valuation Date. The death benefit shall be paid in the same form elected by the Participant for Retirement benefits under Article 4.1 (except for Financial Hardship) beginning on the Settlement Date following the date the Participant's death (or as soon thereafter as such death is established by reasonable documentation).

5.2 Survivor Benefit After Benefits Commence. If the Participant dies after benefits have commenced under Article 4, the Company shall pay to the Participant's Beneficiary an amount equal to the remaining benefits payable to the Participant under the Plan over the same period such benefits would have been paid to the Participant (except for Financial Hardship).

5.3 Small Benefit Exception. Notwithstanding the foregoing, in the event the sum of all benefits payable to a Beneficiary is less than or equal to fifty thousand dollars ($50,000), the Company shall pay such benefits in a single lump sum payable on the last day of the month in which such benefits first become payable.

ARTICLE VI

Disability Benefits

6.1 Disability. In the event of Disability, the Participant's deferral elections for such Plan Year shall cease to be effective and for purposes of calculation and payment of benefits under the Plan, Disability shall be treated as a Retirement entitling the Participant to receive the benefits provided under Article 4.1 of the Plan.

ARTICLE VII

Scheduled Withdrawal

7.1 Election. The Participant may make an election on the Participant Election Form at the time of making a deferral to establish a Scheduled Withdrawal Account. The Participant may elect to receive a Scheduled Withdrawal in any Plan Year on or after the third Plan Year following the enrollment period in which such Scheduled Withdrawal Account is first established and may elect to have the Scheduled Withdrawal distributed in a single lump sum or in annual installments over a period of up to five (5) years. The Participant may elect to make additional deferrals into such Scheduled Withdrawal Account on subsequent Participant Election Forms, provided that any subsequent deferrals into such Scheduled Withdrawal Account must be made not later than the end of the Plan Year ending at least 2 years prior to the date the Scheduled Withdrawal is to commence. The Participant may establish separate Scheduled Withdrawal dates, provided that the Administrator in its sole discretion may elect to limit the number of Scheduled Withdrawal Accounts. A Participant may, not less than twelve (12) months prior to the payment dates of any Scheduled Withdrawal Accounts he has established under this Section 7.1, elect to defer the date on which payment of any Scheduled Withdrawal Account shall commence and/or change the method of payment of such Scheduled Withdrawal Account, provided that, (i) unless the Administrator otherwise determines, after the initial election under this Section 7.1, a Participant may only make one election change with respect to a particular Scheduled Withdrawal Account (after such election change, the election shall become irrevocable); (ii) except as otherwise permitted by Section 409A, the first in-service payment with respect to such changed election must be deferred at least 5 years from the date such payment would otherwise have been made, and (iii) except as otherwise permitted by Section 409A, the election shall not become effective for 12 months.

7.2 Timing of Scheduled Withdrawal. The Scheduled Withdrawal payment shall be paid (or commence to be paid) by the Company to the Participant within 30 days following the end of the month and calendar year the Participant has elected on the Participant Election Form to receive such Scheduled Withdrawal (and if applicable, subsequent annual payments shall be made within 30 days following the end of such month of subsequent calendar years), unless preceded by the Participant's Termination of Employment. In the event of Termination of Employment prior to the date elected for the Scheduled Withdrawal, the amounts in the Scheduled Withdrawal accounts shall be paid at the same time and in the form provided in Sections 4.1 or 4.2 of the Plan (whichever is applicable). In the event such Termination of Employment is as a result of the Participant's death, the Scheduled Withdrawal shall be paid as provided in Section 5.1 of the Plan.

ARTICLE VIII

Amendment and Termination of Plan

8.1 Amendment. The Company may at any time or from time to time modify or amend any or all of the provisions of the Plan, or stop future deferrals to the Plan, provided that no such amendment shall reduce a Participant's Account balance or change existing elections with respect to the time and method of payment of a Participant's Account.

