

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EQUIFAX INC.
(Exact Name of Registrant as Specified in Its Charter)

GEORGIA
(State or Other Jurisdiction of
Incorporation or Organization)

58-0401110
(I.R.S. Employer
Identification Number)

1550 PEACHTREE STREET NW
ATLANTA, GA 30309
(404) 885-8000
(Address, Including Zip Code, and Telephone Number, Including Area
Code, of Registrant's Principal Executive Offices)

KENT E. MAST, ESQ.
CORPORATE VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY
1550 PEACHTREE STREET NW
ATLANTA, GA 30309
(404) 885-8000
(Name, Address Including Zip Code, and Telephone Number Including Area Code,
of Agent for Service)

COPIES TO:
Daniel O. Kennedy, Esq.
Hunton & Williams
600 Peachtree Street
Suite 4100
Atlanta, GA 30308
(404) 888-4000

Approximate date of commencement of proposed sale to the public: At such time or
times after the effective date of the Registration Statement as the Selling
Shareholders shall determine.

If the only securities being registered on this form are being offered pursuant
to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, check the following box. ☒

If this form is filed to register additional securities for an offering pursuant
to Rule 462(b) under the Securities Act, please check the following box and list
the Securities Act registration statement number of the earlier effective
registration statement for the same offering. ☐ _____

If this form is a post-effective amendment filed pursuant to Rule 462(c) under
the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering. ☐ _____

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box. ☐

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

		Proposed maximum	Proposed maximum
Amount of	Amount to be registered	offering price per unit	aggregate offering price
Title of Stock to be registered			
registration fee			
<S>	<C>	<C>	<C>
<C>			

Common Stock, \$1.25 par			
value per share.....	340,545	\$29.03/(1)/	\$9,886,022/(1)/
\$2,471.51			
=====			
=====			

</TABLE>

(1) Estimated solely for the purposes of determining the registration fee. This amount, calculated pursuant to Rule 457(c), was based on the average of the high and low prices of Equifax's common stock on January 30, 2001, as reported on the New York Stock Exchange.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THIS REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DEFINE.

PROSPECTUS

EQUIFAX INC.
340,545 Shares of Common Stock

This Prospectus relates to 340,545 shares of common stock of Equifax Inc., a Georgia corporation ("Equifax"), which may be offered from time to time by the selling shareholders named. The common stock is registered as a result of the acquisition, by Equifax, of Commercial Data Center, a Nevada corporation ("CDC") previously owned by the selling shareholders. The common stock was issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 4(2) and the regulations promulgated thereunder.

In connection with the acquisition, Equifax entered into a Registration Rights Agreement, dated October 27, 2000, with the selling shareholders. Pursuant to the Registration Agreement, Equifax agreed to register the common stock received by the selling shareholders in connection with the acquisition. None of the proceeds from the sale of the common stock by the selling shareholders will be received by Equifax.

The common stock is traded on the New York Stock Exchange under the symbol EFX. On January 30, 2001, the last sales price for the shares of common stock as reported on the New York Stock Exchange was \$29.43 per share.

The address and telephone number for Equifax's principal executive offices are 1550 Peachtree Street, NW, Atlanta, GA 30309, (404) 885-8000.

Before deciding to invest, you should read this prospectus and any prospectus supplement carefully. In addition, you should carefully consider the risk factors that begin on page 3 of this prospectus before purchasing any of the common stock offered hereby.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAVE THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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NOTE ON FORWARD LOOKING STATEMENTS

This prospectus and the documents incorporated herein by reference may contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These statements may be identified by the use of forward-looking words or phrases such as "believe," "expect," "anticipate," "should," "planned," "may," "estimated" and "potential." These forward-looking statements reflect management's current expectations and are based upon currently available data. The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for such forward-looking statements. In order to comply with the terms of the safe harbor, Equifax notes that a variety of factors could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in such forward-looking statements. The risks and uncertainties that, either individually or in the aggregate, may affect the operations, performance, development and results of Equifax's business include, but are not limited to: (1) a significant change in the growth rate of the overall U.S. economy, such that consumer spending and related consumer debt are materially impacted; (2) a material decline or change in the marketing techniques of credit card issuers; (3) unexpected pricing pressure above and beyond the levels experienced in the last several years; (4) a significant reversal of the trend toward credit card use increasing as a percentage of total consumer expenditures; (5) unanticipated cancellation or termination of customers or vendor contracts; (6) risks associated with investments and operations in foreign countries, including regulatory environments, exchange rate fluctuations and local political, social and economic factors; (7) material changes in regulatory environments; (8) a drastic significant negative change in market conditions; (9) or other unforeseen difficulties. Potential investors are cautioned that the foregoing or other events or circumstances could cause Equifax's actual performance and financial results in future periods to differ materially from those expressed in the forward-looking statements.

RISK FACTORS

Investing in our common stock involves a degree of risk. Before making an investment decision you should carefully consider the following risk factors, as well as other information contained elsewhere or incorporated by reference in this prospectus.

DEPENDENCE ON DEMAND FOR CONSUMER CREDIT INFORMATION

The core product of Equifax is its consumer credit profiles. In general, the usage of credit profiles (and related services) is driven by consumer demand for credit (via new credit cards, automobile loans, home mortgages and

refinancings and other consumer loans) and lenders' efforts to develop new, and monitor existing, credit relationships. Consumer demand for credit tends to increase during periods of economic expansion. On the other hand, lenders' efforts to monitor existing credit relationships tend to increase during periods of economic contraction. Consequently, revenue from consumer credit information products is influenced by cyclical economic trends related to consumer debt.

DEPENDENCE ON DEMAND FOR DIRECT MARKETING

Equifax provides value-added consumer direct marketing products and services to Equifax's traditional customers, as well as to catalog, publishing, high tech, travel and manufacturing clients. Direct marketing products also include data capture, database management, and registration card programs for consumer durable goods manufacturers. In the event that consumers begin to buy fewer of the types of products and services that have in the past been marketed and sold through direct marketing, or if direct marketing loses effectiveness in comparison to other methods of advertising, use of Equifax's direct marketing products and services could lessen and, consequently, Equifax's revenues and profits could decline.

DEMAND FOR PAYMENT SERVICES

Demand for credit card, debit card and check authorization services is driven by the level of non-cash consumer spending. Consumer demand for credit tends to increase during periods of economic expansion and declines in times of economic contraction. Decrease in consumer spending could result in decline in the number of transactions processed. Also, increase in the use of competitive technologies, such as e-banking, pay-by-phone, and

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smartcard transactions, may decrease the number of checking transactions processed and reduce Equifax's revenue and profits.

DEPENDENCE ON DATA SOURCES

Equifax relies extensively upon data from external sources to maintain its proprietary and non-proprietary databases, including data received from customers and various government and public record services. The continued availability of such data sources cannot be assured. Although Equifax has no reason to believe that access to current data sources will become restricted, loss of access to, or the availability of, data in the future due to government regulation or otherwise could have a material adverse effect on Equifax's business, financial condition and results of operations.

GOVERNMENT REGULATION; PRIVACY ISSUES

The business of Equifax involves collection of consumer and business data and distribution of such information to businesses making credit and marketing decisions. Equifax Payment Services processes information reflecting consumers' spending and payment activities. Consequently, certain activities and services of Equifax are subject to regulation under various federal laws including the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Gramm-Leach-Bliley Act, Equal Credit Opportunity Act, Truth in Lending Act and Fair Credit Billing Act, as well as similar state laws. Equifax is also subject to privacy and consumer credit laws and regulations in foreign countries where it does business.

We have no reason to believe that additional regulations will be imposed that will have a material adverse effect on Equifax. However, further federal, state and local data use regulations may affect the operations of Equifax with increased compliance requirements and potential loss of revenue.

COMPETITION

Equifax operates in a number of geographic, product and service markets, which are highly competitive. We primarily compete with two national consumer credit reporting companies, Experian Information Solutions, Inc. and Trans Union LLC, which offer credit reporting products that are similar to those Equifax offers. Equifax also competes with these and other companies that offer marketing information products and services, including Acxiom Corporation and Info USA, Inc. Primary competitors of Payment Services are First Data Corporation, Total System Services, Payment Services Credit Union, Scan and International Check Solutions.

In each of its markets, Equifax competes on the basis of responsiveness to customer needs as well as the quality and range of products and services offered. Although we believe that Equifax offers a broader range of products and services in more geographic markets than its competitors, it faces strong competition in certain geographic, product and service markets which, if successful, may have adverse effects on Equifax operations.

Unit prices for certain Equifax products have declined in recent years due in part to competitive conditions and the effect of technological change on the demand for, and cost of delivery of, such products. Declines in unit prices

generally have been more than offset by increases in unit volumes. There can be no assurance that future unit price declines, if any, will be offset by increases in demand for Equifax products.

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AVAILABLE INFORMATION

Equifax is subject to the reporting requirements of the Exchange Act, and files reports and other information with the Securities and Exchange Commission (the "Commission") in accordance therewith. Such reports, proxy statements, and other information filed by Equifax are available for inspection and copying at the public reference facilities of the Commission at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and at the Commission's Regional Offices located at 7 World Trade Center, Suite 1300, New York, New York 10048, and at Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Copies of filed material may be obtained by mail from the Public Reference Section of the Commission at 450 Fifth St., N.W., Washington, D.C. 20549, at prescribed rates.

The Commission maintains a World Wide Web site on the Internet at <http://www.sec.gov> that contains reports, proxy information statements and other information regarding registrants, including Equifax, that file electronically with the Commission.

The common stock is listed on the New York Stock Exchange under the symbol EFX. Material filed by Equifax can be inspected at the offices of the Exchange, located at 20 Broad Street, New York, New York 10005.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Commission allows companies to "incorporate by reference" those documents which have been previously filed with the SEC, which means that we can disclose important information to you by referring you to those documents. The information herein incorporated by reference is an important part of this prospectus, and information that Equifax later files with the SEC will automatically be incorporated herein and supersede this information. The following documents filed with the Commission by Equifax are hereby incorporated by reference in this prospectus (File No. 001-06605):

1. Equifax's Quarterly Reports, and amendments thereof, on Form 10-Q, filed on May 12, 2000, August 10, 2000, October 6, 2000 (amendment to previous filing on Form 10-Q/A) and November 14, 2000.
2. Equifax's Annual Report on Form 10-K for the year ended December 31, 1999, filed on March 30, 2000 (including information incorporated by reference in the Form 10-K from the definitive proxy statement for the 1996 annual meeting of stockholders of Equifax, which was filed March 27, 1996);
3. Equifax's Amended Annual Report on Form 10-K for the year ended December 31, 1999, filed on April 7, 2000;
4. Equifax's Definitive Proxy Statement dated March 24, 2000;
5. Equifax's Current Report on Form 8-K filed on October 5, 2000;
6. All other documents filed by Equifax pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by Equifax's Annual Report on Form 10-K for the year ended December 31, 1999; and
7. The description of Equifax's common stock contained in its Registration Statement on Form 10 under the Exchange Act, dated December 31, 1964, including any amendment or report filed for the purpose of updating such description.
8. All documents filed by Equifax with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this prospectus and prior to the termination of the offering registered hereby shall be deemed to be incorporated by reference into this prospectus and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein (or in any subsequently filed document that also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. All information appearing in this prospectus is

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qualified in its entirety by information and financial statements (including notes thereto) appearing in the documents incorporated by reference herein,

except to the extent set forth in the immediately preceding statement.

Upon written or oral request, Equifax will provide, without charge, to each person to whom this prospectus has been delivered, including any beneficial owner, a copy of any and all of the foregoing documents incorporated herein (other than exhibits to such documents which are not specifically incorporated by reference into the information that this prospectus incorporates). Written or telephone requests should be directed to Kent E. Mast, Esq., Corporate Vice President, General Counsel and Secretary, Equifax Inc., 1550 Peachtree Street NW, Atlanta, GA 30309, (404)885-8000 between the hours of 9:00 a.m. and 4:00 p.m. eastern standard time.

No dealer, salesman, or any other person has been authorized to give any information or to make any representation not contained in this prospectus, and, if given or made, such information and presentation must not be relied upon as having been authorized by Equifax. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby in any state to any person to whom it is unlawful to make such offer in such state. Neither the delivery of this prospectus or any sales made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of Equifax since the date hereof.

ABOUT EQUIFAX

Equifax, a worldwide leader in enabling and securing global commerce, brings buyers and sellers together through its information management, transaction processing, direct marketing and customer relationship management businesses. Atlanta-based Equifax serves the financial services, retail, credit card, transportation, telecommunication/utilities, information technology and healthcare industries, as well as government. Equifax adds knowledge, expertise, convenience and security to provide value-added solutions and processes for its customers wherever they do business, including the Internet and other networks. Equifax employs 12,000 associates in 17 countries with sales in almost 50, and in 2000 had \$2.0 billion in revenue.

On October 2, 2000 Equifax announced its intention to spin-off its Payment Services division to our shareholders in a tax free stock dividend. Equifax believes that separating our Information Services business from our Payment Services division will create two very strong companies, each with its own management team and board of directors focused on taking advantage of growth opportunities in each respective market. The spin-off is expected to be completed during the summer of 2001. The spin-off is subject to a favorable ruling from the Internal Revenue Service (the "IRS") confirming the tax-free status of the distribution of dividend shares.

After the spin-off, Equifax common stock will continue to be listed and traded on the New York Stock Exchange. As a result of the spin-off, the trading price of Equifax common stock will likely be lower than the trading price immediately prior to the spin-off. The combined trading prices of Equifax common stock and the common stock of the company created by the spin-off may be less than, equal to or greater than the trading prices of Equifax common stock immediately prior to the spin-off. Until the financial markets have fully analyzed the operations of Equifax without the operations of our Payment Services division, the prices at which Equifax common stock trades may fluctuate significantly.

Equifax was incorporated under the laws of the State of Georgia in 1913 and is the successor to a business established in 1899. The address and telephone number of its principal executive offices are 1550 Peachtree Street NW, Atlanta, GA 30309, (404) 885-8000.

USE OF PROCEEDS

Equifax will not receive any proceeds from the sale of the common stock registered hereunder; nor will such proceeds be available for Equifax's use or benefit. Rather, all of the proceeds from the sale of the common stock registered hereunder will go to the selling shareholders.

SELLING SHAREHOLDERS

In the acquisition of CDC that was consummated on October 27, 2000, we agreed to issue to the selling shareholders shares of our common stock and agreed to register those shares for resale. Our registration of these shares of common stock does not necessarily mean that the selling shareholders will sell all or any of these shares at any time.

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All of the common stock described in this prospectus will be owned immediately after registration by the individuals listed below:

<TABLE>
<CAPTION>

Equifax Common	Number of	Common Stock
----------------	-----------	--------------

Name of Selling Shareholders (1)	Stock Owned Prior to Offering	Stock Received From Equifax	Owned and Percentage (2)
- - - - -	- - - - -	- - - - -	- - - - -
<S>	<C>	<C>	<C>
The Louise Brantley Tanner Living Trust	0	170,272	107,272*
The Richard L. Green and Bonnie J. Green Living Trust	0	170,273	107,273*

* Less than one percent.

(1) None of the selling shareholders held any office with Equifax during the last three years.

PLAN OF DISTRIBUTION

In recognition of the fact that the selling shareholders, even though acquiring the common stock with no view towards distribution, may wish to be legally permitted to sell all or a portion of their common stock when they deem appropriate, Equifax has filed with the Commission a Registration Statement on Form S-3 under the Securities Act with respect to the resale of the common stock from time to time on the New York Stock Exchange or in negotiated transactions, and has agreed to prepare and file such amendments and supplements to the Registration Statement as may be necessary to keep the Registration Statement effective until all the common stock offered hereby have been sold pursuant thereto or until such common stock are no longer, by reason of Rule 144(k) under the Securities Act or any other rule of similar effect, required to be registered for the sale thereof by the selling shareholders. This prospectus forms a part of such Registration Statement.

The sale of the common stock by the selling shareholders, or their successors-in-interest, may be effected from time to time (i) in transactions (which may include block sales) on the New York Stock Exchange, (ii) in negotiated transactions (including sales pursuant to pledges), or (iii) through a combination of such methods of sale, at fixed prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. The selling shareholders may effect such transactions by selling the common stock to or through broker-dealers, and such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the selling shareholders and/or the purchasers of the common stock for which such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer may be in excess of customary compensation).

The selling shareholders and any broker-dealers who act in connection with the sale of the common stock hereunder may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act, and any commissions received by them and profit on any resale of the common stock as principals might be deemed to be underwriting discounts and commissions under the Securities Act. Neither Equifax nor the selling shareholders can presently estimate the amount of such compensation. Equifax knows of no existing arrangements between any selling shareholder and any other selling shareholder, underwriter, broker, dealer or other agent relating to the sale or distribution of the common stock.

Equifax has agreed, among other things, to bear all expenses in connection with the registration of the common stock being offered by the selling shareholders. Equifax has also agreed to indemnify the selling shareholders against certain liabilities, including liabilities under the Securities Act as underwriters or otherwise. The selling shareholders may indemnify any broker, dealer, agent or underwriter that participates in transactions involving sales of the common stock against certain liabilities, including liabilities arising under the Securities Act.

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INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

The Georgia Business Corporation Code permits, and Equifax's Bylaws require, us to indemnify any person who is a party to any threatened, pending or completed action, suit or proceeding (which could include actions, suits or proceedings under the Securities Act), whether civil, criminal, administrative, arbitrative or by reason of the fact that such person is or was a director or officer of Equifax or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. In addition, Equifax maintains directors' and officers' liability insurance that may cover them for liabilities arising under the Securities Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the

registrant pursuant to the foregoing provisions, Equifax has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

LEGAL OPINIONS

A legal opinion on the validity of the issuance of the Equifax common stock being offered by the selling shareholders has been rendered by Hunton & Williams, Atlanta, Georgia.

EXPERTS

The consolidated financial statements and financial statement schedules included in Equifax's Annual Report on Form 10-K for the year ended December 31, 1999, incorporated by reference in this prospectus, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are incorporated herein by reference in reliance upon such reports given upon the authority of said firm as experts in accounting and auditing.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

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The expenses relating to the registration of stock will be borne by the registrant. Such expenses are estimated to be as follows:

Registration Fee	\$ 2,500
Accountants' Fees	\$ 4,000
Legal Fees	\$ 6,500
Printing and Duplicating Expenses	\$ 1,800
Miscellaneous	\$ 1,000
Total	\$15,800

Item 15. Indemnification of Directors and Officers.

