

FORM 10-K
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended 12-31-94

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES
EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER 1-6605

EQUIFAX INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

GEORGIA 58-0401110
(STATE OR OTHER JURISDICTION OF (I.R.S. EMPLOYER
INCORPORATION OR ORGANIZATION IDENTIFICATION NO.)

P.O. BOX 4081
1600 PEACHTREE ST., N.W., ATLANTA, GA 30302
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

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

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
----- COMMON STOCK (\$2.50 PAR VALUE)	----- NEW YORK STOCK EXCHANGE

Securities registered pursuant to Section 12(g) of the Act: NONE

(TITLE OF CLASS)

INDICATE BY CHECK MARK WHETHER THE REGISTRANT (1) HAS FILED ALL REPORTS REQUIRED TO BE FILED BY SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 DURING THE PRECEDING 12 MONTHS (OR FOR SUCH SHORTER PERIOD THAT THE REGISTRANT WAS REQUIRED TO FILE SUCH REPORTS), AND (2) HAS BEEN SUBJECT TO SUCH FILING REQUIREMENTS FOR THE PAST 90 DAYS. YES /X/ NO / /

INDICATE BY CHECK MARK IF DISCLOSURE OF DELINQUENT FILERS PURSUANT TO ITEM 405 OF REGULATION S-K (SECTION 229.405 OF THIS CHAPTER) IS NOT CONTAINED HEREIN, AND WILL NOT BE CONTAINED, TO THE BEST OF REGISTRANT'S KNOWLEDGE, IN DEFINITIVE PROXY OR INFORMATION STATEMENTS INCORPORATED BY REFERENCE IN PART III OF THIS FORM 10-K OR ANY AMENDMENT TO THIS FORM 10-K. / /

AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NON-AFFILIATES OF THE REGISTRANT, COMPUTED BY REFERENCE TO THE CLOSING SALES PRICE ON THE NEW YORK STOCK EXCHANGE ON MARCH 22, 1995. \$2,627,335,565.

INDICATE THE NUMBER OF SHARES OUTSTANDING OF EACH OF THE REGISTRANT'S CLASSES OF COMMON STOCK, AS OF THE LATEST PRACTICABLE DATE.

CLASS	OUTSTANDING AT MARCH 22, 1995
----- COMMON STOCK, \$2.50 PAR VALUE	----- 79,804,038

DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON APRIL 26, 1995, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10, 11, 12, AND 13, INTO PART III OF THIS FORM 10-K.

EQUIFAX INC.

PART I

ITEM 1. BUSINESS

Equifax Inc. is structurally a holding company for its corporate subsidiaries, which conduct the actual operations of the Company. The separate business areas of the Company are conducted on a "profit center" basis with self-contained functional integrity, although Equifax Inc. continues to supply centralized overall financial, legal, public relations, tax and similar

services.

The Company was founded as a credit reporting agency under the name, "Retail Credit Company" in Atlanta, Georgia, in 1899. Over the next several years, the Company established itself in the area of investigation of applicants for insurance. The business grew and, by 1920, the Company had numerous branch offices throughout the United States and Canada. Since that time, the Company has continued to expand and diversify by means of internal development and strategic acquisitions. At the end of 1975, the Company changed its name from Retail Credit Company to Equifax Inc. The specific products and services presently offered by the Company are described below. In general, today's Equifax companies provide a broad range of information-based administrative services to business, industry and government throughout the United States, Mexico and Canada, in Europe, the United Kingdom, in South America, Turkey, Hong Kong, Singapore, Thailand and the Caribbean.

In January 1993, the Company implemented an open market stock repurchase program. During 1994, the Company repurchased approximately 2,390,000 shares at a cost of \$57,985,000.

In January 1994, the Company acquired Cooperative Healthcare Networks, an Atlanta-based electronic health care claims processing company. These operations are presently owned and operated by Equifax Healthcare Information Services, Inc.

In February 1994, the Company acquired the Credit Bureau of Charlotte, Inc., a credit reporting and collection bureau in Charlotte, North Carolina. These operations are presently owned and operated by Equifax Credit Information Services, Inc.

In April 1994, the Company purchased an additional 30.1 percent interest in Transax, plc, a check guarantee company located in the United Kingdom, increasing its ownership interest to 50.1 percent. Transax, headquartered in Birmingham, England, provides check authorization services throughout the United Kingdom, Ireland, France, Australia and New Zealand. This ownership interest is held by Equifax Europe (U.K.) Ltd.