8.2 Termination of Plan. The Company expects to continue this Plan, but does not obligate itself to do so. The Company reserves the right to discontinue and terminate the Plan at any time, in whole or in part, for any reason (including a change, or an impending change, in the tax laws of the United States or any State). Termination of the Plan shall be binding on all Participants and Employers, but in no event may such termination reduce the amounts credited at that time to any Participant's Account. If this Plan is terminated, subject to Section 4.4, amounts credited to Participants' Accounts shall be paid in a lump sum, provided that (A) the Company terminates at the same time any other arrangement that is subject to Section 409A and that would be aggregated with the Plan under Section 409A; (B) the Company does not adopt any other arrangement that would be aggregated with the Plan under Section 409A for three years; (C) the payments upon such termination shall not commence until 12 months after the date of termination and all such payments must be completed within 24 months after the date of termination; and (D) such other requirements as may be imposed by Section 409A are satisfied.

ARTICLE IX

Beneficiaries

9.1 Beneficiary Designation. The Participant shall have the right, at any time, to designate any person or persons as Beneficiary (both primary and contingent) to whom payment under the Plan shall be made in the event of the Participant's death. The Beneficiary designation shall be effective when it is submitted in writing to and acknowledged by the Administrator during the Participant's lifetime on a form prescribed by the Administrator (including through electronic communication). The Beneficiary designation in effect for the Participant under the Prior Plan as of December 1, 2007 shall be deemed the Beneficiary designation under this Plan until a new Beneficiary designation is filed in accordance with the procedures under this Plan.

9.2 Revision of Designation. The submission of a new Beneficiary designation shall cancel all prior Beneficiary designations.

9.3 Successor Beneficiary. If all primary Beneficiaries die prior to complete distribution of the benefits provided in Article 5, the remaining Account balance shall be paid to the contingent Beneficiary elected by the Participant in the form of a lump sum payable no later than the last day of the month following the month in which the last remaining primary Beneficiary's death is established.

9.4 Absence of Valid Designation. If a Participant fails to designate a Beneficiary as provided above, or if every person designated as Beneficiary predeceases the Participant or dies prior to complete distribution of the Participant's benefits, then the Administrator shall direct the distribution of such benefits to the Participant's spouse, if the Participant was married on the date of death (as determined by the Administrator using the same definition and rules applicable under the Equifax Inc. 401(k) Plan), or, if the Participant was not married on death, to the Participant's estate.

ARTICLE X

Administration/Claims Procedures

10.1 Administration. The Plan shall be administered by the Administrator, which shall have the exclusive right and full discretion (i) to interpret the Plan, (ii) to decide any and all matters arising hereunder (including the right to remedy possible ambiguities, inconsistencies, or admissions), (iii) to make, amend and rescind such rules as it deems necessary for the proper administration of the Plan and (iv) to make all other determinations necessary or advisable for the administration of the Plan, including determinations regarding eligibility for benefits payable under the Plan. All interpretations of the Administrator with respect to any matter hereunder shall be final, conclusive and binding on all persons affected thereby. No member of the Administrator shall be liable for any determination, decision, or action made in good faith with respect to the Plan. The Company will indemnify and hold harmless the members of the Administrator from and against any and all liabilities, costs, and expenses incurred by such persons as a result of any act, or omission, in connection with the performance of such persons' duties, responsibilities, and obligations under the Plan, other than such liabilities, costs, and expenses as may result from the bad faith, willful misconduct, or criminal acts of such persons.

10.2 Claims Procedure. Any Participant, former Participant or Beneficiary may file a written claim with the Administrator setting forth the nature of the benefit claimed, the amount thereof; and the basis for claiming entitlement to such benefit. The Administrator shall determine the validity of the claim and communicate a decision to the claimant promptly and, in any event, not later than ninety (90) days after the date of the claim. The claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within such ninety (90) day period. If additional information is necessary to make a determination on a claim, the claimant shall be advised of the need for such additional information within forty-five (45) days after the date of the claim. The claimant shall have up to one hundred and eighty (180) days to supplement the claim information, and the claimant shall be advised of the decision on the claim within forty-five (45) days after the earlier of the date the supplemental information is supplied or the end of the one hundred and eighty (180) day period. Every claim for benefits which is denied shall be denied by written notice setting forth in a manner calculated to be understood by the claimant (i) the specific reason or reasons for the denial, (ii) specific reference to any provisions of the Plan (including any internal rules, guidelines, protocols, criteria, etc.) on which the denial is based, (iii) description of any additional material or information that is necessary to process the claim, and (iv) an explanation of the procedure for further reviewing the denial of the claim.