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The Georgia Business Corporation Code permits, and Equifax's Bylaws require, us to indemnify any person who is a party to any threatened, pending or completed action, suit or proceeding (which could include actions, suits or proceedings under the Securities Act), whether civil, criminal, administrative, arbitrative or investigative by reason of the fact that such person is or was a director or officer of Equifax or is or was serving at our request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding. However we will not indemnify any director or officer who is found liable to Equifax or is subjected to injunctive relief in favor of Equifax for:

- (1) improperly appropriating any business opportunity of Equifax;
- (2) acts or omissions involving intentional misconduct or a knowing violation of the law;
- (3) any unlawful distributions resulting from the director or officer not acting in good faith; and
- (4) any transaction from which he or she received improper personal benefit.

In addition, Equifax maintains directors' and officers' liability insurance under which our directors and officers are insured against loss (as defined in the policy) as a result of claims brought against them for their wrongful acts in such capacities. This insurance may cover liabilities under the Securities Act.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, Equifax has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 16. List of Exhibits.

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Exhibit No.	Description
- - - - -	- - - - -

2	Asset Purchase Agreement and Plan of Reorganization, dated October 13, 2000, among Equifax Inc., Equifax Acquisition, Inc., Compliance Data Center, Inc., the Richard L. and Bonnie J. Green Living Trust and the Louise Brantley Tanner Living Trust.
4.1	Amended and Restated Articles of Incorporation of Equifax Inc. (incorporated by reference to Exhibit B of Equifax's definitive Proxy Statement for the 1996 Annual Meeting of Shareholder, filed March 27, 1996, File No. 001-06605)
4.2	Equifax Inc. Bylaws (incorporated by reference to Exhibit 3.2 of Equifax Inc.'s Form 10-K filed on March 30, 2000, File No. 001-06605)
5	Opinion of Hunton & Williams
23.1	Consent of Arthur Andersen LLP
23.2	Consent of Hunton & Williams (included in the opinion filed as Exhibit 5)
24	Power of Attorney (included in signature page)
99	Registration Rights Agreement, dated October 27, 2000, among Equifax Inc., the Richard L. and Bonnie J. Green Living Trust and the Louise Brantley Tanner Living Trust.

Item 17. Undertakings.

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The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) For the purposes of determining liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) The undersigned registrant hereby further undertakes that:

(i) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(ii) For purposes of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on February 1, 2001.

EQUIFAX INC.

/s/ Kent E. Mast

Kent E. Mast
Corporate Vice President, General Counsel
and Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kent E. Mast, his or her attorney-in-fact, for him or her in any and all capacities, to sign any amendments to this registration statement, and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on February 1, 2001.

Signature - -----	Title -----
/s/ Thomas F. Chapman - ----- Thomas F. Chapman	Chairman of the Board & Chief Executive Officer (principal executive officer)
/s/ Lee A. Kennedy - ----- Lee A. Kennedy	President, Chief Operating Officer & Director
/s/ Michael T. Vollkommer - ----- Michael T. Vollkommer	Corporate Vice President & Controller (principal accounting officer)
/s/ Philip J. Mazzilli - ----- Philip J. Mazzilli	Executive Vice President & Chief Financial Officer (principal financial officer)
/s/ Lee A. Ault - ----- Lee A. Ault, III	Director
/s/ John L. Clendenin - ----- John L. Clendenin	Director
/s/ A.W. Dahlberg - ----- A.W. Dahlberg	Director
/s/ Robert P. Forrestal - -----	Director

/s/ L. Phillip Humann

L. Phillip Humann

Director

/s/ Larry L. Prince

Larry L. Prince

Director

/s/ D. Raymond Riddle

D. Raymond Riddle

Director

Louis W. Sullivan

Director

/s/ Jacquelyn M Ward

Jacquelyn M. Ward

Director

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EXHIBIT INDEX

Exhibit No.
- - - - -

Description

2	Asset Purchase Agreement and Plan of Reorganization, dated October 13, 2000, among Equifax Inc., Equifax Acquisition, Inc., Compliance Data Center, Inc., the Richard L. and Bonnie J. Green Living Trust and the Louise Brantley Tanner Living Trust.
4.1	Amended and Restated Articles of Incorporation of Equifax Inc. (incorporated by reference to Exhibit B of Equifax's definitive Proxy Statement for the 1996 Annual Meeting of Shareholder, filed March 27, 1996, File No. 001-06605)
4.2	Equifax Inc. Bylaws (incorporated by reference to Exhibit 3.2 of Equifax Inc.'s Form 10-K filed on March 30, 2000, File No. 001-06605)
5	Opinion of Hunton & Williams
23.1	Consent of Arthur Andersen LLP
23.2	Consent of Hunton & Williams (included in the opinion filed as Exhibit 5)
24	Power of Attorney (included in signature page)
99	Registration Rights Agreement, dated October 27, 2000, among Equifax Inc., the Richard L. and Bonnie J. Green Living Trust and the Louise Brantley Tanner Living Trust.

ASSET PURCHASE AGREEMENT
AND PLAN OF REORGANIZATION

AMONG

EQUIFAX INC.,

EQUIFAX ACQUISITION, INC.

COMPLIANCE DATA CENTER, INC.,

RICHARD L. AND BONNIE J. GREEN LIVING TRUST, OCTOBER 7, 1998,

LOUISE BRANTLEY TANNER 1991 LIVING TRUST,

RICHARD L. GREEN AND

LOUISE BRANTLEY TANNER

October 13, 2000

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ASSET PURCHASE AGREEMENT AND PLAN OF REORGANIZATION

THIS ASSET PURCHASE AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") made this 13th day of October, 2000, by and among Equifax Inc., a Georgia corporation ("Equifax"), Equifax Acquisition, Inc., a Georgia corporation and wholly owned subsidiary of Equifax ("AqSub"), Compliance Data Center, Inc., a Nevada corporation (the "Company"), Richard L. and Bonnie J. Green Living Trust, October 7, 1998, a trust established under the laws of the State of Nevada ("Green Trust"), Louise Brantley Tanner 1991 Living Trust, a trust established under the laws of the State of Nevada ("Tanner Trust;" and collectively with Green Trust, the "Shareholders"), Richard L. Green ("Green") and Louise Brantley Tanner ("Tanner;" and collectively with Green, the "Guarantors").

W I T N E S S E T H:

WHEREAS, Equifax has formed AqSub as a direct, wholly owned subsidiary of Equifax; and

WHEREAS, Equifax and AqSub desire to acquire (the "Acquisition") substantially all of the assets of the Company; and

WHEREAS, the Shareholders desire to enter into this Agreement with Equifax and AqSub; and

WHEREAS, Equifax, AqSub, the Company and the Shareholders desire to qualify the Acquisition as a tax free reorganization under Section 368(a)(1)(C) of the Code pursuant to which the Company will transfer its business and substantially all its assets to AqSub in exchange for a certain number of shares of common stock of Equifax and certain cash consideration, upon the terms and subject to the conditions hereinafter set forth (collectively, the "Transaction").

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the parties hereto agree as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the following meanings unless the context otherwise requires:

"Accounts Receivable" shall mean all accounts receivable of the Company.

"Affiliate" shall have the meaning set forth in Section 4.22 hereof.

"Agreement" shall mean this Asset Purchase Agreement.

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"AqSub" shall mean Equifax Acquisition, Inc., a Georgia corporation.

"Assets" shall mean all of the assets and properties owned, leased or held for use by the Company, other than the Excluded Assets. The Assets shall include, but not be limited to, all items of machinery, equipment, furniture, fixtures and other personal property, including those items described or listed in Exhibit 4.8 hereto; (a) all Accounts Receivable; (b) all Assigned Contracts;

(c) all data (historical and current) and rights to data (historical and current) of the Company and files related thereto, including, without limitation, all customer files, data and information maintained by the Company pursuant to any of the Assigned Contracts or otherwise, in any case, wherever located, whether in the form of hard copies, electronic media, or otherwise; (d) all licenses, authorizations and permits issued by any governmental agency relating to the Business or the Assets to the extent same may be assigned consistent with their terms; (e) all intangible property rights related to the Business (including, without limitation, the name "Compliance Data Center" or any derivation thereof and any other Intellectual Property of the Company); (f) all trade secrets, customer lists and supplier lists with respect to the Business owned by the Company (including without limitation, (A) the procedural and operational manuals utilized by the Company in the operation of the Business, (B) all proprietary information, technical information, "know how" and like information utilized by the Company in the Business, and (C) all advertising materials, source documents, materials, supplies and forms, in any case, whether in the form of hard copies, electronic media, computer tape or otherwise, and all books and records incident to and currently used in the Business (except for corporate and tax books and records of the Company)); and (g) all rights to insurance proceeds arising from any casualty relating to the Assets that occurred on or after June 30, 2000, security deposits, and deposits with utilities and governmental agencies attributable to the Business.

"Assigned Contracts" shall mean all of the contracts, leases, instruments, licenses and other agreements listed on Exhibit 4.13.

"Assumed Liabilities" shall have the meaning set forth in Section 2.2.4 hereof.

"Average Price" shall mean the average closing price of Equifax Common Stock as listed on the NYSE for the five (5) trading days preceding the Closing Date.

"Benefit Plans" shall have the meaning set forth in Section 4.17.1 hereof.

"Business" shall mean providing risk assessment, credit related verification and other types of information to the brokerage industry for purposes of assessing consumer or commercial risk, as such business is conducted

by the Company prior to the Closing Date.

"Cash Consideration" means the amount of cash set forth in Section 2.2.2 payable as part of the Consideration.

"Closing" shall mean the consummation of the Transaction.

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"Closing Date" shall mean the date on which the Closing occurs pursuant to Section 10.1 hereof.

"Closing Date Balance Sheet" shall have the meaning set forth in Section 2.4.1 hereof.

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

"Company" shall mean Compliance Data Center, Inc., a Nevada corporation.

"Company Common Stock" shall have the meaning set forth in Section 4.3 hereof.

"Company's Working Capital" shall mean the Company's current assets less its current liabilities, with current assets and current liabilities being determined consistent with generally accepted accounting principles.

"Consideration" shall have the meaning set forth in Section 2.2 hereof.

"Consulting Agreement" shall have the meaning set forth in Section 2.2.6 hereof.

"Control" with respect to any Person shall mean an entity in which such Person actually or beneficially owns more than fifty percent (50%) of the total voting or equity interest in such entity. For purposes of this Agreement, with regard to the Shareholders, all voting and equity interests owned by both of the Shareholders shall be aggregated in determining Control.

"Covenant Not to Compete" shall have the meaning set forth in Section 3.12 hereof.

"Customer Agreements" shall mean all verbal and written contracts and agreements with present customers of the Company.

"Data Warehouse" means the database(s) and other information and data compilations used by the Company in the Business, whether owned by the Company or not.

"Developers" shall have the meaning set forth in Section 4.14.2 hereof.

"Developer Agreements" shall have the meaning set forth in Section 4.14.2 hereof.

"Environmental Laws" shall have the meaning set forth in Section 4.23 hereof.

"Equifax" shall mean Equifax Inc., a Georgia corporation.

"Equifax Common Stock" shall mean unregistered shares of the common stock of Equifax.

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

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"Escrow Agent" shall mean SunTrust Bank.

"Escrow Agreement" shall have the meaning set forth in Section 7.5 hereof.

"Escrowed Amount" shall have the meaning set forth in Section 2.2.3 hereof.

"Excluded Assets" shall have the meaning set forth in Section 2.1 hereof.

"Exhibits" shall mean the exhibits attached hereto which are hereby incorporated herein by reference.

"Financial Statements" shall have the meaning set forth in Section 4.5.1 hereof.

"GBCC" means the Georgia Business Corporation Code.

"Green" shall mean Richard L. Green, individually.

"Green Trust" shall mean the Richard L. and Bonnie J. Green Living Trust, October 7, 1998, a trust established under the laws of the State of Nevada.

"Guarantors" shall mean Green and Tanner, collectively.

"Hardware" shall have the meaning set forth in Section 4.14.1 hereof.

"Hazardous Materials" shall have the meaning set forth in Section 4.23 hereof.

"Immaterial Contracts" shall have the meaning set forth in Section 4.13 hereof.

"Intellectual Property" shall have the meaning set forth in Section 4.15 hereof.

"Interim Financial Statements" shall have the meaning set forth in Section 4.5.2 hereof.

"Key Employees" shall mean Thomas Pirro and Thomas Tanner.

"Leased Properties" shall have the meaning set forth in Section 4.8.1 hereof.

"Licensors" shall have the meaning set forth in Section 4.14.2 hereof.

"Liens" shall have the meaning set forth in Section 4.8.1 hereof.

"Marks" shall have the meaning set forth in Section 4.15 hereof.

"NGCL" shall mean the Nevada General Corporation Law.

"1933 Act" shall mean the Securities Act of 1933, as amended.

"NYSE" shall mean the New York Stock Exchange.

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"Person" shall mean an individual or a corporation, partnership, limited liability company, trust, estate, unincorporated organization, association or other entity.

"Proprietary Software" shall mean the software shown in Exhibit 4.14.1,

which includes all computer software applications, programs and/or solutions that have been developed by or for the Company or as an enhancement to the commercial computer software application, and interfaces developed by the Company or for the Company to the commercial computer software, together with all user documentation in the Company's possession or which has been conveyed to the customers of the Company and all files created by the use of the Proprietary Software.

"Settlement Date" shall have the meaning set forth in Section 2.3.1 hereof.

"Shareholders" collectively shall mean Green Trust and Tanner Trust.

"Software" shall have the meaning set forth in Section 4.14 hereof.

"Stock Consideration" shall have the meaning set forth in Section 2.2.1 hereof.

"System" shall have the meaning set forth in Section 4.14.1 hereof.

"Tanner" shall mean Louise Brantley Tanner, individually.

"Tanner Trust" shall mean the Louise Brantley Tanner 1991 Living Trust, a trust established under the laws of the State of Nevada.

"Trade Secrets" shall have the meaning set forth in Section 4.15 hereof.

"Transferred Employees" shall have the meaning set forth in Section 7.7.1 hereof.

"Unaudited Financial Statements" shall have the meaning set forth in Section 4.5.1 hereof.

2. THE TRANSACTION. -----

2.1 Transfer of Assets. -----

2.1.1 Transfer of Company's Assets. On the Closing Date, the Company -----

shall, and the Shareholders shall cause the Company to, transfer and deliver to AqSub all of the Assets free and clear of all Liens other than the Assumed Liabilities (including without limitation the right to receive mail and other

communications and shipments of merchandise to the Company and the right to use the names "Compliance Data Center," "CDC" and any derivations or modifications thereof), except the following (collectively, the "Excluded Assets"); (1) the amount of cash permitted to be retained by Sections 2.1.2 hereof; (2) the Company's corporate seal, corporate minute book, stock record books, and such other books and records as the Company is required by law to retain; (3) rights that lawfully cannot be transferred by the

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Company (provided, however, that such rights shall be held by the Company for the benefit of AqSub and that AqSub at its option may act as the Company's agent in order to enforce and obtain for AqSub the benefits of such rights); (4) the Company's rights under this Agreement; (5) those certain split dollar life insurance policies insuring the lives of Green and each Key Employee; (6) any insurance proceeds related to casualties that occurred prior to June 30, 2000; (7) rights under the Company's pension plan; (8) the Company's rights under the agreements set forth in Exhibit 2.4.1; and (9) the other assets listed on Exhibit 2.1 hereof.

- -----

2.1.2 Cash. Subject to Section 2.1.3 hereof, cash held by the Company

at Closing that are in excess of Two Hundred Eighty Thousand Dollars (\$280,000) shall be an Excluded Asset.

2.1.3 Limit on Excluded Assets. On the Closing Date in no event shall

the aggregate value of the Excluded Assets, including cash, exceed 10% of the fair market value of the Company's net assets (assets net of the Company's liabilities) or 30% of the fair market value of the Company's gross assets (not taking into consideration liabilities).

2.2 Consideration. At the Closing, the Company, in consideration of the

sale of the Assets to AqSub, shall be entitled to the following consideration (collectively, the "Consideration"):

2.2.1 Equifax Common Stock having an aggregate value equal to Ten Million Six Hundred Twenty Five Thousand Dollars (\$10,625,000) (the "Stock Consideration"). The number of shares of Equifax Common Stock to be delivered to the Company shall be determined by dividing the Stock Consideration by the Average Price. No fractional shares of Equifax Common Stock shall be issued. Fractional shares shall be rounded upward or downward to the nearest whole number. Equifax Common Stock shares to be issued hereunder shall be delivered to the Company as set forth on Exhibit 2.2.1 hereto.

2.2.2 One Million Eight Hundred Seventy Five Thousand Dollars (\$1,875,000) payable by wire transfer to the Company at the Closing which shall be delivered to the Company as set forth on Exhibit 2.2.2 hereto (the "Cash

Consideration").

2.2.3 The Company shall, concurrently with its receipt of the Consideration, deliver (i) cash in the aggregate amount of One Hundred Thousand Dollars (\$100,000), and (ii) an amount of Equifax Common Stock received pursuant to this Agreement having an aggregate value of Four Hundred Thousand Dollars (\$400,000) (collectively, the "Escrowed Amount") to the Escrow Agent to be held, applied and disbursed in accordance with the Escrow Agreement. The number of shares of Equifax Common Stock to be delivered to the Escrow Agent pursuant to this Section 2.2.3 shall be determined by dividing the Escrowed Amount by the Average Price.

2.2.4 Except for AqSub's assumption as of the Closing Date of (i) the obligations of the Company which accrue from and after the Closing Date under the Assigned Contracts actually assigned to AqSub in accordance with this Agreement, and (ii) obligations

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arising from AqSub's conduct of the Business from and after the Closing Date, other than any obligations arising from a breach by the Company or any Shareholder of any of their obligations under this Agreement (those obligations referred to in (i) and (ii) being collectively referred to herein as the "Assumed Liabilities"), AqSub, by entering into this Agreement and consummating the transactions contemplated hereby, is not assuming or agreeing to pay or otherwise become liable for any indebtedness, obligations or liabilities of the Company or any Shareholder of any type or nature whatsoever, and except as aforesaid, AqSub shall not assume any such liabilities or obligations nor shall AqSub become liable for any such debts, liabilities or obligations relating to the operation of the Business prior to the Closing Date. Without limiting the generality of the foregoing: AqSub shall not assume (a) any indebtedness, obligation or liability for any litigation matter or other third party claim arising from the conduct of the Business prior to the Closing Date, regardless

of whether such matter is disclosed on any exhibit hereto; (b) any liability for any legal fees or expenses of the Company or Shareholders incurred for any reason whatsoever; (c) any liability for any claims by employees or former employees of the Company concerning acts or omissions of the Company or any Shareholder occurring prior to the Closing Date; (d) any liability for any insurance premium adjustments (including retroactive adjustments) that may arise from insurance policies in force any time before the Closing Date; or (e) any liabilities of the Company or Shareholders for any income or other tax obligations or for any employee benefit obligations.