In April 1994, the Company acquired Programming Resources Company, a commercial software company located in Hartford, Connecticut. These operations are presently owned and operated by Equifax Services Inc.

In May 1994, the Company acquired HealthChex, Inc., an analytical services company specializing in cost saving physician profiling and claims review systems, located in Rochester, New York. These operations are presently owned by Equifax Inc. and operated by Equifax Healthcare Information Services, Inc.

In May 1994, Equifax Europe (U.K.) Ltd. entered into a joint venture with Asociacion Nacional de

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Entidades de Financiacion (ASNEF). Under this Agreement, Equifax and ASNEF will operate a Spanish credit reporting company called ASNEF - Equifax Servicios de Informacion de Credito, S.L., headquartered in Madrid, Spain.

Also, in May 1994, the Company, through its subsidiary Equifax South America, Inc., entered into a joint venture with Organizacion Veraz, an Argentine credit reporting company, and Banelco, an Argentine banking association, to provide credit information services in Argentina. The joint venture is headquartered in Buenos Aires, Argentina.

In July 1994, the Company acquired First Security Processing Services, Inc., a provider of credit card transaction switching, merchant processing and full-service card processing to credit unions located in Utah. These operations are presently owned and operated by Equifax Payment Services, Inc.

In July 1994, the Company acquired First Bankcard Systems, Inc., a commercial software company, located in Atlanta, Georgia. These operations are presently owned by Equifax Inc. and operated by Equifax Credit Information Services, Inc.

In August 1994, the Company acquired Canadian Bonded Credits, Ltd., the second largest debt collection company in Canada, headquartered in the city of North York, Ontario. These operations are presently owned and operated by Equifax Canada, Inc.

In August 1994, the Company, through its subsidiary Equifax South America, Inc., entered into a joint venture with DICOM S.A., a Chilean credit reporting company, to provide credit information services in Chile. The joint venture is headquartered in Santiago, Chile.

In September 1994, the Company acquired Electronic Tabulating Services, a clearinghouse for electronic health claims, located in Atlanta, Georgia. These operations are presently owned by Equifax Inc. and operated by Equifax Healthcare Information Services, Inc.

In October 1994, the Company acquired UAPT-Infolink plc, a United Kingdom credit referencing and risk management servicing firm headquartered in London, England. These operations are presently owned and operated by Equifax Europe (U.K.) Ltd.

In November 1994, the Company acquired Osborn Laboratories, Inc., which specializes in health profile testing for the life and health insurance industry, located in Olathe, Missouri. These operations are presently owned by Equifax Inc. and operated by Equifax Services Inc.

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INDUSTRY SEGMENT INFORMATION

<TABLE>

<CAPTION>

Industry segment information is as follows:

	1994		1993		1992	
(Dollars in thousands)	Amount	% of Total	Amount	% of Total	Amount	% of Total
Operating revenue:						
Credit Information Services	\$ 445,637	31%	\$ 399,100	33%	\$ 341,989	30%
Payment Services	246,597	17%	210,416	17%	195,501	17%
Insurance Information Services	453,409	32%	396,519	33%	402,276	35%
International Operations	143,371	10%	97,296	8%	103,985	9%
General Information Services	132,982	9%	113,886	9%	90,582	8%
	\$1,421,996	100%	\$1,217,217	100%	\$1,134,333	100%
Operating income (loss):						
Credit Information Services	\$ 147,099	60%	\$ 130,053	88%	\$ 93,233	56%
Payment Services	57,460	24%	51,910	35%	49,408	30%
Insurance Information Services	18,504	8%	5,537	4%	10,990	7%
International Operations	16,458	7%	18,056	12%	17,704	11%
General Information Services	3,792	2%	(56,965)*	(38%)	(5,099)	(3%)
Operating contribution	243,313	100%	148,591	100%	166,236	100%
General corporate expense	(29,206)		(29,562)		(24,898)	
	\$ 214,107		\$ 119,029		\$ 141,338	
Identifiable assets at December 31:						
Credit Information Services	\$ 260,733	26%	\$ 270,532	37%	\$233,326	33%
Payment Services	115,929	11%	70,806	10%	78,994	11%
Insurance Information Services	171,904	17%	83,390	11%	84,423	12%
International Operations	293,318	29%	128,027	18%	119,964	17%
General Information Services	117,566	12%	75,284	10%	98,038	14%
Corporate	61,724	6%	103,162	14%	94,137	13%
	\$1,021,174	100%	\$ 731,201	100%	\$ 708,882	100%

</TABLE>

* Includes a provision for lottery contract dispute and litigation of \$48,438.