10.3 Review Procedures. Within sixty (60) days after the receipt of a denial on a claim, a claimant or his/her authorized representative may file a written request for review of such denial. Such review shall be undertaken by the Administrator and shall be a full and fair review. The claimant shall have the right to review all pertinent documents. The Administrator shall issue a decision not later than sixty (60) days after receipt of a request for review from a claimant unless special circumstances, such as the need to hold a hearing, require a longer period of time, in which case a decision shall be rendered as soon as possible but not later than one hundred and twenty (120) days after receipt of the claimant's request for review. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific reference to any provisions of the Plan on which the decision is based and shall include an explanation the claimants right to pursue a legal action in the event the claim is denied.

ARTICLE XI

Conditions Related to Benefits

11.1 Nonassignability. The Participant's Account balance and the benefits provided under the Plan shall not be subject to sale, alienation, assignment, transfer, pledge or hypothecation by the Participant or any Beneficiary and any attempt to sell, alienate, assign, transfer, pledge or hypothecate an Account balance or Plan benefits including, without limitation, any assignment or alienation in connection with a separation, divorce, child support or similar arrangement, shall be null and void and not binding on the Company or the Plan. The Participant's Account balance and benefits shall be exempt from the claims of creditors or other claimants of the Participant or Beneficiary and from all orders, decrees, levies, garnishment or executions to the fullest extent allowed by law.

11.2 No Right to Company Assets. The benefits paid under the Plan shall be paid from the general funds of the Company, and the Participant and any Beneficiary shall be no more than unsecured general creditors of the Company with no special or prior right to any assets of the Company for payment of any obligations hereunder. At its discretion, the Company may establish one or more grantor trusts for the purpose of providing for payment of benefits under the Plan. Such trust or trusts may be irrevocable, but the assets thereof shall be subject to the claims of the Company's creditors in accordance with the terms of the trusts. Benefits paid to the Participant from any such trust or trusts shall be considered paid by the Company for purposes of meeting the obligations of the Company under the Plan.

11.3 Protective Provisions. The Participant shall cooperate with the Company by furnishing any and all information requested by the Administrator, in order to facilitate the payment of benefits hereunder, taking such physical examinations as the Administrator may deem necessary and taking such other actions as may be requested by the Administrator. If the Participant refuses to so cooperate, the Company shall have no further obligation to the Participant under the Plan. In the event of the Participant's suicide during the first two (2) years in the Plan, or if the Participant makes any material misstatement of information or non-disclosure of medical history, then no benefits shall be payable to the Participant under the Plan, except that benefits may be payable in a reduced amount in the sole discretion of the Administrator.

11.4 Withholding. The Participant shall make appropriate arrangements with the Company for satisfaction of any federal, state or local income tax withholding requirements and Social Security or other employee tax requirements applicable to the payment of benefits under the Plan. If no other arrangements are made, the Company may provide, at its discretion, for such withholding and tax payments as may be required, including, without limitation, by the reduction of other amounts payable to the Participant.

11.5 Assumptions and Methodology. To the extent required, the Administrator shall establish the actuarial assumptions and method of calculation used in determining the present or future value of benefits, earnings, payments, fees, expenses or *any other* amounts required to be calculated under the terms of the Plan. The Administrator shall also establish reasonable procedures regarding the form and timing of installment payments.

ARTICLE XII

Miscellaneous

12.1 Successors of the Company. The rights and obligations of the Company under the Plan shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Company.