2.2.5 The Company and Shareholders shall pay all stamp, sales, use, employment, property, ad valorem, income, realty transfer, franchise, net worth, intangible, excise, license or other taxes, additions to tax, penalties and interest, whether Federal, state, local, foreign or other, which result directly from any and all transfers pursuant to the terms of this Agreement. Except to the extent reflected in the Closing Date Balance Sheet, all property and ad valorem taxes, leasehold rentals and other customarily proratable items relating to the Assets, payable on or after the Closing Date and relating to a period of time both prior to and on or after the Closing Date will be prorated as of the Closing Date between the Company, on the one hand, and AqSub, on the other hand. If the actual amount of any such item is not known as of the Closing Date, the aforesaid proration shall be based on the previous year's assessment of such item and the parties agree to adjust said proration and pay any underpayment or reimburse any overpayment within thirty (30) days after the actual amount becomes known.

2.2.6 At the Closing, Equifax and Green shall enter into a consulting agreement substantially in the form attached hereto as Exhibit 2.2.6 (the "Consulting Agreement").

2.3 Post Closing Purchase Price Adjustment.

2.3.1 Following the Closing, AqSub shall prepare an unaudited balance sheet of the Company, dated as of the Closing Date (the "Closing Date Balance Sheet"), with supporting schedules thereto, in accordance with generally accepted accounting principles and in the format of accrual-based accounting. AqSub shall cause the Closing Date Balance Sheet to be delivered to the Company or, if then liquidated, to the Shareholders on or prior to the date ninety (90) days subsequent to the Closing Date (the "Settlement Date"). The parties acknowledge that the

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Closing Date Balance Sheet shall not take into account any of the Excluded Assets and any liabilities of the Company other than the Assumed Liabilities and any liabilities or reserves arising out of the preparation of the Closing Date Balance Sheet on an accrual basis.

2.3.2 On the tenth day following the Settlement Date, the Company or, if then liquidated, the Shareholders shall pay to AqSub, in cash and as a dollar for dollar adjustment to the Consideration payable pursuant to Section 2.2 hereof, unless the Company or, if then liquidated, the Shareholders wish to dispute any matter arising out of the Closing Date Balance Sheet in the manner set forth below, the amount of any indebtedness of the Company paid or assumed by AqSub with the consent of the Company (which consent shall not be unreasonably withheld) other than the Assumed Liabilities. In addition, the Company or, if then liquidated, the Shareholders shall pay to AqSub, or AqSub shall pay to the Company or, if then liquidated, the Shareholders, as the case may be, the amount by which the Company's Working Capital reflected on the Closing Date Balance Sheet is less than (in which case the Shareholders pay) or more than (in which case AqSub pays) Seven Hundred Thousand Dollars (\$700,000). The parties acknowledge and agree that the obligation of the Company and the Shareholders under this Section 2.3.2 shall not be limited by the Escrowed Amount, and AqSub shall be entitled to, but, have no obligation to, apply any of the Escrowed Amount to satisfy such obligation of the Company and the Shareholders. The parties further acknowledge that if the Purchase Price shall be increased pursuant to this Section 2.3.2, eighty five percent (85%) of such additional Purchase Price shall be paid in Equifax Common Stock and fifteen percent (15%) of such additional Purchase Price shall be paid in immediately available funds, with the number of shares of Equifax Common Stock being determined by dividing the amount to be paid in Equifax Common Stock by the average closing price of Equifax Common Stock as listed on the NYSE for the five (5) trading days immediately preceding the Settlement Date.

2.3.3 In the event that the Company or, if then liquidated, the Shareholders wish to dispute any matter arising out of the Closing Date Balance Sheet, the Company or, if then liquidated, the Shareholders shall within ten (10) days of receipt of the Closing Date Balance Sheet give written notice to AqSub (in accordance with Section 13.1 hereof) of such dispute and the reason(s) therefor. The Company or, if then liquidated, the Shareholders and AqSub shall attempt to resolve such dispute within ten (10) business days after receipt by AqSub of such notice, and in the event AqSub and the Company or, if then liquidated, the Shareholders fail to resolve such dispute within said period,

the parties agree that the independent certified public accounting firm of Arthur Andersen LLP (or any other independent certified public accounting firm that shall be mutually agreed upon by such parties) shall be employed to resolve such dispute as soon as reasonably practicable and that any determination of such accounting firm as to the disputed matter shall be binding upon the parties hereto. In the event Arthur Andersen LLP or any other accounting firm is employed, the costs of any such independent accounting firm shall be divided equally among AqSub, on the one hand, and the Company or, if then liquidated, the Shareholders, on the other hand. In the event an accounting firm is employed to resolve the dispute, all amounts due hereunder shall be paid, in the manner set forth above, on or prior to the fifth business day following the final determination of such accounting firm.

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2.4 Other Transactions. At or prior to the Closing Date, the following

transactions shall be consummated:

2.4.1 Termination of Agreements and Other Obligations. The

agreements and obligations set forth on Exhibit 2.4.1 shall be terminated and any amounts owing thereunder shall be paid in full and satisfied or forgiven and canceled.

2.5 Allocation. The aggregate purchase price for the Assets and the

Covenants Not to Compete shall be allocated by AqSub, the Company and the Shareholders as set forth in Exhibit 2.5 hereto, as required by Section 1060 of

the Code. AqSub and the Company shall, and Shareholders shall cause the Company to, file Form 8594, Asset Acquisition Statement under Section 1060, with their respective income tax returns for the taxable year that includes the Closing Date. AqSub and the Company agree to satisfy any and all reporting requirements of Section 1060 of the Code and the Treasury regulations thereunder. AqSub and the Company shall file Form 8594 in a manner consistent with the allocation of the purchase price set forth on Exhibit 2.5 hereto. If, in subsequent taxable

years, AqSub or the Company makes an allocation of any increase or decrease in the purchase price for any asset, the party making such increase or decrease agrees to file a supplemental Form 8594 as required.

2.6 Accounts Receivable. AqSub shall use commercially reasonable efforts,

consistent with AqSub's customary practices (provided, however, that AqSub shall have no responsibility to bring any action or commence any suit to enforce collection of Accounts Receivable) to collect the Accounts Receivable for a period of one year from the Closing Date. AqSub shall not discount or otherwise settle the collection of any such Accounts Receivable for less than the full amount without the prior written approval of the Shareholders. Within thirty (30) days after the conclusion of such one year period, AqSub shall provide the Shareholders with written notice of any such Accounts Receivable which remain uncollected, and, after receiving cash payment for such uncollected Accounts Receivable from the Shareholders, shall assign all of such uncollected Accounts Receivable to the Shareholders for collection; provided, however, that the Shareholders agree not to bring any action or commence any suit to enforce collection of any Accounts Receivable without seeking AqSub's assistance and approval, which shall not be unreasonably withheld, and provided further, that AqSub shall have the right, though not the obligation, to purchase the Accounts Receivable that is the subject of the dispute, at face value less the direct expenses associated therewith, without payment of any interest or fee whatsoever, prior to the Shareholders commencing suit. Any amounts subsequently collected by AqSub in respect to any of the uncollected Accounts Receivable assigned to the Shareholders at the conclusion of the one year period shall be remitted as soon as practicable to the Shareholders.

2.7 Consents and Approvals. The Company and each Shareholder agrees to

apply for and obtain the waiver, consent and approval of all persons or entities whose waiver, consent or approval is required in order to consummate the Transaction, or is required by any agreement, lease, instrument, arrangement, judgment, decree, order or license to which any Shareholder or the Company is a party or subject on the Closing Date (including, without limitation, the consent of any customer, licensor or supplier of the Company, if required), and which would prohibit, or

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require the waiver, consent or approval of any Person to such transaction or under which, without such waiver, consent or approval, such transaction would constitute an occurrence of default under the provisions thereof, result in the acceleration of any obligation thereunder, or give rise to a right of any party thereto to terminate its obligations thereunder; provided, that neither the

Company nor any Shareholder shall make any agreements or understandings

affecting the Company as a condition for obtaining any such waivers, consents or approvals, except with the prior written consent of AqSub. All written waivers, consents and approvals listed on Exhibit 2.7 hereto shall be produced at Closing

in form and content reasonably satisfactory to AqSub. Any and all other written waivers, consents and approvals shall be delivered to AqSub (in form and content reasonably satisfactory to AqSub) as soon as reasonably possible after the Closing.

3. COVENANTS AND UNDERTAKINGS.

3.1 Conduct of the Business of the Company Prior to the Closing Date.

Except with the consent in writing of Equifax, and except as may be required to effect the transactions contemplated by this Agreement, and except as set forth on Exhibit 3.1, the Company shall, and each of the Shareholders shall cause the

Company to, between the date of this Agreement and the Closing, conduct and operate its business in the regular and ordinary course consistent with past business practices. Without limiting the generality of the foregoing, such parties shall, except as otherwise provided in this Agreement:

3.1.1 use their commercially reasonable best efforts to preserve intact the organization and goodwill of the Company and preserve the goodwill of customers, vendors and others having business relations with the Company, which efforts shall include, but not be limited to, the continuation of the Company's usual and customary levels and standards of service and its usual and customary billing and collection procedures and the payment of accounts payable;

3.1.2 maintain the properties of the Company in the same working order and condition as such properties are in on the date of this Agreement, reasonable wear and tear excepted and not make any capital expenditures in the aggregate in excess of \$25,000;

3.1.3 not sell, lease, mortgage, pledge or otherwise dispose of any of the Company's Assets or properties except for transactions in the ordinary and regular course of business and except with respect to the Excluded Assets;

3.1.4 not make or permit any change in the Articles of Incorporation or Bylaws of the Company, or in its authorized, issued or outstanding securities;

3.1.5 not sell or issue any shares of the Company's capital stock or any class or grant any stock options, warrants, conversion or other rights to acquire or purchase any security of the Company, sell or issue any security convertible into such securities, or grant or enter into, any agreements, commitments, arrangements or understandings of any kind, contingent or otherwise, to sell or issue any such securities, or purchase, redeem, retire or otherwise acquire

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any such securities, grant any bonuses (other than bonuses heretofore agreed to by the parties and disclosed in this Agreement and the Exhibits hereto), or agree to do any of the foregoing and the Company shall not declare, set aside or pay any dividend in respect of its securities;

3.1.6 not make any changes in the Company's accounting methods except as agreed to by Equifax;

3.1.7 not take any action or permit any action to be taken that would materially and adversely affect any of the Assets or the Business of the Company as a going concern, or that would impair the ability of the Shareholders or the Company to consummate the Transaction;

3.1.8 except as contemplated by this Agreement, not increase or otherwise change the rate or nature of the compensation (including but not limited to wages, salaries, benefits, bonuses and employer contributions to 401(k) plans) which is paid or payable to any employee, officer, director or consultants or independent contractors of the Company except in the ordinary course of business in accordance with past practices or pursuant to existing compensation and benefit plans, practices and arrangements which have been disclosed in writing to Equifax, and not enter into, renew or allow the renewal of, any material employment or consulting agreement or other contract or arrangement with respect to the performance of personal services;

3.1.9 promptly deliver to Equifax all regularly prepared unaudited financial statements of the Company, in the format historically utilized internally, as soon as available;

3.1.10 not permit the Company to enter into any material contract, commitment, arrangement or transaction of the type described in Section 4.13 hereof nor to modify, amend or waive any material provision of any contract, instrument or agreement described on Exhibit 4.13 hereto except in the ordinary

course consistent with past practice; and

3.1.11 promptly advise Equifax, in writing, of any matters arising or discovered after the date of this Agreement which, if existing or known at the date hereof, would be required to be set forth or described in this Agreement or the Exhibits hereto.

3.2 Filing of Tax Returns. The Company covenants to cause all of the

Company's federal, state, local and foreign tax returns required to be timely filed before Closing to be timely filed with the appropriate taxing authorities. For purposes of this Section 3.2, such returns shall not be deemed untimely filed if the Company has obtained an extension from the appropriate taxing authority as to the time in which it may file such tax returns and such extended due date is after the Closing Date.

3.3 Certain Covenants With Respect to Tax Preparation and Audits. Equifax,

AqSub, the Shareholders, and the Company will provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any tax return, or in connection with any audit or other examination by any taxing authority, or in connection with

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any judicial or administrative proceedings relating to liability for taxes of the Company. Each will retain and provide the other with any records or information which may be relevant to such return, audit or examination, proceedings or determination. The party requesting assistance hereunder shall reimburse the other party or parties for reasonable expenses incurred in providing such assistance, if such party makes a written request for reimbursement. Any information obtained pursuant to this Section 3.3 or pursuant to any other Section hereof providing for the sharing of information or the review of any tax return or other schedule relating to taxes shall be kept confidential by the parties hereto.

3.4 Examination of Records and Confidentiality. Between the date of this

Agreement and the Closing Date, the Company will allow, and the Shareholders will cause the Company to allow, Equifax and AqSub, their counsel and other representatives full access to all the books, records, files, documents, Assets, contracts and agreements of the Company which may be reasonably requested, and shall furnish Equifax and AqSub and their officers and representatives during such period with all information concerning the affairs of the Company which may be reasonably requested. Equifax and AqSub will conduct any investigation during normal business hours of the Company. All such information shall be held in confidence by Equifax and AqSub and made available to Equifax's and AqSub's advisors on a need to know basis. All such information shall be returned to the Company or destroyed if the Closing does not occur.

3.5 Intentionally Omitted.

3.6 Standstill. During the period commencing on the date of this Agreement

and terminating at the Closing or the termination of this Agreement pursuant to Section 12.1 hereof, neither the Company nor any of the Shareholders nor any of their affiliates shall, directly or indirectly, solicit, encourage or initiate any discussions with, or negotiate or otherwise deal with, or provide information to, any person or entity other than Equifax concerning, or enter into any agreement in respect of, (a) any merger, sale of substantially all of the assets or business or any similar transaction involving or respecting the Company, or (b) any sale of the outstanding capital stock of the Company; provided, however, that upon prior notice to Equifax, the Shareholders may make

transfers for estate planning purposes and provided further that the recipient of such shares shall execute this Agreement as a shareholder.

3.7 Public Announcements. No party shall make any public announcement of

the transactions contemplated by this Agreement without first obtaining the prior written consent of the other parties hereto.

3.8 Intentionally Omitted.

3.9 Waiver. The Shareholders hereby irrevocably waive any and all rights

of first refusal, and any preemptive or other similar rights that the Shareholders may have under the NGCL or any agreements or other arrangements between the Shareholders and the Company with regard to any transactions contemplated by this Agreement.

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3.10 Shareholder Certifications. The Shareholders, by executing this

Agreement, hereby represent, warrant and covenant to Equifax and AqSub, with
respect to the transactions contemplated by this Agreement, that:

(a) the Shareholders are not relying upon any representation or
warranty by Equifax, AqSub, their affiliates, representatives and agents, or
anyone else, in connection with their decision to acquire Equifax Common Stock
hereunder, excepting only such representations and warranties specifically set
forth in this Agreement;

(b) the Shareholders have such knowledge and experience in financial
and business matters that they are capable of evaluating the risks and merits of
the transactions contemplated by this Agreement, including, without limitation,
an investment in Equifax Common Stock deliverable to them;

(c) the Shareholders have received, reviewed and had adequate
opportunity to inquire respecting Equifax's annual report, proxy statement and
other reports delivered hereunder to each of them; and

(d) the Shareholders are each an "accredited investor," as such term
is defined in the 1933 Act.

3.11 Investment Letter. At the Closing, the Shareholders shall execute and

deliver to Equifax an Investment Letter and Investor Questionnaire in the form
of Exhibit 3.11 hereto.

3.12 Covenant Not to Compete. At the Closing, each Shareholder, Green and

Tanner shall enter into a Covenant Not to Compete agreement in the form of
Exhibit 3.12 hereto (each, a "Covenant Not to Compete").

3.13 Directors and Officers of AqSub. At or prior to the Closing, Equifax

and AqSub shall cause the individuals named on Exhibit 3.13 hereto to be

appointed as directors and officers of AqSub.

3.14 Registration Rights Agreement. At the Closing, Equifax and the

Shareholders shall enter into a Registration Rights Agreement in the form of
Exhibit 3.14 hereto.

3.15 Intentionally Omitted.

3.16 Additional Agreements. Subject to the terms and conditions herein

provided, each of the parties hereto agrees to use all reasonable efforts to
take, or cause to be taken, all actions and to do, or cause to be done, all
things necessary, proper or advisable, whether under applicable law or
otherwise, or to remove any injunctions or other impediments or delays, legal or
otherwise, to consummate and make effective the transactions contemplated by
this Agreement. In case at any time after the Closing any further action is
necessary or desirable to carry out the purposes of this Agreement, the proper
officers and directors of Equifax, AqSub,

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the Company and the Shareholders shall use all reasonable efforts to take, or
cause to be taken, all such necessary actions.

3.17 Stock Repurchase Agreement. Equifax agrees not to purchase and

Shareholders agree not to sell to Equifax any of the Equifax Common Stock issued
to Shareholders pursuant to this Agreement.

3.18 Intentionally Omitted.

3.19 Obligations of the Company After the Closing Date.

Company covenants and agrees that:

3.19.1 Change of Name. On or immediately after the Closing Date,

Company will amend its Articles of Incorporation so as to change its corporate
name to Financial Reports Incorporated and will thereafter take such action as
may reasonably be requested by Equifax or AqSub to make its present corporate

name available to them.

3.19.2 Dissolution. From and after the Closing Date, the Company will

not engage in any business, will promptly liquidate and dissolve as a corporation, and will distribute the shares of Equifax Common Stock received pursuant to Section 2.2.1 hereof to the Shareholders in complete cancellation and redemption of their shares of Company capital stock.

3.19.3 Company's Corporate Records. The Company will make available

for inspection and copying all books and records retained by it pursuant to Section 2.1.1 hereof to Equifax or AqSub upon reasonable request for access thereto, and if at any time the Company proposes to discard or destroy such books and records, it will first offer to transfer them without charge to Equifax or AqSub.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND GREEN TRUST.

The Company and Green Trust, jointly and severally, represent and warrant to Equifax and AqSub as follows:

4.1 Organization and Standing.

4.1.1 The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the full power and authority (corporate and otherwise) to carry on its business in the places and as it is now being conducted and to own and lease the properties and assets which it now owns or leases. The Company does not have any subsidiaries.