Description of Segments:

CREDIT INFORMATION SERVICES: Consumer credit reporting information; credit card marketing services; risk management and collection services; locate services; fraud detection and prevention services; and mortgage loan origination information.

PAYMENT SERVICES: Check guarantee services; credit and debit card authorization and processing; credit card marketing enhancement; and software products for managing credit card operations.

INSURANCE INFORMATION SERVICES: Underwriting and claims reporting services; inspection and loss control services; workers' compensation audits; software for commercial insurers; specimen testing for life and health insurance applicants; and employment evaluation services.

INTERNATIONAL OPERATIONS: In Canada, consumer and business credit reporting information; accounts receivable and collection services; underwriting and claims reporting services for insurance companies; and check guarantee services. In Europe (primarily the United Kingdom), credit reporting and marketing services; credit scoring and modeling services; check guarantee services; and

South America, credit information services and commercial, financial and medical information.

GENERAL INFORMATION SERVICES: Healthcare Information Services includes electronic claims processing; physician profiling; claims auditing; claims analysis, administration and utilization management; electronic remittance; hospital bill audits; and medical credentials verification. Marketing Services includes research and analysis; custom opinion surveys; and PC-based marketing systems, geodemographic systems and mapping tools.

Notes to Industry Segment Information:

- (1) Operating revenue is to unaffiliated customers only.
- (2) Operating income is operating revenue less operating costs and expenses, excluding interest expense, other income and income taxes.
- (3) Depreciation and amortization by industry segment are as follows:

<TABLE>
<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Credit Information Services	\$26,640	\$25,478	\$23,050
Payment Services	4,970	3,230	4,139
Insurance Information Services	10,389	8,077	9,178
International Operations	11,277	5,583	5,921
General Information Services	9,762	7,056	5,770
Corporate	3,458	5,500	5,765
	-----	-----	-----
	\$66,496	\$54,924	\$53,823
	=====	=====	=====

</TABLE>

- (4) Capital expenditures by industry segment, excluding property and equipment acquired in acquisitions, are as follows:

<TABLE>
<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Credit Information Services	\$ 5,042	\$ 6,082	\$ 6,441
Payment Services	5,059	2,596	2,462
Insurance Information Services	2,095	6,755	3,452
International Operations	3,062	1,267	4,082
General Information Services	3,817	22,541	15,933
Corporate	1,098	516	2,270
	-----	-----	-----
	\$20,173	\$39,757	\$34,640
	=====	=====	=====

</TABLE>

- (5) Financial information by geographic area is as follows:

<TABLE>
<CAPTION>

(Dollars in thousands)	1994		1993		1992	
	Amount	% of Total	Amount	% of Total	Amount	% of Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue:						
United States	\$1,277,196	90%	\$1,119,921	92%	\$1,030,348	91%
Canada	78,277	6%	76,285	6%	79,990	7%
Europe	66,523	5%	21,011	2%	23,995	2%
	-----	-----	-----	-----	-----	-----
	\$1,421,996	100%	\$1,217,217	100%	\$1,134,333	100%
	=====	=====	=====	=====	=====	=====
Operating contribution (loss):						
United States	\$ 228,280	93%	\$ 130,995	88%	\$ 148,532	89%
Canada	15,476	6%	19,169	13%	19,257	12%
Europe	(851)	-	(1,573)	(1%)	(1,553)	(1%)
South America	408	-	-	-	-	-
	-----	-----	-----	-----	-----	-----
	\$ 243,313	100%	\$ 148,591	100%	\$ 166,236	100%
	=====	=====	=====	=====	=====	=====

Identifiable assets at
December 31:

United States	\$ 723,466	71%	\$ 603,174	82%	\$ 588,918	83%
Canada	109,004	11%	102,559	14%	95,242	13%
Europe	173,054	17%	25,468	3%	24,722	3%
South America	15,650	2%	-	-	-	-
	-----	-----	-----	-----	-----	-----
	\$1,021,174	100%	\$ 731,201	100%	\$ 708,882	100%
	=====	=====	=====	=====	=====	=====

</TABLE>

A description of the products or services provided by each industry segment as captioned in the aforementioned information, together with information regarding the companies included within each segment, is as follows:

Credit Information Services Segment

This segment includes Equifax Credit Information Services, Inc. and its wholly-owned subsidiary Credit Northwest Corporation.