12.2 Employment Not Guaranteed. Nothing contained in the Plan nor any action taken hereunder shall be construed as a contract of employment or as giving any Participant any right to continued employment with the Company or an Employer, nor as a limitation on the right of the Company or an Employer to terminate the employment of any Participant at any time.

12.3 Gender, Singular and Plural. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require. As the context may require, the singular may be read as the plural and the plural as the singular.

12.4 Captions. The captions of the articles, paragraphs and sections of the Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

12.5 Validity. In the event any provision of the Plan is held invalid, void or unenforceable, the same shall not affect, in any respect whatsoever, the validity of any other provisions of the Plan.

12.6 Waiver of Breach. The waiver by the Company of any breach of any provision of the Plan shall not operate or be construed as a waiver of any subsequent breach by that Participant or any other Participant.

12.7 Notice. Any notice or filing required or permitted to be given to the Company or the Participant under this Agreement shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, in the case of the Company, to the principal office of the Company, directed to the attention of the Administrator, and in the case of the Participant, to the last known address of the Participant indicated on the employment records of the Company. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Notices to the Company may be permitted by electronic communication according to specifications established by the Administrator.

12.8 Errors in Benefit Statement or Distributions. In the event an error is made in a benefit statement, such error shall be corrected as soon as is practical following the date such error is discovered. In the event of an error in a distribution, the Participant's Account shall, as soon as is practical after discovery of such error, be adjusted to reflect such under or over payment and, if possible and to the extent permitted without violating Section 409A, the next distribution shall be adjusted upward or downward to correct such prior error. If the remaining balance of a Participant's Account is insufficient to cover an erroneous overpayment, the Company may, at its discretion, offset other amounts payable to the Participant from the Company (including but not limited to salary, bonuses, expense reimbursements, severance benefits or other compensation or benefit arrangements, to the extent allowed by law and permitted under Section 409A) to recoup the amount of such overpayment(s).

12.9 ERISA Plan. The Plan is intended to be an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly compensated employees" within the meaning of Sections 201, 301 and 401 of ERISA and therefore to be exempt from Parts 2, 3 and 4 of Title I of ERISA.

12.10 Applicable Law. The Plan shall be governed by ERISA and, in the event any provision of, or legal issue relating to, this Plan is not fully preempted by ERISA, such issue or provision shall be governed by the laws of the State of Georgia (without regard to conflict of law provisions).

12.11 Compliance With Section 409A. The Plan is intended to satisfy the requirements of Section 409A and any regulations or guidance that may be adopted thereunder from time to time, including any transition relief available under applicable guidance related to Section 409A. The Plan may be amended and shall be interpreted by the Company as it determines necessary or appropriate in accordance with Section 409A and to avoid a plan failure under Section 409A(1).

IN WITNESS WHEREOF, the Company has caused this Plan as amended and restated to be executed as of the 17th day of December, 2015.

EQUIFAX INC.

BY: /s/ Coretha Rushing
Coretha Rushing
Chief Human Resource Officer

Exhibit 10.2

AMENDMENT
NO. 1 TO
EQUIFAX 2005 EXECUTIVE DEFERRED COMPENSATION PLAN
(As Amended and Restated Effective as of January 1, 2015)

THIS AMENDMENT made as of this 30th day of June, 2016 by Equifax Inc. (the "Company");

WHEREAS, the Company maintains the Equifax 2005 Executive Deferred Compensation Plan, as amended and restated effective as of January 1, 2015 (the "Plan"); and

WHEREAS, the Compensation Committee of the Board of Directors of the Company has approved a discretionary employer contribution to the Plan for certain eligible executives that is designed to supplement certain retirement benefits that cannot be provided by the Company's tax-qualified plan;

NOW, THEREFORE, the Plan is hereby amended as follows:

1.

Section 1.1 is deleted in its entirety and the following substituted therefor:

"1.1 *Account* shall mean the records maintained by the Administrator to determine the Participant's deferrals under this Plan and any Supplemental Retirement Contributions made by an Employer pursuant to Section 2.4. Such Account may be reflected as an entry in the Company's (or Employer's) records, or as a separate account under a trust, or as a combination of both. The Administrator may establish such subaccounts as it deems necessary for the proper administration of the Plan, including a Retirement Account, Scheduled Withdrawal Accounts and Supplemental Retirement Contribution Account."