4.1.2 The Company is duly qualified and/or licensed to transact business as a foreign corporation in the jurisdictions listed on Exhibit 4.1

hereto and is in good standing in

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each such jurisdiction. The character of the property owned or leased by the Company and the nature of the business conducted by the Company do not require it to be qualified or licensed in any other jurisdiction, except for jurisdictions in which the failure to be so qualified or licensed will not have, individually or in the aggregate, a materially adverse effect on the business, assets, operations or financial condition of the Company.

4.2 Authority and Status. The execution, delivery and performance by the

Company of this Agreement and each and every agreement, document and instrument provided herein have been duly authorized and approved by all necessary corporate action on the part of the Company. This Agreement and each agreement, document and instrument provided for herein constitute or will, when executed and delivered, constitute the legal, valid and binding obligations of the Company and the Shareholders enforceable against each of them in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles, or similar laws from time to time in effect affecting the enforcement of creditors' rights generally. Attached hereto as Exhibits 4.2(a) and 4.2(b), respectively,

are true, correct and complete copies of the Articles of Incorporation, as amended, and Bylaws, as amended, of the Company. The minute books of the Company, true, correct and complete copies of which have previously been delivered to Equifax, contain accurate and complete minutes of all meetings of, and accurate and complete consents to all actions taken without meetings by, the Board of Directors (and any committee thereof) and the shareholders of the Company since the formation of the Company.

4.3 Capitalization. The entire authorized capital stock of the Company

consists of twenty-five thousand (25,000) shares of common stock, no par value ("Company Common Stock"), of which one hundred (100) shares are issued and outstanding. All such shares of Company Common Stock are owned of record by the Shareholders in the manner set forth on Exhibit 4.3 hereto. All of such

outstanding shares of the Company have been duly authorized and validly issued, and are fully paid and non-assessable. All of such issued and outstanding shares of Company Common Stock were offered and sold in compliance with all applicable state and Federal securities laws, rules and regulations. There are no outstanding options, warrants, calls, commitments or plans by the Company to issue any additional shares of its capital stock, or to pay dividends on such shares, or to purchase, redeem or retire any outstanding shares of its capital stock, nor are there outstanding any securities or obligations that are convertible into or exchangeable for any shares of capital stock of the Company. There are no stock appreciation rights, phantom stock or similar rights in existence with respect to the Company. There has been no change in the equity

interest of the capital stock of the Company in contemplation of this transaction.

4.4 Absence of Equity Investments. The Company does not own, of record or

beneficially, either directly or indirectly, any capital stock or other equity
or ownership or proprietary interest in any Person.

4.5 Liabilities and Obligations of the Company. Attached hereto as Exhibit

4.5. are true, correct and complete copies of the Company's unaudited balance
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sheet and the related

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statements of earnings and retained earnings and cash flows for the Company's
fiscal years ended December 31, 1997, 1998 and 1999 (collectively, the
"Unaudited Financial Statements"), and its unaudited balance sheet as of June
30, 2000 and the related statements of earnings and retained earnings for the
six-month period then ended (collectively, the "Interim Financial Statements",
and together with the Unaudited Financial Statements, the "Financial
Statements"). The Financial Statements are complete, fairly present the
financial condition and results of operations of the Company as of the dates and
for the periods thereof on a cash basis.

4.6 Tax Returns. Except as described on Exhibit 4.6, the Company has, as

of the date hereof, and will have prior to the Closing Date, timely filed all
federal, state, foreign and local tax returns and reports required to be filed
by it prior to such dates, and has timely and accurately paid or made adequate
provision for, or prior to the Closing Date will timely pay or make adequate
provision for, all taxes that are due and payable for all periods through and
including the Closing Date, including, without limitation, all income, property,
sales, intangible, use, franchise, added value, social security, withholding or
other payroll related taxes and all interest and penalties thereon, whether
disputed or not. All deposits required to be made by the Company with respect to
employees' withholding taxes have been duly made. There are, and on the Closing
Date will be, no unpaid taxes, additions to tax, penalties, or interest payable
by the Company or by any other Person that are or could become a lien on any
asset, or otherwise adversely affect the business, properties or financial
condition, of the Company. Neither Equifax nor AqSub shall become subject to any
taxes, interest, penalties or other similar charges as a result of the Company's
filing or failure to file timely or accurately, as required by applicable law,
any such tax return or to pay timely any amount required to be paid with respect
thereto, including, without limitation, any such taxes, interest, penalties or
charges resulting from the obtaining of an extension of time to file any return
or to pay any tax. No assessments or notices of deficiency or other
communications have been received by the Company with respect to any such return
which has not been paid, discharged, or fully reserved in the Interim Financial
Statements, and no amendments or applications for refund have been filed or are
planned with respect to any such return. The federal income tax liability of the
Company for all of its taxable years ending prior to and including the taxable
year ended December 31, 1996, have been closed as to deficiencies and refund of
taxes by applicable statutes of limitations. There are no agreements between the
Company and any taxing authority, including, without limitation, the Internal
Revenue Service, waiving or extending any statute of limitations with respect to
any tax return, and it has not filed any consent under Section 341(f) of the
Code.

4.7 Tax Audits. Except as disclosed on Exhibit 4.7 hereto there are no tax

audits pending by any federal, state, foreign or local taxing authorities with
respect to the Company.

4.8 Ownership of Assets and Leases, Etc.

4.8.1 Asset and Lease List. Exhibit 4.8 attached hereto contains a

true, correct and complete list and brief description of all material items of
tangible personal property owned or leased or used by the Company and of all
real property leased or used by the Company except for the Excluded Assets (the
"Leased Properties"). The Company does not own any real

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property. Exhibit 4.8 identifies with particularity the Leased Properties and

the material personal properties owned and/or leased by the Company included in
the Assets and except for the Excluded Assets (a) all leases or agreements under
which the Company is lessor of such property and (b) all leases or agreements
under which the Company is lessee of or holds or operates any such property,
real or personal. Such assets, leases and agreements are sufficient to enable
the Company to conduct its business in the ordinary course. The Company has good

and marketable title to all of the properties and assets owned by the Company, including those listed and described in Exhibit 4.8, excluding the Excluded

Assets, in each case, free and clear of all liens, claims, charges, options, forfeitures, rights of seizure, rights of tenants or other encumbrances (collectively, "Liens"), except as specifically disclosed or reserved against in the Financial Statements or on Exhibit 4.8 (to the extent and in the amounts so

disclosed or reserved against) and except for Liens arising from current taxes not yet past due. Except pursuant to this Agreement, neither the Company nor Green is a party to any contract or obligation whereby there has been granted to any Person an absolute or contingent right to purchase, obtain or acquire any rights in any of the assets, properties or operations of the Company, except with respect to the Excluded Assets.

4.8.2 Enforceability of Leases. Each of the leases and agreements

described in Exhibit 4.8 is in full force and effect and constitutes a legal,

valid and binding obligation of the respective parties thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles or similar laws from time to time in effect affecting the enforcement of creditors' rights generally. There is not under any of such leases or agreements existing any default of the Company or, to the knowledge of the Company and the Shareholders, of any of the other parties thereto (or event or condition which, with notice or lapse of time, or both, would constitute a default). Except as described in Exhibit 4.8.2, no consent of any other party to

any of such leases or agreements to the consummation of the transactions contemplated by this Agreement is required for any of such leases or agreements to remain in full force and effect following the Closing.

4.8.3 Operating Condition. All machinery and equipment owned or leased

by the Company and used in the conduct of the Company's business are in good operating condition and state of repair, subject only to ordinary wear and tear which is not such as to affect adversely the operation of the business as presently conducted.

4.8.4 No Notice of Violation. Except as described in Exhibit 4.8.4,

the Company has not received any notice of violation, and the Company and Green do not otherwise have knowledge of violation, of any applicable zoning regulation, ordinance or other law, regulation or requirement relating to any of the Company's operations and properties, whether owned or leased, and there is no such violation or grounds therefor which could adversely affect the business, goodwill or financial condition of the Company or the operation of the business as presently conducted.

4.9 Accounts Receivable.

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4.9.1 All of the accounts receivable or client billings of the Company shown on the Financial Statements or thereafter acquired (including, but not limited to, the accounts receivable on the Closing Date Balance Sheet) reflect actual transactions and the granting of credit to customers in a manner consistent with the past practices of the Company, arose in the ordinary course of business, and are not subject to offset or deduction. All of the accounts receivable of the Company reflected on the Closing Date Balance Sheet will be collected (without recourse to any judicial proceedings), on or before the date one (1) year after the Closing Date, at the aggregate gross recorded amounts thereof. There are no facts or circumstances known to the Company or Green which would prevent the work-in-process of the Company from maturing in due course into collectible accounts receivable.

4.9.2 The Company has complete and correct copies of all instruments, documents and agreements evidencing all of its accounts receivable and of all instruments, documents or agreements creating security therefor. Exhibit 4.9.2

contains a complete and accurate list of all such instruments, documents and agreements creating security for such accounts receivable.

4.10 Absence of Changes. Since December 31, 1999, the Company has not,

except as specifically disclosed on Exhibit 4.10 attached hereto or with respect to the Excluded Assets:

4.10.1 transferred, assigned or conveyed any of its assets or business or entered into any transaction or incurred any liability or obligation, other than in the ordinary course of its business and consistent with past practice;

4.10.2 suffered any material adverse change in its business, operations, or financial condition or become aware of any event which may result in any such adverse change, the effect of which has had or could have a material adverse effect on the assets, business or financial condition of the Company;

4.10.3 written off as uncollectible any notes or accounts receivable or any portion thereof, other than in the ordinary course of business;

4.10.4 suffered any destruction, damage or loss to property (casualty or other), whether or not covered by insurance;

4.10.5 suffered, permitted or incurred the imposition of any lien, charge, encumbrance (which as used herein includes, without limitation, any mortgage, deed of trust, conveyance to secure debt or security interest) or claim upon any of its assets, except for any current year lien with respect to personal taxes not yet past due;

4.10.6 committed, suffered, permitted or incurred any default in any material liability or obligation;

4.10.7 made or agreed to any material adverse change in the terms of any contract or instrument to which it is a party;

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4.10.8 waived, canceled, sold or otherwise disposed of, for less than the face amount thereof, any material claim or right it has against others;

4.10.9 (a) disposed of or permitted to lapse, or otherwise failed to preserve then existing exclusive rights, if any, of the Company to use any (i) patent, trademark, trademark registration, logo, assumed name, trade name, copyright or copyright registration, or (ii) any patent, trademark, trade name or copyright application, (b) disposed of or permitted to lapse any license, permit or other form of authorization, or any trade name, or (c) disposed of or disclosed to any Person any trade secret, formula or process;

4.10.10 made any change in any method of accounting or accounting practice;

4.10.11 declared, promised or made any distribution or other payment to any Shareholder (other than compensation payable in the ordinary course to employees of the Company consistent with past practice), or issued any additional shares or rights, options or calls with respect to its shares, or redeemed, purchased or otherwise acquired any of its shares, or made any change whatsoever in its capital structure;

4.10.12 increased or changed, or agreed to increase or change, its obligation for any payment for, any contribution or other amount to, or with respect to, any employee benefit plan, or paid any bonus to, or granted any increase in the compensation of, its directors, officers, agents or employees, or made any increase in the pension, retirement or other benefits of its directors, officers, agents or other employees;

4.10.13 paid, loaned or advanced any amount to or in respect of, or sold, transferred or leased any properties or assets (whether real, personal, mixed, tangible or intangible) to, or entered into any agreement, arrangement or transaction with, any Shareholder, any of the officers or directors of the Company, or any affiliate or associate of any of them, or any business or entity in which any Shareholder or the Company or any affiliate or associate of either of them has any direct or indirect interest, except for compensation to the officers and employees of the Company or any Shareholder at rates not exceeding the rates of compensation in effect as of December 31, 1999;

4.10.14 committed, suffered, permitted or incurred any transaction or event which would increase its tax liability for any prior taxable year;

4.10.15 entered into any lease of real property or material lease of personal property;

4.10.16 incurred any other liability or obligation or entered into any transaction other than in the ordinary course of business;

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4.10.17 terminated or amended or suffered the termination or amendment of, or failed to perform in all material respects all of its obligations or suffered or permitted any default to exist under any contract, lease, agreement or license;

4.10.18 received any notice that any supplier or customer has taken or contemplates any steps which could materially and adversely disrupt the business relationship of the Company with said supplier or customer; or

4.10.19 agreed, whether in writing or otherwise, to take any action

described in this Section 4.10.

4.11 Litigation and Claims. Except as otherwise set forth in Exhibit 4.11

hereto, there is no suit, action, proceeding, claim or investigation pending or threatened against or affecting the Company. There exists no basis or grounds for any such suit, action, proceeding, claim or investigation. None of the items described in Exhibit 4.11, singly or in the aggregate, if pursued and/or

resulting in a judgment or decision against the Company, would have a material adverse effect on the assets, business, goodwill or financial condition of the Company or the ability of any party to consummate the transactions contemplated hereby.

4.12 Licenses and Permits; Compliance With Law.

4.12.1 The Company holds all licenses, certificates, permits, franchises and rights from all appropriate foreign, domestic, federal, state, county, municipal or other public authorities necessary for the conduct of its business. Except as noted in Exhibit 4.12, the Company is not presently charged

with or, to the knowledge of the Company, under governmental investigation with respect to, any actual or alleged violation of any statute, ordinance, rule or regulation, or presently the subject of any pending or threatened adverse proceeding by any regulatory authority having jurisdiction over its business, properties or operations. Except as set forth on Exhibit 4.12.1, neither the

execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby will result in the termination of any license, certificate, permit, franchise or right held by the Company and all such licenses, certificates, permits, franchises and rights will remain vested in and inure to the benefit of AqSub after the consummation of the transactions contemplated by this Agreement.

4.12.2 Without limiting the generality of the foregoing Section 4.12.1, the Company has obtained all licenses, certificates, permits, franchises and rights which are required under federal, foreign, state or local laws relating to public health and safety, worker health and safety and pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic substances into ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic substances. The Company is in compliance in all respects with all terms and conditions of the required licenses, certificates, permits, franchises and rights and is also in compliance in all respects with all other limitations, restrictions,

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conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any federal, foreign, state or local law or any rule, regulation, code, plan, order, decree or judgment relating to public health and safety, worker health and safety and pollution or protection of the environment. Neither the Company nor Green has received notice or is otherwise aware that certain facts, events or conditions, interfere with or prevent the Company's continued compliance with, or give rise to any common law or legal liability under any law or regulation related to, the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic substance.

4.13 Contracts, Etc. Exhibit 4.13 hereto consists of (a) a true, correct

and complete list of all contracts, agreements and other instruments (including insurance policies) to which the Company is a party other than the Excluded Assets; provided, that no contract, agreement or instrument involving payments

or potential payments by the Company of less than \$5,000 per year need be disclosed ("Immaterial Contracts"), and; (b) a true, correct and complete set of the standard forms used for Customer Agreements together with a description of any material deviations from such standard forms, and a description of all special pricing arrangements and rebate programs between the Company and its customers. The Company has made available a true and complete copy of each such contract, agreement or instrument, or a summary of oral agreements to which the Company is a party, including the Customer Agreements. Except as specifically set forth and in detail described in Exhibits 4.13, 4.14.2, 4.17 and 4.20 and

except for Immaterial Contracts, the Company is not a party or subject to, whether oral or written, any of the following:

4.13.1 any contract or commitment which requires services to be provided or performed by the Company or which authorizes others to perform services for, through or on behalf of the Company;

4.13.2 any contract or commitment involving an obligation which cannot be performed or terminated within thirty (30) days from the dates as of which these representations are made;

4.13.3 any lease, rental agreement or other contract or commitment affecting the ownership or leasing of, title to or use of any interest in real or personal property;

4.13.4 any note receivable;

4.13.5 any contract or commitment which is outside of the normal, ordinary and usual requirements of its businesses;

4.13.6 any franchise agreement;

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4.13.7 any employment contract or arrangement which is not terminable by the Company within fourteen (14) days without payment of any amount for any reason whatsoever, or for any continuing payment of any type or nature, including, without limitation, any bonuses;

4.13.8 any plan or other arrangement providing for life insurance, disability insurance, medical insurance, dental insurance, pensions, stock rights, distributions, options, deferred compensation, retirement payments, profit sharing, medical reimbursements or other benefits for officers or other employees except with respect to the Excluded Assets;

4.13.9 any contract, agreement, understanding or arrangement restricting the Company from carrying on its businesses anywhere in the world;

4.13.10 any instrument or arrangement evidencing or related to indebtedness for money borrowed or to be borrowed, whether directly or indirectly, by way of purchase money obligation, guaranty, subordination, conditional sale, lease-purchase, or otherwise;

4.13.11 any contract with any labor organization;

4.13.12 any policy of life, fire, liability, medical or other form of insurance other than included in the Excluded Assets;

4.13.13 any order or written approval of any federal, state or local regulatory agency required to conduct the Business; or

4.13.14 any contract or agreement, not of the type covered by any of the other items of this Section 4.13, which is not in the ordinary course of business or which has a material adverse impact on the Business or Assets.

All of the contracts, agreements, policies of insurance or instruments described in Exhibits 4.13, 4.14.2, 4.17 and 4.20 hereto are valid and binding

upon the Company and the other parties thereto, and are in full force and effect and constitute legal, valid and binding obligations of the respective parties thereto, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles or similar laws from time to time in effect affecting the enforcement of creditors' rights generally, and the Company has not, and to the best of the Company's and Green's knowledge, no other party to any such contract, agreement or instrument has, breached any material provision of, or is in default in any material respect (including any event or condition which, with notice or lapse of time, or both, would constitute a default) under, the terms thereof; and there are no existing facts or circumstances known to the Company or any Shareholder which would prevent the work in process of the Company or its contracts and agreements from maturing in due course into collectible accounts receivable. No consent of any other party to any of such contracts, agreements or instruments to the consummation of the

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transactions contemplated hereby is required for any of such contracts, agreements or instruments to remain in full force and effect following the Closing except as described in Exhibit 4.13.

4.14 Computer Programs and Software.

4.14.1 Exhibit 4.14.1 contains a true, correct and complete list of

all computer hardware ("Hardware") and software (including Proprietary Software) ("Software," and collectively with the Hardware, the "System") used in the conduct of the Business of the Company. Except as set forth on Exhibit 4.14.1,

the System and every severable component thereof performs in accordance with its

applicable documentation, if any, and is free of material defects in programming and operation. The Company has delivered (or made available) to Equifax complete and accurate copies of all user and technical documentation related to the System which are in their possession.