The Company's principal class of service for this segment is informational and administrative services for consumer and commercial credit report purposes, including mortgage information services. Customers include retailers, banks, financial institutions, utilities, petroleum companies, travel and entertainment card companies, auto finance and leasing firms, educational institutions and mortgage lenders. In 1994, this class of service accounted for 20.9% of the Company's total operating revenue, as compared with 23.6% in 1993, and 22.8% in 1992.

Companies in this segment primarily furnish consumer credit services, but also provide decision support and credit management services designed to meet specific customer needs. This includes consumer credit reporting information, risk management, collection services, locate services, fraud detection and prevention, credit card marketing programs, mortgage loan origination information, and modeling capabilities for domestic and international customers and analytical services both domestically and internationally. These companies distribute information to customers through automated delivery, utilizing telephone transmission facilities.

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The Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two other large automated credit reporting organizations - TRW Credit Data, a division of TRW Inc., and Trans Union Corporation. There are also numerous smaller local bureaus in this field.

Payment Services Segment

This segment includes Equifax Payment Services, Inc. and its wholly-owned subsidiaries Equifax Check Services, Inc.; Equifax Card Services, Inc.; Light Signatures, Inc.; Financial Insurance Marketing Group, Inc.; and First Bankcard Systems, Inc.

Companies in this segment provide services to national and regional retail chains, banks, credit unions, savings institutions, automobile dealers and rental companies, hotel and motels, and others.

The Company's principal class of service for this segment is check guarantee and check verification services. In 1994, this class of service accounted for 9.3% of the Company's total revenue, as compared with 10.1% in 1993 and 10.5% in 1992.

These companies provide check guarantee services as well as various credit and debit card processing services to merchants and financial institutions. These services include on-line guarantees or verification of checks written at the point of sale, credit card and debit card processing for small to medium-size banks, credit unions, and other financial institutions and flexible credit card marketing enhancements.

Companies in this segment are leading providers of their products and services in the U.S. although competition is considerable.

Business in this segment is seasonal to some extent. The volume of check payment services is highest during the Christmas shopping season and during other periods of increased consumer spending.

International Operations Segment

This segment consists of Acrofax Inc.; Equifax Canada Inc. and its wholly-owned subsidiaries Equifax Canada (AFX) Inc. and Telecredit Canada, Inc.; Equifax Europe (U.K.) Ltd.; Equifax Europe Ltd, UAPT-Infolink plc; and Equifax South America, Inc. Also included in this segment are Transax (50.1% owned) and Scorex (U.K.) Ltd. (49% owned); ASNEF-Equifax (49% owned); Organizacion Veraz

(33.3% owned); and DICOM (25% owned).

The Company's principal class of service for this segment is consumer credit reporting. In 1994, this class of service accounted for 6.2% for the Company's total operating revenue, as compared with 6.0% in 1993 and 6.7% in 1992.

The companies in this segment primarily provide consumer credit services, but also provide other financial services. In Canada, financial services include automated business and consumer credit information, accounts receivable and collection and check guarantee services. As in the U.S., claims information exchanges are offered in Canada and in the U.K. In Canada, other services include life and health underwriting reports, motor vehicle records and commercial property inspections. In the U.K., consumer and commercial credit reporting, auto lien information, credit scoring, modeling services and check guarantee and electronic authorization services are provided. In Spain and Argentina, technology

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and expertise are provided to enhance credit information services. In Chile, commercial, financial and medical information services are provided.

Equifax Canada Inc. is clearly the market leader in providing consumer credit and insurance information in Canada. Competition from a variety of sources is strong in the insurance information market, but no other company provides a full range of services. Telecredit Canada, Inc. faces strong competition. In the U.K., CCN, a subsidiary of Great Universal Stores, PLC holds the majority share of the market, while Transax is the check guarantee market share leader. ASNEF-Equifax is a leader in providing credit information services in Spain. Veraz and DICOM are the leading information providers in Argentina and Chile, respectively.

Insurance Information Services Segment

This segment consists of various business units of Equifax Services Inc.; Osborn Laboratories, Inc.; The Kit Factory, Inc.; Mid-American Technologies, Inc.; and Programming Resources Company.

The Company's principal class of service for this segment is providing information for insurance underwriting purposes. In 1994, this class of service accounted for 25.8% of the Company's total operating revenue, as compared with 25.8% in 1993, and 27.8% in 1992.