2.

Section 1.3 is deleted in its entirety and the following substituted therefor:

"1.3 *Base Salary* shall mean the Participant's base annual salary, including any lump sum merit payment and excluding commissions, incentive and discretionary bonuses and other non-regular forms of compensation, before reductions for contributions to or deferrals under any retirement, deferred compensation, welfare or other benefit plans of the Employer."

3.

Section 1.5 is deleted in its entirety and the following substituted therefor:

"1.5 *Bonus* shall mean the amount paid to the Participant by the Employer during the year under the Employer's annual incentive bonus program, and the amount of any other short-term cash incentive bonuses, including spot awards, and retention bonuses, before reductions for contributions to or deferrals under any retirement, deferred compensation, welfare or other benefit plans of the Employer. Notwithstanding the above, for purposes of Elective Deferrals, *Bonus* shall mean only those amounts paid under the Employer's annual incentive bonus program or any other bonus that is designated from time to time by the Administrator to be eligible for Elective Deferrals."

4.

Section 1.16 is deleted in its entirety and the following substituted therefor:

"1.16 *Participant* shall mean an Eligible Executive who has elected to participate in the Plan and has completed a Participant Election Form pursuant to Article 2 of the Plan or who has been credited with a Supplemental Retirement Contribution pursuant to Section 2.4."

5.

Article 1 is amended by addition of the following definitions:

"1.31 *Supplemental Retirement Contribution Account* shall mean the subaccount maintained by the Administrator to reflect any Supplemental Retirement Contributions credited to a Participant pursuant to Section 2.4 and any earnings thereon. The Supplemental Retirement Contribution Account shall be considered a separate plan for purposes of Section 409A.

1.32 *Supplemental Retirement Contributions* shall mean any Employer contributions credited to a Participant pursuant to Section 2.4."

6.

Article 2 is amended by the addition of the following new Section 2.4:

"2.4 Supplemental Retirement Contributions. The Employer may in its discretion make Supplemental Retirement Contributions to the Plan on behalf of one or more Eligible Executives. The Compensation Committee of the Board of Directors of the Company shall determine the Eligible Executives who are eligible to receive Supplemental Retirement Contributions and the amounts of such contributions. The Supplemental Retirement Contributions shall be credited to the Eligible Executive's Supplemental Retirement Contribution Account. Except as set forth on Appendix A, the terms and conditions of the Plan shall apply to the Supplemental Retirement Contributions and the Participant's Supplemental Retirement Contribution Account. The Administrator shall have the discretionary authority to make all determinations with respect to a Participant's Supplemental Retirement Contribution Account."

7.

Section 3.1 is amended by deleting the last sentence of the first paragraph and replacing it with the following sentence:

"Except as set forth on Appendix A with respect to a Participant's Supplemental Retirement Contribution Account, amounts credited to a Participant's Account shall be fully vested at all times."

8.

This Amendment No. 1 shall be effective as of January 1, 2016. Except as hereby modified, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has executed this Amendment No. 1 as of the date first written above.

EQUIFAX INC.

By: /s/ Coretha M. Rushing

Title: Chief Human Resource Officer

APPENDIX A
SUPPLEMENTAL RETIREMENT CONTRIBUTIONS

A.1. Supplemental Retirement Contributions. Unless otherwise determined by the Employer, the annual Supplemental Retirement Contribution for a designated Eligible Executive will be equal to ten percent (10%) of the sum of (i) the Eligible Executive's Base Salary for the Plan Year and (ii) the Bonus paid to the Eligible Executive in the Plan Year. The Supplemental Retirement Contribution for a Plan Year will be credited to the Participant's Supplemental Retirement Contribution Account at such time after the end of the Plan Year as may be determined by the Employer. To be eligible to receive the Supplemental Retirement Contribution for a Plan Year, the Participant must be actively employed on the last day of the Plan Year, provided that if a Participant terminates employment during a Plan Year as a result of death, Disability or after qualifying for Retirement, the Participant will receive a Supplemental Retirement Contribution for such Plan Year based upon his Base Salary received and any Bonus paid prior to the date of his Termination of Employment. Earnings on the Participant's Supplemental Retirement Contribution Account shall be determined in accordance with Section 3.2.