4.14.2 No employee of the Company is, or is now expected to be, in default under any term of any employment contract, agreement or arrangement relating to the Proprietary Software or any noncompetition arrangement, or any other contract or any restrictive covenant relating to the Proprietary Software or its development or exploitation. Except for the commercial computer software applications, the Proprietary Software (and all prior versions, modifications, and releases thereof) was developed by employees, consultants and independent contractors of the Company (the "Developers"), and such Proprietary Software does not include any intellectual property of any previous employer of such Developer, except for commonly used types of commercial computer software applications. The Company has provided (or made available) to Purchaser all employment contracts, independent contractor agreements, invention assignment agreements, noncompete agreements and confidentiality agreements between the Company, any affiliate of the Company, and/or any predecessor in interest of the Company, on the one hand, and each Developer, on the other hand, (collectively, the "Developer Agreements"). The Company has validly and effectively obtained the right and license to use, copy, modify and distribute the commercial computer software applications contained in the Proprietary Software from any and all parties holding rights in such third-party programming and materials (the "Licensors"). All right, title and interest in and to the Proprietary Software is owned (free and clear of all liens, claims, charges of any Developer, Licensor and/or third party) by the Company. Notwithstanding any failure to obtain fully executed Developer Agreements from any Developer, the Company's development, use, licensing, sublicensing or exploitation of the Proprietary Software does not violate any rights of any Developer or Licensor, and neither the Shareholders nor the Company has received any communication alleging such a violation.

4.14.3 The software listed on Exhibit 4.14.1 is all of the computer

software used, licensed or sublicensed by the Company in the conduct of its business. The Company does not have any obligation to compensate any person or entity for the development, use, sale or exploitation of the Software nor has the Company granted to any other person or entity any license, option or other rights to develop, use, sell or exploit in any manner the Software, whether requiring the payment of royalties or not. The Company has not granted, transferred or assigned any right or interest in the Software to any person or entity. There are no contracts, agreements,

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licenses, or other commitments or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Software by any independent sales person, distributor, licensor, sublicensor or other remarketer or sales organization.

4.14.4 The Company, the Shareholders and their respective affiliates have (i) made reasonable efforts to keep secret and have not disclosed the source code for the Proprietary Software to any person or entity, other than the disclosure thereof to certain employees, contractors and consultants of the Company who are bound to keep such information confidential and (ii) made adequate provision to preserve the proprietary nature of such source code. There have been no patents applied for and no copyrights registered for any part of the Proprietary Software.

4.14.5 Except as disclosed in Exhibit 4.14.5, all right, title and

interest in and to the data contained in the Data Warehouse is owned by the Company, free and clear of all liens, claims, charges or encumbrances. All data contained in the Data Warehouse referenced in Exhibit 4.14.5 as being licensed

to the Company has been licensed pursuant to valid license agreements and, except as set forth in Exhibit 4.14.5, all royalties, license or other fees due

and payable thereunder have been paid. The Company has all necessary and required rights to license, use, sublicense and distribute the data contained in the Data Warehouse and, in addition, use the System in the normal and ordinary course off its business as currently conducted.

4.15 Intellectual Property Matters. Exhibit 4.15 hereto sets forth a

complete, true and accurate list of all registered and non-registration or common law: (a) patents, trademarks, service marks, design markets, copyrights, trade names and brand names (or applications thereof) held by the Company or used in the Company's Business, including all applicable registration or serial numbers, countries and jurisdictions, dates of filing, grant, renewal and expiration, mark, class and all other pertinent information (collectively, "Marks"), and (b) all trade secrets, know-how, formulae, proprietary processes and inventions used by the Company in the Business (collectively, the "Trade Secrets", and together with the Marks and all other proprietary intellectual

property rights held by the Company, the "Intellectual Property"). Exhibit 4.15

sets forth each world wide web domain name that is owned by the Company or the Shareholders and which reflects a relationship to the Company's Business. Exhibit 4.15 also sets forth each world wide web domain name that is owned by

the Company and which does not reflect a relationship to the Company's Business (in each case, such domain names also being included in the definition of "Intellectual Property").

Except as set forth on Exhibit 4.15 hereto:

(a) The Company possesses unencumbered ownership or the valid right to use (pursuant to valid license or other agreements) all the Intellectual Property used in the operation of its Business; all license and other agreements from third parties for the Company's use of any Intellectual Property are valid and binding, in full force and effect and are not infringing or otherwise violating any rights of third parties;

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(b) All registrations of Intellectual Property with governmental authorities have been duly issued and have not been canceled, abandoned or otherwise terminated; all renewals due through the Closing Date have been filed, and all applications for registration of Intellectual Property have been duly filed and are in process as of the Closing Date;

(c) The Company is not infringing upon the Intellectual Property rights of any other person or entity in any respect, and has not received any notice of infringement upon or conflict with respect to Intellectual Property of any other person or entity;

(d) The Company has not received any notice challenging or questioning the validity or effectiveness of any license or agreement held by the Company with respect to any Intellectual Property;

(e) The Company has not granted any other person or entity any rights with respect to any of the Intellectual Property;

(f) The Company has valid rights to sell and distribute each of the products currently being sold and distributed by it, including without limitation with respect to the programs and data received from third parties which are included or embedded in such products pursuant to valid license agreements;

(g) To the knowledge of the Company and/or the Shareholders, no person is using any intellectual property that is confusingly similar to, which infringes upon, or which violates the Company's rights with respect to the Intellectual Property; and

(h) There are, and immediately after the Closing will be, no restrictions or other limitations pursuant to any contracts or arrangements with any party, or pursuant to any orders, decisions, injunctions, judgments, awards or decrees of any governmental authority on the Company's right to own and use exclusively the name and mark "Compliance Data Center" or "CDC" or any variation thereof in the conduct of its business as presently conducted.

4.16 Labor Matters. Within the last three (3) years, the Company has not

been the subject of any union activity or labor dispute, nor has there been any strike of any kind called, or threatened to be called against it, and it has not violated any applicable federal or state law, rule or regulation relating to labor or labor practices, including without limitation employment discrimination laws relating to age, gender, ethnicity or minority status or sexual preference, and is not a party to any collective bargaining agreement. The Company is not bound by or subject to any labor agreement, union agreement or collective bargaining agreement.

4.17 ERISA and Related Matters.

4.17.1 The term "Plan" shall include each bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay,

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hospitalization and other medical, life and other insurance pension or retirement, profit sharing, stock appreciation rights, supplemental unemployment, layoff, consulting, fringe benefit including, but not limited to, vacation, paid holidays, personal leave, or any similar plan, program, agreement, arrangement, payroll procedure, policy or understanding (other than arrangements involving the timing of payment of wages) sponsored, maintained or contributed to by the Company or by any trade or business, whether or not

incorporated, that together with the Company would be deemed a "single employer" within the meaning of Section 4001(a)(14) of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA") (an "ERISA Affiliate"), whether or not subject to the laws of a country or jurisdiction other than the United States, for the benefit of any current or former employee, director, or independent contractor of the Company whether foreign or domestic and whether formal or informal and whether legally binding or not with respect to which the Company or any ERISA Affiliate has or may in the future have any liability or obligation to contribute or make payments of any kind.

4.17.2 Schedule 4.17 contains a true and complete list of each Plan.

The Company has heretofore made available to the Purchaser correct and complete copies of each of the Plans. The Assets are not subject to a Lien imposed under ERISA or the Internal Revenue Code of 1986, as amended (the "Code"), with respect to any Plan subject to ERISA.

4.17.3 Neither the Company nor any ERISA Affiliate is contributing to, is required to contribute to, or has contributed within the last six (6) years to, any Multiemployer Plan, and neither the Company nor any ERISA Affiliate has incurred within the last six (6) years, or reasonably expects to incur, any "withdrawal liability," as defined under Section 4201 et seq. of
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ERISA.

4.17.4 Except as described in Schedule 4.17, with respect to each

Plan: (i) no condition or event exists or is expected to occur that could subject, directly or indirectly, the Company or any ERISA Affiliate to any material liability, contingent or otherwise, or the imposition of any lien on the assets of the Company or any ERISA Affiliate under the Code or Title IV of ERISA whether to the Pension Benefit Guaranty Corporation, the Internal Revenue Service, or any other person; and (ii) all contributions, premiums or payments accrued, in whole or in part, under each Plan or with respect thereto as of the Closing will be paid by the Company, on or prior to Closing or, if later, within the time period permitted by ERISA and the Code.

4.17.5 Except as disclosed on Schedule 4.17, neither the execution

and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any material payment (including, without limitation, severance, or unemployment compensation) becoming due to any employee of the Company.

4.18 Certain Payments. Neither the Company nor any officer, employee, agent

or affiliate of the Company, including, without limitation, Green, has, directly or indirectly, given or agreed to give or solicited or received any gift, rebate or similar benefit to any customer, supplier, governmental employee or other Person which (i) might subject the Company or AqSub

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to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past might have had an adverse effect on the assets, business or operation of the Company or (iii) if not continued in the future might adversely affect the assets, business, operations or prospects purchased by AqSub hereunder.

4.19 Customers. Except as described in Exhibit 4.19, the Company has not

lost, during the past eighteen (18) months, any customer or group of related customers or received notice of the possibility of any such loss, which accounted for more than five percent (5%) of the aggregate fees received, or products and services furnished by it during such period.

4.20 Insurance. Except with respect to the Excluded Assets, Exhibit 4.20

sets forth a complete and accurate list of all insurance contracts (and their expiration dates), including all policies of fire, liability (including products and environmental liability), workers' compensation, casualty, business interruption and all other forms of insurance owned, held by or maintained by or on behalf of the Company. Copies of all such insurance contracts have been delivered to Equifax. All such contracts are valid, outstanding, and enforceable policies, provide insurance coverage typical for the type of business engaged in by the Company, and provide that they will remain in full force and effect through at least the respective dates set forth in Exhibit 4.20 without payment

of additional premiums; and will not in any way be effected by, or terminate or lapse by reason of the transactions contemplated by this Agreement. The liability, workers' compensation and casualty insurance policies extend coverage and insure the liability associated with each and every suit, action, proceeding, claim or investigation listed on Exhibit 4.11. There presently are

no claims outstanding, nor, to the best of the Company's knowledge, any basis therefor, under any of the policies listed on Exhibit 4.13, except as disclosed

on Exhibit 4.11. Attached as Exhibit 4.20 is a schedule setting forth the claims

and loss history of the Company for the three (3) years prior to Closing under all policies of worker's compensation insurance, employers' liability insurance, general liability insurance and automobile liability insurance, property insurance and errors and omissions insurance.

4.21 Approvals. No filing or registration with, and no consent, approval, permit, authorization, license, certificate or order of any governmental authority is required by any applicable law or by any applicable judgment, order or decree or any applicable rule or regulation of any governmental authority to permit the Company or Green to execute, deliver or perform this Agreement or any document, instrument or agreement required to be executed by such party at or prior to the Closing.

4.22 Transactions with Affiliates. Except as described in Exhibit 4.22, since June 30, 2000, the Company has not purchased, leased or otherwise acquired any property or assets or obtained any property or assets or obtained any services from, or sold, leased or otherwise disposed of any property or assets or provided services to (except with respect to remuneration for services rendered as an officer or employee of the Company in the ordinary course), (i) any employee of the Company, (ii) any Shareholder, (iii) any Person that is, directly or indirectly, controlled by any Shareholder, or (iv) any member of the immediate family of a Shareholder (for purposes of this Section 4.22, each such Person is referred to as an "Affiliate"). Except as set

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forth in Exhibit 4.22, (a) the contracts, instruments and agreements listed on Exhibit 4.13 do not include any obligation or commitment between the Company and any Affiliate, (b) the assets of the Company do not include any receivable or other obligation from an Affiliate to the Company, and (c) the liabilities reflected in the Financial Statements, and those on the books and records of the Company as of the Closing Date, do not include any obligation or commitment of any Affiliate.

4.23 Environmental and Safety Matters. Except as set forth on Exhibit 4.23 hereto: (i) the Company is and, without exception, has been in compliance with all applicable Environmental Laws (as defined below) and all permits, licenses and authorizations required thereunder for (a) the Leased Properties and any properties owned or leased by the Company in the past, and (b) the conduct of its business, (ii) no spill, release, disposal, burial or placement of any material regulated under Environmental Laws (hereinafter "Hazardous Materials") has occurred on, in, at, under or about any of the Company's past or present property or facilities, and no other event has occurred or is pending or likely to occur which could result in a material liability under Environmental Laws for the Company or its predecessor(s) in interest. A complete list of all material permits, licenses or other authorizations held by the Company pursuant to Environmental Laws for the operation of the Leased Properties and the conduct of the business of the Company, and the expiration date of each, is set forth on Exhibit 4.23 hereto. The Company has made available to AqSub or its advisors or consultants true, complete and correct copies of all environmental reports, analyses, tests or monitoring in the possession of or available to the Company pertaining to any Leased Property or any other property owned or leased by the Company in the past. Exhibit 4.23 contains a list of all the Property and other

facilities to which Hazardous Materials from the Company have been taken in the past. As used in this Agreement, "Environmental Laws" shall mean all federal, state or local laws, rules, regulations, ordinances or other similar standards relating to protection of the environment and worker health and safety.

4.24 Agreement Does Not Violate Other Instruments. Except as set forth on Exhibit 4.24, the execution and delivery of this Agreement by the Company and the Shareholders do not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Articles of Incorporation, as amended, or Bylaws, as amended, of the Company or violate or constitute an occurrence of default under any provision of, or conflict with, or result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement or instrument, or any order, judgment, decree or other arrangement to which the Company is a party or by which it is bound or its assets are affected.

4.25 Exhibits. All Exhibits attached hereto are true, correct and complete.

Matters disclosed on each Exhibit shall be deemed disclosed only for purposes of the matters to be disclosed in such Exhibit and shall not be deemed to be disclosed for any other purpose, unless expressly provided therein. No statement contained herein or in any certificate, Exhibit, document or other instrument furnished to Equifax pursuant to the provisions hereof contains any

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untrue statement of any material fact or omits to state a material fact necessary in order to make the statement contained herein or therein not misleading.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS.

Each Shareholder, severally but not jointly, represents and warrants to Equifax and AqSub as follows:

5.1 Authority. Such Shareholder is a trust duly organized, validly

existing and in good standing under the laws of its jurisdiction of incorporation, (b) the execution, delivery and performance by such Shareholder of this Agreement and each and every agreement, document and instrument contemplated hereby have been duly authorized and approved by all necessary action on the part of such Shareholder, and (c) the execution and delivery by such Shareholder of this Agreement and the other agreements, documents and instruments contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not require the act or consent of any other Person.

5.2 Ownership of Shares. Such Shareholder owns, beneficially and of

record, each of the shares of Common Stock shown as being held by such Shareholder on Exhibit 4.3 hereto, free and clear of all liens, claims, charges, security interests or other encumbrances of any type or nature whatsoever. Such Shareholder does not own, beneficially or of record, either directly or indirectly, more than one percent (1%) of the capital stock or other equity or ownership or proprietary interest in any Person that is in competition with the Company. There are no outstanding options, warrants, calls or commitments granted by such Shareholder with respect to the shares of Common Stock shown as being owned by such Shareholder on Exhibit 4.3 hereto.

5.3 Agreement Does Not Violate Other Instruments. The execution and

delivery of this Agreement and the other documents, instruments and agreements contemplated hereby by such Shareholder do not, and the consummation of the transactions contemplated hereby will not, violate or constitute an occurrence of default under any provision of, or conflict with, or result in any acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement or instrument, or any order, judgment, decree or other arrangement to which either the Company or such Shareholder is a party or by which any such party is bound or their assets affected. No Shareholder is a party to any contract or obligation whereby there has been granted to any person an absolute or contingent right to purchase, obtain or acquire any rights in any of the Assets or Business, except with respect to the Excluded Assets.

5.4 Litigation and Claims. Except as otherwise set forth on Exhibit 5.4

hereto, there is no suit, action, proceeding, claim or investigation pending or the knowledge of such Shareholder, threatened against or affecting such Shareholder which would have a material adverse effect on the assets, business or financial condition of such Shareholder or the Company or the ability of such Shareholder to consummate the transactions contemplated hereby.

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5.5 Certain Payments. The Shareholders and their Affiliates, directly or

indirectly, have not given or agreed to give or solicited or received any gift, rebate or similar benefit to any customer, supplier, governmental employee or other Person which might subject the Company or AqSub to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (i) if not given in the past might have had an adverse effect on the Assets, Business or operation of the Company, or (ii) if not continued in the future might adversely effect the Assets, Business, operations or prospects of the Company.

5.6 Intentionally Omitted.

5.7 Company Representations. To the best knowledge of each Shareholder,

the representations and warranties of the Company contained in Section 4 hereof are true and correct in all respects.

6. REPRESENTATIONS AND WARRANTIES OF EQUIFAX AND AQSUB.

Equifax and AqSub, jointly and severally, represent and warrant to the Company as follows, and Equifax represents and warrants to Company only as to Section 6.2 and 6.3 with respect to itself):

6.1 Organization and Standing. Equifax and AqSub are corporations duly

organized, validly existing and in good standing under the laws of the State of Georgia.

6.2 Corporate Power and Authority. Equifax and AqSub have the full

corporate power and authority to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act, approval or consent of any other person or entity whomsoever. The execution, delivery and performance by Equifax and AqSub of this Agreement and each and every agreement, document and instrument provided for herein have been duly authorized and approved by the Board of Directors of Equifax and AqSub, and the Executive Committee of Equifax. This Agreement, and each and every other agreement, document and instrument to be executed, delivered and performed in connection herewith constitute or will, when executed and delivered, constitute the valid and binding obligations of Equifax and AqSub enforceable against it in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles, or similar laws from time to time in effect affecting the enforcement of creditors' rights generally.

6.3 Agreement Does Not Violate Other Instruments. The execution and

delivery of this Agreement by Equifax and AqSub does not, and the consummation of the transactions contemplated hereby will not, violate any provisions of the Articles of Incorporation, as amended, or Bylaws, as amended, of Equifax or AqSub or violate or constitute an occurrence of default under any provision of, or conflict with, result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement, instrument, or any order, judgment,

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decree or other arrangement to which it is a party or by which it is bound or its assets are affected.

6.4 Stock Will be Validly Issued. Upon consummation of the Transaction as

herein contemplated and satisfaction of all other terms and conditions hereof, the shares of Equifax Common Stock to be issued to the Company pursuant hereto will be duly authorized, validly issued and outstanding, fully paid and nonassessable.