Equifax Services Inc. provides most all major life and health insurance companies with various informational services for help in determining the classification of applicants as risks for life and health insurance and for assistance in settling claims. Also, health data is provided to these companies for their use in underwriting the health aspects of their risks. Osborn Laboratories tests blood and urine for life and health insurance applicants. The Company also provides similar informational services to major property and casualty insurance companies including motor vehicle records, automated claim information for automobile and property insurers, automobile reclassification program management, workers' compensation audits and commercial inspections and surveys. The Company also provides customized software rating applications for commercial and personal line insurers. This information is used by insurance companies in evaluating applicants as risks and as an aid in determining the applicable rates. Automated information services are distributed through telephone transmission facilities.

The Company currently ranks first and is the market leader providing insurance related information services, while Osborn is the second largest laboratory of its kind in the U.S. Many smaller organizations, which focus on a limited number of services and which, in some cases, are concentrated in small geographic areas, provide fragmented competition.

General Information Services Segment

This segment consists of Equifax Healthcare Information Services, Inc.; Equifax Healthcare EDI Services, Inc.; HealthChex, Inc.; Equifax Marketing Decision Systems, Inc.; Elrick & Lavidge, Inc.; Quick Test, Inc.; Health Economics Corporation; and High Integrity Systems, Inc.

The Company's principal class of service for this segment is providing marketing research services. In 1994, this class of service accounted for 5.5% of the Company's total operating revenue, as compared with 6.1% in 1993, and 6.5% in 1992.

Companies in this segment providing health care services furnish a broad range of informational and

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administrative services which include electronic claim processing, on-line

eligibility verification and claim status, physician profiling, automatic claim audits, national medical credentials verification, claims analysis, administration and utilization management, pre-admission certification, managed care plan services, electronic remittance and hospital bill audits. Information services offered to business in general through Elrick & Lavidge, Inc., Quick Test, Inc. and Equifax Marketing Decision Systems, Inc., include market research and analysis, custom opinion surveys, PC-based marketing systems, geo-demographic systems and accurate mapping tools.

Equifax Healthcare Information Services, Inc., HealthChex, Inc., Equifax Healthcare EDI Services, Inc., and Health Economics Corporation provide services to health care providers (hospitals and physicians), health plan managers, insurers, purchasers and payers of group health coverage and governmental agencies.

High Integrity Systems, Inc., was formed to provide a lottery management system for the California State Lottery.

Competition is strong in all of the above areas. Companies offering health care services possess relatively small shares or are competing in young and growing markets. Market research companies, including Elrick & Lavidge, Inc., Quick Test, Inc., and Equifax Marketing Decision Systems, Inc., face considerable competition. Other than stated above, competition in these areas is difficult to describe and information concerning such conditions is not material to a general understanding of the Company's business.

The principal methods of competition for the Company are price, scope, speed and ease of service and reliability of the information furnished.

None of the Company's segments is dependent on any single customer, and the Company's largest customer provides less than 6% of the Company's total revenues.

The Company had approximately 14,200 employees, as of December 31, 1994.

ITEM 2. PROPERTIES

The Company is in a service industry and does not own any mines, extractive properties or manufacturing plants. Thus, an understanding of the Company's property holdings is not deemed to be material to an understanding of the Company's business taken as a whole.

The Company owns a total of four office buildings, one of which is located in La Habra, California and the other three located in England - one each in London, Corsham and Salisbury. The Company also owns two office/laboratory facilities, one of which with an adjoining 1.27 acres of vacant land, in a suburb of Kansas City, Olathe, Kansas. These office/laboratory facilities are utilized by the Company's new subsidiary, Osborn Laboratories, Inc.

The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 375 lease and other rental arrangements for its headquarters and field locations.

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The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$54,274,000 in 1994, \$40,798,000 in 1993 and \$59,920,000 in 1992. In March 1994, the Company sold and leased back under operating leases certain land and buildings. The net sales price of \$55,100,000 approximated the net book value of the related assets and, accordingly, no gain or loss was recognized.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1994:

<TABLE>
<CAPTION>

(In thousands)	Amount
<S>	<C>
1995	\$ 44,846
1996	30,938
1997	22,323
1998	17,299
1999	11,857
Thereafter	80,966

	\$208,229
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</TABLE>

ITEM 3. LEGAL PROCEEDINGS

High Integrity Systems, Inc. (HISI), a Company subsidiary, entered into a contract in July 1992 to provide lottery services to the state of California. Under this contract, HISI agreed to provide a system to automate the processing of instant lottery tickets and a system to sell on-line game tickets through 10,000 low-volume terminals.