A.2. Vesting of Supplemental Retirement Contribution Account. Except in the event of death or Disability, a Participant will vest in his Supplemental Retirement Contribution Account upon completion of three (3) Years of Vesting Service after the date the Participant becomes eligible to participate in the Supplemental Retirement Contribution portion of the Plan. In the event while actively employed, a Participant dies or incurs a Disability, the Participant's Supplemental Retirement Contribution Account shall become fully vested. On the date an Eligible Executive is first designated as eligible to receive a Supplemental Retirement Contribution, the Employer may give the Eligible Executive credit for service with the Employer (or another employer) prior to the date of such initial eligibility.

A.3. Distribution of Supplemental Retirement Contribution Account. A Participant's vested Supplemental Retirement Contribution Account shall be payable in accordance with Article IV, V, or VI, as applicable, except as follows:

(i) No Scheduled Withdrawals are permitted from the Supplemental Retirement Contribution Account.

(ii) In lieu of Section 4.1, the following provision shall apply to the Participant's Supplemental Retirement Contribution Account: Upon a Participant's Termination of Employment after he attains age 55, vested amounts credited to the Participant's Supplemental Retirement Contribution Account shall be paid in a single lump sum unless the Participant has elected within 30 days of becoming eligible to participate in the Supplemental Retirement Contribution portion of the Plan (or such other time period as provided by the Administrator in accordance with Section 409A) to have such Supplemental Retirement Contribution Account paid in substantially level annual installments over a specified period of not more than fifteen (15) years. Payments shall begin on the Settlement Date following the Participant's Termination of Employment. Any reference in the Plan to making payments or paying Retirement benefits in accordance with Section 4.1 shall mean payment in accordance with this Section A.3(ii) for the Supplemental Retirement Contribution Account.

(iii) In lieu of Section 4.2, the following Termination Benefit provision shall apply: If the Participant's Termination of Employment for any reason other than death or Disability occurs prior to age 55, his vested Supplemental Retirement Contribution Account shall remain credited to the Participant in the Plan (with notional earnings as provided in Article 3 through the Valuation Date) and shall be payable in a lump sum on the Settlement Date following the date the Participant attains age 55.

(iv) Section 4.3 and Section 5.3 shall apply with respect to the Participant's Account excluding the Participant's Supplemental Retirement Contribution Account. In addition, if the amount of the Participant's Supplemental Retirement Contribution Account at the time the Participant (or the Participant's Beneficiary) would otherwise commence installment payments in accordance with A.3(ii) is less than or equal to fifty thousand dollars

($50,000), the Company shall pay the Participant's Supplemental Retirement Contribution Account in a single lump sum payable on the last day of the month in which such benefits first become payable.

(v) For the avoidance of doubt, Sections 4.4, 4.5 and 4.6 shall apply to the Participant's Supplemental Retirement Contribution Account provided that only vested Supplemental Retirement Contribution Accounts shall be available for distributions on account of Financial Hardship under Section 4.5.

EXHIBIT 31.1

CERTIFICATIONS

I, Richard F. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 28, 2016

/s/ Richard F. Smith

Richard F. Smith
Chairman and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, John W. Gamble, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 28, 2016

/s/ John W. Gamble, Jr.

John W. Gamble, Jr.
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U. S. C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended June 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard F. Smith, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 28, 2016

/s/ Richard F. Smith

Richard F. Smith
Chairman and Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U. S. C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended June 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John W. Gamble, Jr., Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 28, 2016

/s/ John W. Gamble, Jr.
John W. Gamble, Jr.
Chief Financial Officer