6.5 Statements True and Correct. No statement contained herein or in any

certificate, Exhibit, document or other instrument furnished to the Company or the Shareholders pursuant to the provisions hereof concerning Equifax or AqSub contains any untrue statement of any material fact or omits to state a material fact necessary in order to make the statement contained herein or therein not misleading.

6.6 Filings True and Correct. As of their respective dates, Equifax's (i)

Annual Reports on Form 10-K for the years ended December 31, 1999 and December 31, 1998 as filed with the SEC, (ii) proxy statements relating to all of Equifax's meetings of stockholders (whether annual or special) since October 13, 1998 and (iii) all other reports, statements and registration statements (including Quarterly Reports on Form 10-Q and current Reports on Form 8-K) filed by Equifax since October 13, 1998, including all exhibits and schedules thereto and documents incorporated by reference therein (together, the "SEC Filings") did not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Since October 13, 1998, no event has occurred that would require the filing of a Current Report on Form 8-K that has not been filed or otherwise disclosed in the SEC Filings.

7. ADDITIONAL AGREEMENTS OF THE PARTIES.

7.1 Key Employees. The Company and each Shareholder agrees to use its best

efforts to induce the Key Employees to execute employment agreements in the form

of Exhibit 7.1(b) hereto (the "Employment Agreements").

7.2 Intentionally Omitted.

7.3 Covenant Not to Compete. Each of the Shareholders agrees to execute

and deliver at the Closing a Covenant Not to Compete Agreement in the form of
Exhibit 3.12 hereto.
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7.4 Consulting Agreement. At the Closing, Green agrees to execute and

deliver a Consulting Agreement in the form of Exhibit 2.2.6 hereto.

7.5 Escrow Agreement. Each of the Shareholders hereby agrees at the

Closing to deliver an executed Escrow Agreement in the form of Exhibit 7.5

hereto.

7.6 Cooperation With Respect to Approvals. Equifax, AqSub, the Company and

the Shareholders will cooperate in all respects in connection with (i) securing
any nongovernmental

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approvals, consents and waivers of third parties necessary for the consummation
of the transactions contemplated hereby and (ii) giving notices to any
governmental authority, or securing the permission, approval, determination,
consent or waiver of any governmental authority, required by law in connection
with the transactions contemplated hereby.

7.7 Employees Matters.

7.7.1 All employees of the Company (including, but not limited to the
Key Employees) shall be transferred to AqSub, subject to the transferred
employees meeting the standard employment criteria of Equifax and its Affiliates
(the "Transferred Employees"), and the Company and the Shareholders shall use
their reasonable best efforts to assist Equifax in obtaining the employment of
the Transferred Employees.

7.7.2 The Transferred Employees shall be eligible for and to
participate in the benefits of Equifax as offered to employees of Equifax in
such similar position as the Transferred Employee, provided, however, that if
Equifax should so request, the Company shall cooperate as necessary to permit
Equifax to continue to provide all or certain of the Company's welfare benefit
plans for the Transferred Employees for a period beginning on the Closing and
ending no earlier than December 31, 2000. Each Transferred Employee further is
eligible to receive credit for his or her length of service with the Company for
such benefits plans of Equifax that are similar to those of the Company to which
the Transferred Employee was a participant prior to and on the Closing Date. In
no event shall the provisions of the previous sentence apply to (i) Equifax Inc.
U.S. Retirement Income Plan and (ii) Equifax Inc. Severance Plan for Salaried
Employees.

7.8 Certain Tax Matters. The Company and the Shareholders, jointly and

severally, shall be responsible for the payment of and shall pay all federal,
state, local or foreign taxes of the Company due any taxing authority with
respect to all periods up to and including the Closing Date and periods after
the Closing Date.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF EQUIFAX AND AQSUB.

The obligations of Equifax and AqSub to consummate the transactions
contemplated by this Agreement shall be subject to the satisfaction, on or
before the Closing Date, of each and every one of the following conditions, all
or any of which may be waived in writing, in whole or in part, by Equifax and
AqSub for purposes of consummating such transactions, but without prejudice to
any other right or remedy which Equifax may have hereunder as a result of any
misrepresentations by, or breach of any covenant or warranty of any Shareholder
or the Company contained in this Agreement or any other certificate or
instrument furnished by any Shareholder or the Company hereunder:

8.1 Representations True at Closing. The representations and warranties

made by the Shareholders and the Company in this Agreement, the Exhibits hereto
or any document or instrument delivered to Equifax or its representatives
hereunder shall be true and correct in all

material respects on the Closing Date hereunder with the same force and effect as though such representations and warranties had been made on and as of such time (except for changes contemplated by this Agreement or occurring in the ordinary course of business which do not singly or in the aggregate have a material adverse effect on the business, operations or financial condition of the Company).

8.2 Covenants of the Shareholders and the Company. The Shareholders and -----

the Company shall have duly performed all of the covenants, acts and undertakings to be performed by them on or prior to the Closing Date and they shall deliver to Equifax certificates dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth in Section 8.1 hereof. Such certificates shall be deemed representations and warranties of the Shareholders and the Company hereunder.

8.3 No Injunction Etc. No action, proceeding, investigation, regulation or -----

legislation shall have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain, prohibit, or obtain substantial damages in respect of, or which is related to, or arises out of, this Agreement or the consummation of the transactions contemplated hereby, or which is related to or arises out of the business of the Company or the Shareholders, if such action, proceeding, investigation, regulation or legislation, in the judgment of Equifax, would make it inadvisable to consummate such transactions.

8.4 Opinion of Counsel. A favorable opinion of Bryan Cave LLP and Walther, -----

Key, Maupin, Oats, Cox, Klaich & Legoy, counsel for the Shareholders and the Company, shall have been delivered to Equifax, dated as of the Closing Date, substantially in form and substance of the opinion attached hereto as Exhibit

8.4.
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8.5 Consents and Waivers. Equifax shall have received from the -----

Shareholders and the Company a true and correct copy of each consent and waiver required (a) in Section 2.7 hereof, or (b) for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 Regulatory Approvals. The execution and the delivery of this Agreement -----

and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law.

8.7 Absence of Adverse Changes. Since June 30, 2000, the Company shall not -----

have suffered (a) any change in its financial condition, business, properties or assets which singly or in the aggregate adversely affects the business, assets, operations or financial condition of the Company, or (b) any transaction or event described in Section 4.10 hereof, and the President of the Company shall deliver to Equifax a certificate to such effect.

8.8 Cash and Working Capital. On the Closing Date, the Assets shall -----

include cash of an amount not less than Two Hundred Eighty Thousand Dollars (\$280,000) and Working Capital with an aggregate value of not less than Seven Hundred Thousand Dollars (\$700,000).

8.9 Intentionally Omitted. -----

8.10 Key Employees. Equifax and the Key Employees shall have executed and -----

delivered the Employment Agreements.

9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY AND THE ----- SHAREHOLDERS. -----

The obligations of the Company and the Shareholders to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of each and every one of the following conditions, all or any of which may be waived, in whole or in part, by the Company and the Shareholders but without prejudice to any other right or remedy which the Company and the Shareholders may have hereunder as a result of any misrepresentation by, or breach of any covenant or warranty of Equifax or AqSub contained in this Agreement, or any certificate or instrument furnished by

it hereunder:

9.1 Representations True at Closing. The representations and warranties

made by Equifax and AqSub in this Agreement or any document or instrument delivered to the Shareholders or their representatives hereunder shall be true and correct in all material respects on the Closing Date hereunder with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement.

9.2 Covenants of Equifax. Equifax and AqSub shall have duly performed all

of the covenants, acts and undertakings to be performed by it on or prior to the Closing Date, and a duly authorized officer of Equifax shall deliver to the Shareholders a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 9.1 above. Said certificate shall be deemed a representation and warranty of Equifax hereunder.

9.3 Approvals. The execution and the delivery of this Agreement and the

consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law and all third party consents and approvals have been obtained.

9.4 Opinion of Counsel. A favorable opinion of Hunton & Williams, counsel

for Equifax and AqSub, shall have been delivered to the Company and the Shareholders, dated as of the Closing Date, substantially in form and substance of the opinion attached hereto as Exhibit 9.4.

9.5 Key Employees. Equifax and the Key Employees shall have executed and

delivered the Employment Agreements.

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9.6 No Stop Trade or Delisting of Equifax Common Stock. The Securities and

Exchange Commission shall not have issued a stop transfer order affecting the Equifax Common Stock nor shall the NYSE have delisted the Equifax Common Stock.

10. CLOSING.

10.1 Time and Place of Closing. The Closing shall be held at the offices of

Hunton & Williams, 600 Peachtree Street, N.E., Suite 4100, Atlanta, Georgia 30308, commencing at 10:00 a.m. local time, unless another place or date is agreed to in writing by the Company, the Shareholders, Equifax and AqSub, but in no event will the Closing be held later than October 31, 2000, after which this Agreement may be terminated as provided in Article 12.

10.2 Transactions at Closing. At the Closing, each of the following

transactions shall occur:

10.2.1 The Company's and the Shareholders' Performance. At the

Closing, the Company and the Shareholders shall deliver to Equifax, the following:

(a) such good and sufficient bills of sale, licenses, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment as shall be required or as may be appropriate in order to vest effectively in AqSub good and marketable title to the Assets free and clear of all Liens other than the Assumed Liabilities;

(b) certificates of compliance or certificates of good standing of the Company as of the most recent practicable date from the Secretary of State of the State of Nevada, or other appropriate governmental authority;

(c) certified copies of the resolutions of the Board of Directors of the Company approving the transactions set forth in this Agreement;

(d) opinion of counsel for the Shareholders and the Company in the form of Exhibit 8.4;

(e) the Covenant Not to Compete to be delivered by each of the Shareholders, as contemplated by Section 3.12;

(f) incumbency certificates from the officers of the Company executing this Agreement or any agreement delivered ancillary hereto;

(g) satisfactory evidence of approvals described in Section 3.5;

(h) executed Escrow Agreement for the Shareholders in the form of Exhibit 7.5 hereto, as contemplated by Section 7.5 hereof;
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(i) executed Consulting Agreement in the form of Exhibit 2.2.6,

hereof, as contemplated by Section 2.3.4 hereof;

(j) the investment letter and investment questionnaire to be delivered by each of the Shareholders, as contemplated by Section 3.11; and

(k) such other evidence of the performance of all covenants and satisfaction of all conditions required of the Company and the Shareholders by this Agreement, at or prior to the Closing, as Equifax or its counsel may reasonably require.

10.2.2 Performance by Equifax and AqSub. At the Closing, Equifax and

AqSub shall deliver to the Shareholders, the following:

(a) certificates of Equifax Common Stock, duly issued, to the Company, as contemplated by Section 2.2.1 hereof (less the Escrowed Amount);

(b) cash, by certified check or wire transfer, payable to the Company for an amount equal to the Cash Consideration;

(c) satisfactory evidence of the approvals;

(d) certified copies of resolutions of the Board of Directors of AqSub and the Executive Committee of Equifax approving the transactions set forth in this Agreement;

(e) incumbency certificate for the officers of Equifax and AqSub executing this Agreement and any agreement delivered ancillary hereto;

(f) executed Escrow Agreement in the form of Exhibit 7.5 hereto, as contemplated by Section 7.5 hereof; and

(g) such other evidence of all covenants and satisfaction of all conditions required of Equifax or AqSub by this Agreement, as the Shareholders or their counsel may reasonably require.

10.2.3 Escrow. At the Closing, the Company shall deliver to the

Escrow Agent the Escrowed Amount.

10.2.4 Key Employees. At the Closing, Equifax and the Key Employees

shall execute and deliver the Employment Agreements.

11. SURVIVAL OF REPRESENTATION AND WARRANTIES; INDEMNIFICATION. -----

11.1 Survival of Representations and Warranties of the Shareholders and

the Company; Indemnification.
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11.1.1 All representations and warranties by the Shareholders and the Company in this Agreement, the Exhibits hereto, or in any document or instrument executed and delivered pursuant hereto are material, have been relied upon by Equifax and AqSub, shall survive the Closing hereunder and shall not merge in the performance of any obligation by any party hereto. Any examination, inspection or audit of the properties, financial condition or other matters of the Company and its business conducted by Equifax or on its behalf on or prior to the Closing Date shall in no way limit, affect or impair the ability of Equifax and AqSub to rely upon the representations, warranties, covenants and obligations of the Shareholders and the Company set forth herein.

11.1.2 Subject to Section 11.4 hereof, each Shareholder and the Company, jointly and severally, hereby agrees to indemnify and hold Equifax and AqSub harmless from and against all liability, loss, damage, or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any investigation or suit related thereto) arising from (i) any misrepresentation, or breach of any covenant or warranty of the Company contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by the Company hereunder; (ii) any claim for

workers' compensation that relates to an occurrence prior to Closing, to the extent not covered by insurance maintained by the Company prior to Closing; (iii) the assertion by any taxing authority against the Assets, the Business, Equifax or AqSub of any liability for taxes, assessments, fees, charges, additions to tax, interest or penalties, federal, state, local, foreign or other relating to the Company for any period or relating to the Assets for a period or event prior to and through the Closing Date, or the imposition of any lien or other encumbrance arising therefrom against the Assets or the Business or which attach thereto; (iv) any suit, action, proceeding, claim or investigation, pending or threatened, or which may be filed in the future, which relates to the operations of the Company prior to the Closing or the Company's officers, directors, employees or affiliates prior to the Closing, including, but not limited to, the development, maintenance, use, licensing, sublicensing, exploitation or distribution of the System, Data Warehouse or any component thereof, regardless of whether it is disclosed on Exhibits 4.11, 4.12, 4.14.1, 4.14.2, 4.14.3, 4.14.4 or 4.14.5 hereto; (v) any suit, action, proceeding, claim

or investigation arising from any claim by or on behalf of any party of any direct, equitable or beneficial interest in the Company; (vi) any claim for a debt, obligation or liability of the Company or any Shareholder which is not specifically assumed by AqSub; (vii) the Company's failure to conduct its business so as to comply in all respects with any and all applicable foreign, domestic, federal, state and local laws, statutes, ordinances, rules, regulations, and orders of any governmental agency, including, without limitation, the Fair Credit Reporting Act and the Gramm Leach Bliley Act, both as amended through the date hereof, and any state laws similar to such acts; (viii) any suit, action, proceeding or claim made or instituted by Auricom Corporation ("Auricom") or any affiliate, agent or owner of Auricom as a result of or relating to the termination by the Company of any contract, agreement or arrangement between Auricom, its affiliates, agents or owners, on the one hand, and the Company, on the other hand, including, without limitation, that certain Agreement, dated as of January 8, 1991, by and between Auricom and the Company, regardless of whether such suit, action, proceeding or claim

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is based on AqSub or Equifax tortuously interfering with Auricom's contractual relations; or (ix) any claim or right, or any alleged claim or right, of third persons by virtue of application of bulk sales laws, laws relating to sales and use taxes or otherwise which may be asserted against any of the Assets in connection with the transactions contemplated by this Agreement.

11.1.3 Subject to Section 11.4, each Shareholder and the Company, severally and not jointly, hereby agrees to indemnify and hold Equifax and AqSub harmless from and against all liability, loss, damage, or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any investigation or suit related thereto) arising from any misrepresentation, or breach of any covenant or warranty of such Shareholder or the Company contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by such Shareholder or the Company hereunder.

11.2 Survival of Representations and Warranties of Equifax and AqSub;

Indemnification. All representations, warranties, agreements, covenants and

obligations made or undertaken by Equifax and AqSub in this Agreement or in any document or instrument executed and delivered pursuant hereto are material, have been relied upon by the Shareholders, shall survive the Closing and shall not merge in the performance of any obligation by any party hereto. Subject to Section 11.4 hereof, Equifax (with respect to its misrepresentations and breaches only), and AqSub agree to indemnify and hold the Shareholders harmless from and against all liability, loss, damage or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any suit related thereto) suffered or incurred by the Shareholders arising from any misrepresentations, or breach of any covenant or warranty of Equifax (with respect to its misrepresentations and breaches only), Equifax or AqSub contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by Equifax (with respect to its misrepresentation or omission only), or AqSub hereunder.

11.3 Indemnification Procedure.

11.3.1 Any party entitled to indemnification hereunder (the "Indemnified Party") shall notify the party obliged to indemnify (the "Indemnifying Party") promptly after it becomes aware of any suit, claim, action, proceeding, arbitration or investigation (each, an "Action") as to which indemnity may be sought. In the event that the Indemnifying Party acknowledges in writing its indemnification obligation with respect to any such Action, the Indemnifying Party shall be entitled, at its expense, to control the defense of such Action; provided, however, that (i) counsel for the Indemnifying Party must

be approved by the Indemnified Party (which approval shall not be unreasonably withheld), and (ii) the Indemnified Party may also participate in such defense at its own expense; provided, further, that an Indemnifying Party shall not be

entitled to assume the defense or control of any Action if: (v) the Indemnified Party agrees, in writing, to assume the cost of such Action and forgo any indemnity claimed under this Article 11, (w) in the opinion of legal counsel for the Indemnified Party, such Action involves the potential imposition of a criminal liability on the Indemnified Party, its officers, directors, employees or agents, (x) in

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the opinion of legal counsel for the Indemnified Party, an actual or potential conflict of interest exists where it is advisable for such Indemnified Party to be represented by separate counsel, (y) with respect to AqSub only, failure to stay the enforcement of such Action will result in the imminent risk of sale, forfeiture or loss of the Assets or any material portion thereof or a material disruption in the operation of the business purchased by AqSub pursuant to this Agreement, or (z) with respect to AqSub only, such Action results in the creation of any lien on the Assets or any portion thereof unless the Indemnifying Party shall have filed with the court an appropriate security bond securing payment of any such lien and all costs associated therewith; provided,

however, with respect to clauses (x) and (y) in this Section 11.3.1, the

Indemnified Party shall conduct the defense of the Action in a manner, in the Indemnified Party's reasonable good faith judgment, reasonably designed to avoid or minimize potential damages for which the Indemnifying Party will ultimately be responsible for hereunder. In the circumstances described in the foregoing subsections 11.3.1(v) through (z), (I) the Indemnified Party shall provide notice to the Indemnifying Party of the assumption of the defense by the Indemnified Party and shall be entitled to control and assume responsibility for the defense of such Action, at the cost and expense of the Indemnifying Party; (II) the Indemnifying Party may, in any event, participate in all such proceedings at its own cost and expense; and (III) the Indemnified Party will provide copies of pleadings and other documents necessary to permit the Indemnifying Party to participate in such proceedings or to follow the course of such proceedings.

11.3.2 The failure of the Indemnified Party to give notice as provided herein shall relieve the Indemnifying Party of any obligation under this Article 11 only if and to the extent that such failure materially prejudices the ability of the Indemnifying Party to defend such action.

11.3.3 In the defense of any such Action, regardless of who is in control thereof, the controlling party shall not, except with the prior written consent of the non-controlling party, consent to entry of any judgment or enter into any settlement, which consent of the non-controlling party will not be unreasonably withheld provided such judgment or settlement includes as an unconditional term thereof the giving by the claimant or plaintiff to the non-controlling party of a release from liability with respect to such claim or litigation and, in the case of indemnification under Section 11.1 hereof, would not result in a material impairment of AqSub's ability to conduct the business of the Company in the ordinary course.

11.3.4 In the defense of any such Action, regardless of who is in control thereof, the Indemnifying Party and the Indemnified Party shall cooperate fully with each other, and shall cause their legal counsel, accountants and affiliates to do so, and shall make available to the other party all relevant books, records and information (in such party's control) during normal business hours, and shall furnish to each other, at the Indemnifying Party's expense, such other assistance as the other party may reasonably require in connection with such defense.

11.4 Limits on Indemnification Obligation. Notwithstanding anything in Sections 11.1 or 11.2 to the contrary or in conflict:

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11.4.1 Subject to the applicable statutes of limitation, a claim for indemnification by AqSub may be made at any time based on the representations and warranties contained in Sections 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, 4.11, 4.12, 4.14.2, 4.17, 4.18, 4.22, 5.1 and 5.2 (collectively, "Type I Claims"). Except for Type I Claims, a claim for indemnification by AqSub under this Agreement shall be forever barred unless made by notifying the Company and the Shareholders within two (2) years after the Closing Date.

11.4.2 Except on account of Type I Claims, fraud or matters described in items (iii), (vi), (vii) or (viii) of Section 11.1.2 (for which the Basket shall not apply), neither the Company and the Shareholders, on the one hand, nor AqSub and Equifax, on the other hand, shall be liable under the indemnity provisions of Section 11.1 or Section 11.2, as applicable, in any instance until such time as the aggregate liability under such section exceeds \$125,000 (the

"Basket"), in which event the Company, Shareholders, Equifax or AqSub, as is applicable, shall be liable only to the extent such liability exceeds the Basket.

11.4.3 Except on account of Type I Claims, fraud or matters described in items (iii), (vi), (vii) or (viii) of Section 11.1.2 (for which there shall be no limit on liability), in no event shall the liability of the Company and Green Trust under Section 11.1 exceed, in the aggregate, Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000). Except on account of fraud or matters described in items (iii), (vi) or (vii) of Section 11.1.2 (for which there shall be no limit on liability), in no event shall the liability of Tanner Trust under Section 11.1 exceed, in the aggregate, Two Million Dollars (\$2,000,000). Except on account of fraud, in no event shall the liability of Equifax and AqSub under Section 11.2 exceed, in the aggregate, Eight Million Two Hundred Fifty Thousand Dollars (\$8,250,000).

11.5 Escrow First. Except as otherwise set forth in this Agreement, Equifax

and AqSub agree to proceed against the Escrowed Amount prior to seeking indemnification from the Company or the Shareholders.

11.6 Guaranty.

11.6.1 In consideration of the execution and delivery by Equifax and AqSub of this Agreement and the purchase of the Assets by AqSub hereunder, Tanner (as to the obligations of the Tanner Trust only) and Green (as to the obligations of the Green Trust only), as primary obligor and not as surety merely, hereby guarantee absolutely and unconditionally to Equifax and AqSub the due and punctual payment, when and as due, and performance of all obligations of the Tanner Trust or the Green Trust, as the case may be, under this Agreement, including, but not limited to, the indemnification obligations of the Tanner Trust or the Green Trust, as the case may be, under Article 11 hereof, whether now existing or hereafter arising (hereinafter referred to as the "Guaranteed Obligations"), and agree to pay any and all expenses (including, but not limited to, reasonable legal fees and disbursements) which may be incurred by Equifax and/or AqSub in enforcing its rights under this Guaranty. The liability of the Guarantors under this Guaranty is primary, unlimited and unconditional, and shall be effective regardless of the solvency or insolvency of the Tanner Trust or the Green Trust, as the case may be, at any time,

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the extension or modification of any of the Guaranteed Obligations by operation of law or the subsequent dissolution, winding up or termination of the Tanner Trust or the Green Trust, as the case may be, or any change in their nature or ownership. Tanner (as to the Tanner Trust only) and Green (as to the Green Trust only) acknowledge, agree and confirm that this is a guaranty of payment and not of collection only and that demand for payment may be made hereunder on any number of occasions in the amount of all or any portion of the Guaranteed Obligations then due and no single demand shall exhaust the rights of Equifax and/or AqSub hereunder.

11.6.2 Payment by Guarantor. If the Shareholders shall fail to pay,

when due and payable, any Guaranteed Obligation, Green (as to the Green Trust) and Tanner (as to the Tanner Trust), as the case may be, will, without demand or notice, immediately pay the same to Equifax and/or AqSub. All payments by Green and/or Tanner under this section shall be made without any setoff, counterclaim or deduction whatsoever, and in the same currency and funds as are required to be paid by the Shareholders.

11.6.3 Waiver. Green (as to the obligations of the Green Trust) and

Tanner (as to the obligations of the Tanner Trust) waive without any requirement of any notice to or further assent by such guarantor, to the fullest extent permitted by applicable Law, (i) diligence, presentment, demand, protest and notice of any kind whatsoever, (ii) any requirement that Equifax and/or AqSub exhaust any right or take any action against any obligor or other person for the Guaranteed Obligations, (iii) the benefit of all principles or provisions of applicable Law which are or might be in conflict with the terms of this Section 11.6, including, without limitation, Section 10-7-24 of the Official Code of Georgia Annotated, (iv) notice of acceptance hereof, (v) all other notice to which such guarantor or Shareholder might otherwise be entitled, (vi) all defenses, set-offs and counterclaims of any kind whatsoever (but not the right to bring an independent action), (vii) notice of the existence or creation of any Guaranteed Obligations, (viii) notice of any alteration, amendment, increase, extension or exchange of any of the Guaranteed Obligations, (ix) notice of any amendments, modifications or supplements to this Agreement or any document or agreement entered into in connection herewith, (x) the right to require the Equifax and/or AqSub to proceed against any Obligor.

11.7 Exclusive Remedy. Except for remedies that cannot be waived as a

matter of law, including without limitation, claims under applicable state and

federal securities laws and fraud claims, the remedies provided for in this Article 11 shall be the sole and exclusive remedies of the parties hereunder and shall preclude assertion by any such party of any other rights or the seeking of any other remedies (whether in contract, tort or otherwise) against another party hereto with respect to any matter covered by the indemnification provisions contained in this Article 11; provided that nothing herein shall be construed or interpreted as limiting or impairing the rights or remedies that the parties hereto may have in equity for injunctive relief or specific performance.

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12. TERMINATION.

12.1 Method of Termination. This Agreement constitutes the binding and

irrevocable agreement of the parties to consummate the transactions contemplated hereby, the consideration for which is (a) the covenants set forth in Articles 3 and 7 hereof, and (b) expenditures and obligations incurred and to be incurred by AqSub, Equifax, the Company and the Shareholders in respect of this Agreement, and this Agreement may be terminated or abandoned only as follows:

12.1.1 by the mutual consent of AqSub and the Company;

12.1.2 by AqSub on or after October 31, 2000, if any of the conditions set forth in Article 8 hereof, to which the obligations of Equifax and AqSub are subject, have not been fulfilled or waived, unless such fulfillment has been frustrated or made impossible by any act or failure to act of Equifax or AqSub;

12.1.3 by the Company on or after October 31, 2000, if any of the conditions set forth in Article 9 hereof, to which the obligations of the Company and Shareholders are subject, have not been fulfilled or waived, unless such fulfillment has been frustrated or made impossible by any act or failure to act of the Company or the Shareholders.

13. GENERAL PROVISIONS.

13.1 Notices. All notices, requests, demands and other communications

hereunder shall be in writing and shall be delivered by hand or overnight courier or mailed by registered or certified mail, return receipt requested, first class postage prepaid, addressed (or sent) as follows:

If to the Company, at:

Compliance Data Center, Inc.
310 Dorla Ct., Suite 202
Zephyr Cove, Nevada 89448-0515

If to Green or Green Trust, at:

Richard L. Green
P.O. Box 499
Zephyr Cove, Nevada 89448-0499

With a copy to:

Steven A. Saide, Esq.
Bryan Cave LLP
245 Park Avenue
New York, NY 10167-0034

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If to Tanner or Tanner Trust, at:

Louise Tanner
1253 Sunset Cliffs Boulevard
San Diego, CA 92107

With a copy to:

Proctor Hug, Esq.
Walther, Key, Maupin, Oats, Cox,
Klaich & Legoy
P.O. Box 30000
Reno, Nevada 89520

If to Equifax or AqSub, at:

Equifax Credit Information Services, Inc.
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Charles Y. Hoff, Senior Vice President

and Assistant General Counsel
With a copy to:

Hunton & Williams
Bank of America Plaza - Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308
Attention: Joseph B. Alexander, Jr., Esq.

If delivered personally or by overnight courier, the date on which a notice, request, instruction or document is delivered shall be the date on which shall delivery is made and, if delivered by mail, the date on which such notice, request, instruction or document is received shall be the third business day following the date of mailing. Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 13.1.

13.2 Brokers. Equifax, on the one hand, and the Shareholders and the

Company, on the other, represent and warrant to each other that no broker or finder has acted for them or any entity controlling, controlled by or under common control with them in connection with this Agreement.

13.3 Further Assurances. At any time, and from time to time, after the

Closing Date, the Shareholders shall execute such additional instruments and take such actions as may be

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reasonably requested by Equifax to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

13.4 Waiver. Any failure on the part of any party hereto to comply with any

of its obligations, agreements or conditions hereunder may be waived by the party or parties to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be effective unless it is made in writing and delivered as provided in this Agreement.

13.5 Expenses. All expenses incurred by the parties hereto in connection

with or related to the authorization, preparation and execution of this Agreement and the Closing of the transactions contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party or parties which has incurred the same, except that all expenses of the Company shall be borne solely by the Shareholders.

13.6 Binding Effect. This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective successors and assigns.

13.7 Headings. The section and other headings in this Agreement are

inserted solely as a matter of convenience and for reference, and are not and shall not be deemed to be a part of this Agreement.

13.8 Entire Agreement. This Agreement constitutes the entire agreement

between the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, among the parties hereto relating to the transactions contemplated hereby or the subject matter herein. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by both parties.

13.9 Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of the State of Georgia.

13.10 Counterparts. This Agreement may be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.11 Number and Gender. Whenever the context requires, references in this

Agreement to the singular number shall include the plural, the plural number shall include the singular and words denoting gender shall include the masculine, feminine and neuter.

13.12 Exhibits Incorporated. All Exhibits attached hereto are incorporated

herein by reference.

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13.13 Confidentiality; Public Announcements. The Company, each Shareholder

and Equifax agree that each will maintain the confidentiality of the terms and provisions of this Agreement and the information and materials marked as Confidential and delivered to them or made available for their inspection pursuant to this Agreement. In the event the Closing does not occur, the Company, each Shareholder and Equifax will as soon as practicable return all material of or concerning the other party obtained from such other party then in their possession and hereby covenant to keep confidential any information concerning the other party and ascertained from their review for a period of two years commencing upon the termination of this Agreement. Notwithstanding the foregoing, the prohibitions and restrictions set forth in this Section 13.13 shall not apply to any information (a) in the public domain not as a result of the violation of Equifax's, any Shareholder's or the Company's undertaking herein, (b) available to Equifax, the Shareholders or the Company on a non-confidential basis without regard to the disclosure by Equifax, the Shareholders or the Company to the other party, (c) available to Equifax, the Shareholders or the Company from a source other than the other party (provided that such source in so acting is not violating any duty or agreement of confidentiality), or (d) required to be disclosed by any law, rule or regulation.

No party hereto shall, without the approval of the other parties hereto, make any press release or other public announcement concerning the transactions contemplated by this Agreement unless such party determines in good faith, based on the advice of legal counsel, that such disclosure is required by law, in which case that party will consult with the other prior to making such disclosure.

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IN WITNESS WHEREOF, each party hereto has executed or caused this Agreement to be executed on its behalf, all on the day and year first above written.

EQUIFAX INC.:

/s/ William V. Catucci

William V. Catucci
Executive Vice President

AQSUB:

EQUIFAX ACQUISITION, INC.

/s/ William V. Catucci

William V. Catucci
President

COMPANY:

COMPLIANCE DATA CENTER, INC.

/s/ Richard L. Green

Richard L. Green
C.E.O.

SHAREHOLDERS:

RICHARD L. AND BONNIE J. GREEN LIVING
TRUST, OCTOBER 7, 1998

/s/ Richard L. Green

Richard L. Green
Trustee

LOUISE BRANTLEY TANNER 1991 LIVING TRUST

/s/ Louise Brantley Tanner

Louise Brantley Tanner
Trustee

GUARANTORS:

/s/ Richard L. Green

Richard L. Green, individually

/s/ Louise Brantley Tanner

Louise Brantley Tanner, individually

Exhibit -----	Title -----	Comments -----
2.1	Excluded Assets	
2.2.1	Issuance Instructions for Equifax Shares	
2.2.2	Cash Wiring Instructions	
2.2.6	Consulting Agreement	
2.4.1	Agreements and Obligations Terminated Prior to Closing	
2.5	Allocation of Purchase Price	
2.7	Contracts/Agreements/Leases Requiring Consent to Assignment	
3.1	Exceptions to Company Operating As Usual to Closing	
3.11	Investment Letter & Investor Questionnaire	
3.12	Covenant Not to Compete	
3.13	Directors & Officers of AqSub	
3.14	Registration Rights Agreement	
4.1	State Qualifications	
4.2(a)	CDC Articles of Incorporation	
4.2(b)	CDC By-Laws	
4.3	CDC Shareholder List	
Exhibit -----	Title -----	Comments -----
4.5	Unaudited Financial Statements 1997, 1998 and 1999, and Interim Financial Statements as of June 30, 2000	
4.6	Outstanding Federal, State, Foreign and Local Tax Filings	
4.7	Outstanding Tax Audits	
4.8	All Assets and Leased Property	
4.8.2	Leases and Agreements Requiring Consent	
4.8.4	Notices of Violations	
4.9.2	Security Agreements Securing Accounts Payable	
4.10	Material Changes Since December 31, 1999	
4.11	Pending Litigation and Claims	
4.12	Pending Charges, Governmental Investigations and Regulatory Violations	
4.12.1	Exceptions to Transfer of Licenses, Certificates, Permits or Franchises Upon Sale	
4.13	List of Contracts, Subscriber Agreements (with notations of deviations from standard agreements), Leases, and Insurance Policies	
Exhibit -----	Title -----	Comments -----

4.14	Licensed and Sublicensed Software
4.14.1	Software and Hardware
4.14.5	Data Warehouse Data Subject to Licenses
4.15	Intellectual Property
4.17	ERISA and Related Matters
4.19	Lost Customers/Customer Groups of 5% or More Aggregate Fees or Services
4.20	Insurance Policies
4.22	Transactions with Affiliates
4.23	Environmental Violations, Environmental Permits and Property From Which Hazardous Materials Have Been Removed
4.24	Violations of Other Instruments by Agreement

<TABLE>
<CAPTION>

Exhibit -----	Title -----	Comments -----
<S>	<C>	<C>
5.4	Pending Litigation and Claims Against Shareholders	
7.1(b)	Employment Agreement for Key Employees	H&W to provide
7.5	Escrow Agreement	
8.4	Opinion of Counsel - Shareholders and CDC	Bryan Cave Walther, Key, Maupin, Oats, Cox
9.4	Opinion of Counsel - Equifax and AqSub	Hunton & Williams

</TABLE>

Exhibits intentionally omitted. Information will be provided upon request.

[LETTERHEAD OF HUNTON & WILLIAMS]

February 1, 2001

Equifax Inc.
1550 Peachtree Street NW
Atlanta, GA 30309

Re: Registration Statement On Form S-3 Related to Equifax Inc.
Common Stock

Ladies and Gentlemen:

We have acted as counsel to Equifax Inc., a Georgia corporation ("Equifax"), in connection with the preparation and filing of a Registration Statement on Form S-3 filed with the Securities and Exchange Commission on February 1, 2001 (the "Registration Statement") relating to the registration of an aggregate of 340,545 shares of Equifax's Common Stock, \$1.25 par value per share, to be sold by certain selling shareholders named in the Registration Statement (the "Shares").

In rendering this opinion, we have examined such corporate records, other documents, certificates and other instruments and we have reviewed such matters of law as we have deemed necessary or appropriate to enable us to render the opinions expressed below. In rendering the opinions expressed below, we have assumed (i) the authenticity and conformity to the original documents of all documents submitted to us as certified, conformed, facsimile or photographic copies, and the genuineness of all signatures on all documents and (ii) the correctness and completeness of all documents and certificates of all public officials.

Based upon the foregoing, we are of the opinion that the Shares have been legally issued and are fully paid and non-assessable under the laws of the State of Georgia as in effect on this date.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the reference to this firm under the heading "Legal Opinions" in the prospectus contained within the Registration Statement.

Very truly yours,

/s/ Hunton & Williams

Hunton & Williams

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 23, 2000 included in Equifax Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999 and to all references to our Firm included in this Registration Statement.

/s/ Arthur Andersen LLP

Arthur Andersen LLP

Atlanta, Georgia
February 1, 2001

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is made this 27th day of October, 2000 by and among Equifax Inc., a Georgia corporation (the "Company"), and those other persons who are signatories hereto (individually, a "Stockholder" and collectively, the "Stockholders").

RECITALS

WHEREAS, the Company, Equifax Acquisition, Inc., a wholly owned subsidiary of the Company ("AqSub"), Compliance Data Center, Inc., a Nevada corporation ("CDC") and the Stockholders, have entered into an Asset Purchase Agreement and Plan of Reorganization (the "Asset Purchase Agreement") dated as of even date herewith, pursuant to which AqSub will acquire substantially all of the assets of CDC in exchange for a certain number of shares of common stock of the Company and certain cash consideration (the "Acquisition").

WHEREAS, CDC, upon consummation of the Acquisition, will hold 340,545 shares of the issued and outstanding common stock, \$1.25 par value, of the Company (the "Common Stock"), and such shares shall be transferred to the Stockholders soon thereafter; and

WHEREAS, the parties to the Asset Purchase Agreement desire the Company to register the shares of Common Stock under the 1933 Act (as hereafter defined) for resale by the Stockholders and the execution and delivery of this Agreement is a condition precedent to the consummation of the Acquisition.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Registration Rights.

1.1. Definitions.

(a) The terms "register," "registered" and "registration" refer to a registration effected by preparing and filing a Registration Statement or similar document in compliance with the Securities Act of 1933, as amended (the "1933 Act"), and the declaration or ordering of effectiveness of such Registration Statement or document.

(b) The term "Registrable Securities" means shares of Common Stock issued or to be issued to any Holder in connection with the Acquisition but shall not include any Common Stock (i) which has been effectively registered under the 1933 Act and disposed of in accordance with a Registration Statement covering such security or (ii) which has been distributed to the public pursuant to Rule 144 under the 1933 Act.

(c) The term "Holder" means (i) a Stockholder and (ii) a transferee of Registrable Securities from a Holder provided such transfer complies with Section 1.9 of this Agreement.

(d) The term "Form S-3" means such form under the 1933 Act as in effect on the date hereof or any successor registration form to Form S-3 under the 1933 Act subsequently adopted by the Securities and Acquisition Commission (the "SEC").

(e) The term "affiliate" means a person or entity directly or indirectly controlled by, controlling or under common control with another person or entity.

1.2. Registrations.

(a) The Company shall use reasonable efforts to prepare and file with the SEC a Registration Statement (the "Registration Statement") on Form S-3 available for the registration and resale of Registrable Securities under the 1933 Act in connection with the Acquisition by the Holders from time to time, covering all the Registrable Securities issued in connection with the Acquisition, and shall use reasonable efforts to have the Registration Statement filed as soon as reasonably practicable following the Closing Date (as defined in the Asset Purchase Agreement). The Company may delay filing such Registration Statement for a maximum of up to 90 days if it is not permitted to do so by the Securities and Exchange Commission, or if then-current matters affecting the Company require such delay, in the reasonable discretion of the Company (including without limitation any inability by the Company to incorporate by reference into its Registration Statements pursuant to the Securities Exchange Act of 1934, as amended).

(b) A reasonable time before filing a Registration Statement or prospectus or any amendment or supplement thereto, the Company will furnish to the Holders of the Registrable Securities covered by such Registration Statement copies of all such documents proposed to be filed.

(c) The Company shall prepare and file with the SEC such amendments and supplements to each Registration Statement filed hereunder and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until the earlier of (i) the time when all the Registrable Securities covered by such Registration Statement have been sold by the Holders and (ii) the date as of which each Holder is entitled to sell Registrable Securities covered by such Registration Statement held by such Holder pursuant to Rule 144 under the 1933 Act.

(d) Subject to the limitations set forth in this Agreement, and subject to compliance with the obligations imposed by federal and state securities laws, each Holder shall be entitled to include his/her shares of Registrable Securities in the Registration Statement without limit as to the amount of such shares.

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1.3. Obligations of the Company.

In connection with the registration of any Registrable Securities under Section 1.2 hereof or the amendment of a Registration Statement filed hereunder, the Company shall:

(a) Prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement, and use its reasonable efforts to cause each such amendment to become effective, as may be necessary to comply with the provisions of the 1933 Act with respect to the registration of all securities covered by such Registration Statement, as set forth herein;

(b) Furnish to each Holder such number of copies of such Registration Statement as each Holder shall reasonably request, each amendment and supplement thereto and the prospectus included in such Registration Statement (including each preliminary prospectus);

(c) Use its reasonable efforts to register or qualify the securities covered by such Registration Statement under the securities laws of such jurisdictions as shall be reasonably requested by the Holders, and do any and all other acts and things which may be reasonably necessary or desirable to consummate the registration (or exemption) of the securities in such jurisdictions, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this paragraph (c) be obligated to be so qualified or to consent to general service of process in any such jurisdiction;

(d) Use its reasonable efforts to cause the Common Stock to be listed on a national securities exchange; and

(e) Otherwise use its reasonable efforts to comply with all applicable rules and regulations of the SEC.

1.4. Furnishing of Information.

Notwithstanding anything herein or in the Asset Purchase Agreement to the contrary, it shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement that the selling Holders shall furnish to the Company all such information regarding themselves or the Registrable Securities held by them, and the intended method of disposition of such securities, and otherwise cooperate with the Company and execute and deliver any documents as shall be requested by the Company in order to effect the registration of their Registrable Securities.

1.5. Expenses.

All expenses incurred by the Company in connection with each of the registrations, filings or qualifications pursuant to Section 1.2 (including all amendments thereto),

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including (without limitation) all registration, printing and accounting fees, fees and disbursements of counsel for the Company shall be borne by the Company.

1.6. Indemnification.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will and hereby does indemnify and hold harmless each selling Holder, the officers, directors, shareholders and partners of such Holder and each person, if any, who controls such Holder within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended (the "1934 Act"), against any losses, claims, damages or liabilities (joint or several, including reasonable legal and investigation expenses, but excluding all consequential and similar damages) (collectively "Losses") to which they may become subject under the 1933 Act, the 1934 Act or other federal or state law or common law, insofar as such Losses (or actions in respect thereof) arise out of or are based upon any of the following statements or omissions (each a "Violation"): any untrue statement of a material fact contained in such Registration Statement, or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (including in any prospectus or preliminary prospectus included therein), unless such untrue statement or omission was contained in or omitted from a preliminary prospectus and corrected in a final or amended prospectus and the seller delivered a copy of the final or amended prospectus at or prior to the confirmation of the sale of the registered securities to the persons asserting any such loss, claim, damage or liability in the case where such delivery is required by the 1933 Act. The indemnity agreement contained in this Section 1.6(a) shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld). Notwithstanding anything to the contrary herein, the Company shall not be liable to a Holder in any such case for any such Loss to the extent that it arises out of or is based upon a Violation which occurs based upon, in reliance upon, and/or in conformity with information furnished for inclusion in such Registration Statement by or on behalf of such Holder or controlling person.

(b) To the fullest extent permitted by law, each selling Holder will and hereby does indemnify and hold harmless the Company, each of its directors, each of its officers who sign the Registration Statement, each person, if any, who controls the Company within the meaning of the 1933 Act, each agent and any other selling Holder selling securities in such Registration Statement and any of its directors, officers or partners or any person who controls such selling Holder, against any Losses (joint or several) to which they may become subject under the 1933 Act, the 1934 Act or other federal or state or common law, insofar as such Losses (or actions in respect thereof) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs based upon, in reliance upon and/or in conformity with information furnished by or on behalf of such Holder for inclusion in such Registration Statement; and each such selling Holder will reimburse any legal or other expenses reasonably incurred by (x) the Company or any such director, officer, agent, controlling person

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of the Company, or (y) other selling Holder, officer, director, partner or controlling person in connection with investigating or defending any such Loss; provided, however, that the liability of each selling Holder hereunder shall be limited to the proportion of any such Loss which is equal to the proportion that the registered securities sold by such selling Holder under such Registration Statement bears to the total amount of all securities registered by such Registration Statement. The indemnity agreement contained in this Section 1.6(b) shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of the selling Holder (which consent shall not be unreasonably withheld) nor, in the case of a sale directly by the Company of its securities (including a sale of such securities through any underwriter retained by the Company to engage in a distribution solely on behalf of the Company), shall the selling Holder be liable to the Company in any case in which such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended prospectus, and the Company failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of the securities to the person asserting any such loss, claim, damage or liability in any case where such delivery is required by the 1933 Act.

(c) Each indemnified party or parties shall give reasonably prompt notice to each indemnifying party or parties of any action or proceeding commenced against it in respect of which indemnity may be sought hereunder, but failure so to notify an indemnifying party or parties shall not relieve it or them from any liability which it or they may have under this indemnity agreement, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. If the indemnifying party or parties so elects within a reasonable time after receipt of such notice, the indemnifying party or parties may assume the defense of such action or proceeding at such indemnifying party's or parties' expense with counsel chosen by the indemnifying party or parties and approved by the indemnified party defendant in such action or proceeding, which approval shall not be unreasonably withheld; provided, however, that if such indemnified party or parties determine

in good faith that a conflict of interest exists and that therefore it is

advisable for such indemnified party or parties to be represented by separate counsel or that, upon advice of counsel, there may be legal defenses available to it or them which are different from or in addition to those available to the indemnifying party, then the indemnifying party or parties shall not be entitled to assume such defense and the indemnified party or parties shall be entitled to separate counsel at the indemnifying party's or parties' expense. In such case, if an indemnifying party or parties is not so entitled to assume the defense of such action or does not assume such defense, after having received the notice referred to in the first sentence of this paragraph, the indemnifying party or parties will pay the reasonable fees and expenses of counsel for the indemnified party or parties. Notwithstanding the foregoing, the indemnifying party shall not be obligated to pay the reasonable fees and expenses of more than one counsel for the indemnified parties with respect to any claim, unless in the reasonable judgment of counsel to any indemnified party, expressed in a writing delivered to the indemnifying party, a conflict of interest may exist between such indemnified party and any other indemnified party with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels (which shall be limited to one counsel per indemnified party). No indemnifying party or parties will be liable for any settlement effected without the written consent of such indemnifying party

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or parties, which consent shall not be unreasonably withheld. If an indemnifying party is entitled to assume, and assumes, the defense of such action or proceeding in accordance with this paragraph, such indemnifying party or parties shall not, except as otherwise provided in this subsection (c), be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action or proceeding.

(d) If the indemnification provided for in this Section 1.6 is unavailable to a party that would have been an indemnified party under this Section 1.6 in respect of any claims referred to herein, then each party that would have been an indemnifying party hereunder shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such claims in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and such indemnified party on the other in connection with the action, statement or omission which resulted in such claims, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged omission to state a material fact relates to information supplied by the indemnifying party or such indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the foregoing provisions of this Section 1.6(d), a selling Holder of registered securities shall not as an indemnifying party be required to contribute any amount in excess of (x) the amount by which the total price at which the registered securities sold by such indemnifying party were offered to the public exceeds (y) the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such action, untrue or alleged untrue statement or omission or alleged omission. The Company and each selling Holder of registered securities agrees that it would not be just and equitable if contribution pursuant to Section 1.6(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 1.6(d). The amount paid or payable by an indemnified party as a result of the claims referred to above in this Section 1.6(d) shall include any legal or other expenses reasonably incurred by such indemnified party in connection with investigation or defending any such action or claim.

(e) Without the prior written consent of the indemnified party, no indemnifying party shall consent to entry of judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release of all liability in respect of such claim.

(f) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of fraudulent misrepresentation within the meaning of such Section 11(f).

1.7. Availability of Rule 144.

With a view of making available to the Holders the benefits of Rule 144 promulgated under the 1933 Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration and with a

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view to making it possible for the Holders to register the registered securities pursuant to a Registration Statement on Form S-3, the Company agrees to use its reasonable efforts:

(a) to make and keep public information available, as those terms are understood and defined in Rule 144; and

(b) to file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act.

1.8. Holdback Agreements.

If the sale of Registrable Securities is effected by an underwritten public offering, then upon the request of the underwriters managing the public offering for sale by the Company of its securities, each Holder shall not sell or otherwise transfer or dispose of any Registrable Securities for 180 days following the effective date of a Registration Statement filed by the Company under the 1933 Act covering the offer and sale of Common Stock or such other securities by the Company in an underwritten offering without the prior written consent of the underwriters for such offering. The Company may impose stop transfer restrictions with respect to Registrable Securities subject to the foregoing restriction until the end of the 180-day period set forth above.

1.9. Transfer of Registration Rights.

The registration rights of a Holder under this Agreement may be transferred to any transferee who acquires shares of Common Stock originally acquired by such Holder only with the prior written consent of the Company, which shall not be unreasonably withheld. In any such transfer, the Company shall be given written notice by the transferor at the time of such transfer stating the name and address of the transferee and identifying the securities with respect to which the rights under this Agreement are being assigned, and provided further that in any such transfer, the transferee shall agree in

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writing to acquire and hold such securities subject to the provisions of this Agreement.

1.10. SEC Filings; Financial Statements.

(a) Except for that certain Quarterly Report on Form 10-Q for the period end September 30, 1998, as amended by the Form 10-Q/A amended thereto filed on October 6, 2000, which contain two exhibits that are the subject of a Request for Confidential Treatment filed with the SEC, the Company has complied in all material respects with the applicable requirements of the 1934 Act (and the rules and regulations promulgated thereunder) as in effect on the dates such forms, reports and documents were filed.

(b) Subject to final resolution of certain issues with respect to the Request for Confidential Treatment referred to in 1.10(a) above, the Company is eligible to use Form S-3 in connection with registration of Securities under the 1933 Act.

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2. Representations and Warranties of the Stockholders.

As an inducement of the Company to issue the Registrable Securities to each Stockholder, each Stockholder (and its beneficial owners) represents and warrants to the Company as follows (which representations and warranties shall be made by each Shareholder and its beneficial owners):

2.1. No Distribution.

Each Stockholder is acquiring the Registrable Securities for its own account with no view to any distribution thereof in violation of the 1933 Act. Each Stockholder understands that since the Registrable Securities have not been registered under the 1933 Act, the Registrable Securities must be held indefinitely unless they are subsequently registered under the 1933 Act or an exemption from such registration is available. Each Stockholder acknowledges that the Company is under no obligation to register under the 1933 Act any sale of the Registrable Securities or to comply with any provisions which would entitle any such sale to any exemption from registration, except as provided in this Agreement. Each Stockholder is fully familiar with Rule 144 promulgated under the 1933 Act.

2.2. Information Made Available.

Each Stockholder has received and reviewed the Company's most recent Annual Report to Stockholders, its most recent Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q. In addition, each Stockholder has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management. Each Stockholder has such

knowledge and experience in financial matters that it is capable of evaluating the merits and risks of an investment in the Registrable Securities. Each Stockholder's financial condition is such that it is able to bear all economic risks of investment in the Registrable Securities, including the risks of holding the Registrable Securities for an indefinite period of time.

2.3. Legend Requirement.

Until the Registration Statement is declared effective by the SEC, each stock certificate representing the Registrable Securities shall bear a legend in, or substantially in, the following form and any other legend required by any applicable state securities laws:

"The shares represented by this certificate have not been registered under the federal Securities Act of 1933 ("1933 Act") or any applicable state securities laws, and may not be sold, pledged or otherwise transferred without an effective registration under such applicable securities laws or pursuant to Rule 144 under the 1933 Act or other valid exemptions from registration under the federal and state securities laws."

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Such legend shall be removed by the Company after effectiveness of the Registration Statement and upon presentation by the holder in connection with a transfer of such shares. The Company may maintain a "stop transfer order" against the Registrable Securities until the Registration is declared effective.

2.4. Prospectus Requirements.

Each Stockholder hereby covenants with the Company that he, she or it will promptly advise the Company of any changes in the information concerning each Stockholder contained in a Registration Statement filed hereunder and that such Stockholder will not make any sale of Registrable Securities pursuant to any Registration Statement without complying with the prospectus delivery requirements of the 1933 Act. Each Stockholder acknowledges that occasionally there may be times when the Company must temporarily suspend the use of the prospectus forming a part of any such Registration Statement until such time as an amendment to such Registration Statement has been filed by the Company and declared effective by the SEC, the relevant prospectus supplemented by the Company or until such time as the Company has filed an appropriate report with the SEC pursuant to the 1934 Act. During any period in which sales are suspended and upon notice of such suspension from the Company, each Stockholder agrees not to sell any such Registrable Securities pursuant to any such prospectus. Each Stockholder covenants that he will not sell any Shares pursuant to any such prospectus during the period commencing at the time at which the Company gives such Stockholder notice of the suspension of the use of said prospectus and ending at the time the Company gives notice that such Stockholder may thereafter effect sales pursuant to said prospectus.

3. Miscellaneous.

3.1. Notices.

All notices, requests, demands and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by telecopy or telex or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, or Federal Express, to the party to whom the same is so given or made:

If to Company, to: Charles Y. Hoff, Esq.
Senior V.P. and Asst. General Counsel
Equifax Inc.
1550 Peachtree Street, NW
Atlanta, Georgia 30309

or to such other person at such other place as the Company shall designate to the Stockholders in writing; and

With a copy to: Hunton & Williams
600 Peachtree Street, Suite 4100

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Atlanta, Georgia 30308
Attn: Joseph B. Alexander, Jr.

If to a Stockholder, to the address set forth on the signature pages hereto, or to such other address subsequently provided by such Stockholder to the Company, and in each case with a copy to:

3.2. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, and understandings, whether written or oral, with respect to the subject matter thereof, and cannot be changed or terminated orally. No party hereto shall be bound by or charged with any written or oral agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

3.3. Headings; Certain Terms.

The section and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement or to affect the meaning or interpretation of this Agreement.

3.4. Governing Law.

All questions concerning the construction, validity and interpretation of this Agreement and the schedule hereto will be governed by the law of the State of Georgia.

3.5. Severability.

If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Upon the determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

3.6. Termination of Agreement.

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This Agreement shall terminate on the date as of which each Holder is entitled to sell all remaining Registrable Securities held by such Holder, without limitation as to volume, pursuant to Rule 144 under the 1933 Act.

3.7. Amendment and Waivers.

Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and the Holders of at least 50% of the Registrable Securities outstanding at the time.

3.8. Section References.

All references contained in this Agreement to any section number are references to sections of this Agreement unless otherwise specifically stated.

3.9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

3.10. Binding Effect.

This Agreement shall be binding on all successors and assigns of the Company, whether by merger, reorganization, sale of assets or otherwise.

[SIGNATURE PAGES FOLLOW]

this Agreement to be signed on their behalf by an officer or representative thereunder duly authorized, on the respective dates stated below.

STOCKHOLDERS:

RICHARD L. AND BONNIE J. GREEN
LIVING TRUST, OCTOBER 7, 1998

/s/ Richard L. Green

Richard L. Green
Trustee

Address: PO Box 499, Zephyr Cove, NV 89448

LOUISE BRANTLEY TANNER
1991 LIVING TRUST

/s/ Louise Brantley Tanner

Louise Brantley Tanner
Trustee

Address: 1253 Sunset Cliffs Blvd

San Diego, CA 92107

COMPANY:

EQUIFAX INC.

/s/ William Catucci

William Catucci
Executive Vice President