On April 26, 1993, the California State Lottery (CSL) filed suit against HISI in Superior Court, Sacramento County, California, and on May 7, 1993, the CSL filed its first amended complaint naming Equifax Inc., et al. and Federal Insurance Company as additional defendants. The CSL is seeking unspecified damages for alleged breach of contract and injunctive relief and is asserting a claim against Federal Insurance Company for \$18.5 million, which represents the face amount of a performance bond delivered to the CSL in July 1992 on behalf of HISI.

On May 7, 1993, HISI filed a cross-complaint against the CSL seeking compensatory and general damages in an amount not less than \$65 million and special and consequential damages in an amount not less than \$100 million.

The Company believes HISI has a meritorious cross-complaint against the CSL for wrongfully terminating the contract. The Company further believes that it has well-founded and solid defenses against the CSL's claims. However, there can be no assurance that the Company will succeed in its defense and cross-complaint against the CSL. A revised litigation schedule has been approved by the Court, including a tentative trial date in October 1995. Substantial discovery activity has been undertaken by the Company and is continuing.

In September 1993, the Company recorded a provision of \$48,438,000 (\$30,939,000 after tax, or \$.41 per share) related to the lottery contract to write down data processing equipment and other assets to their estimated net realizable value and to accrue for estimated costs related to litigation with the CSL. In management's opinion, this provision is adequate and the ultimate resolution of the CSL litigation will not have a materially adverse impact on the Company's financial position or results of operations.

EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's executive officers, as of March 15, 1995, are listed below, with certain information relating to each of them:

<TABLE>
<CAPTION>

Name and Position With Company -----	Age ----	Executive Officer Since -----
<S>	<C>	<C>
C. B. Rogers, Jr., Chairman and Chief Executive Officer*	65	1987
D. W. McGlaughlin, President and Chief Operating Officer*	58	1989
Thomas F. Chapman, Executive Vice President*	51	1991
J. C. Chartrand, Executive Vice President*	60	1986
D. V. Smith, Executive Vice President	40	1990
D. U. Hallman, Senior Vice President and Chief Financial Officer	53	1991
J. O. Perkins, Senior Vice President	54	1988
Stewart A. Searle, III, Senior Vice President	43	1991
D. F. Walsh, Senior Vice President	62	1987
T. H. Magis, Corporate Vice President, Secretary and General Counsel	54	1991
R. F. Haygood, Corporate Vice President and Treasurer	47	1993

</TABLE>

*Also serves as a Director

There are no family relationships among the officers of the Company, nor are there any arrangements or understandings between any of the officers and any other persons pursuant to which they were selected as officers. The Board of Directors may elect an officer or officers at any meeting of the Board. Each elected officer is selected to serve until the date of the Annual Meeting of the Shareholders in each year.

Messrs. Rogers, McGlaughlin, Chapman, Chartrand, Perkins and Walsh have each served as an officer of the Company for at least five years. Messrs. Smith, Magis, Hallman and Haygood have served in various executive capacities with the Company or its subsidiaries for more than five years before becoming an officer.

Mr. Searle, prior to his election as Senior Vice President in October, 1991, was President and Director of Fairwater Capital Corporation, a private management holding company, with assets exceeding \$250,000,000. From 1981 until 1988, he was a partner with McKinsey & Co., an international management consulting firm.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Company's common stock is listed and traded on the New York Stock Exchange, which is the principal market on which said stock is traded.

<TABLE>
<CAPTION>

DIVIDENDS PER SHARE					
<S>	<C>	<C>	<C>	<C>	<C>
Quarter	1990	1991	1992	1993	1994
First	\$ 0.12	\$ 0.13	\$ 0.13	\$ 0.14	\$ 0.140
Second	0.12	0.13	0.13	0.14	0.155
Third	0.12	0.13	0.13	0.14	0.155
Fourth	0.12	0.13	0.13	0.14	0.155
Annual	\$ 0.48	\$ 0.52	\$ 0.52	\$ 0.56	\$ 0.605

STOCK PRICES

(IN DOLLARS)	1992		1993		1994	
	High	Low	High	Low	High	Low
First Quarter	18 3/4	15	22 3/8	19 1/8	27 3/8	21 7/8
Second Quarter	19 3/8	14 3/8	21	17 3/8	30 3/8	23 1/8
Third Quarter	17 1/8	14 3/8	26 1/8	19 3/4	30 1/4	26 3/4
Fourth Quarter	20 5/8	14 5/8	27 3/8	22 7/8	30 1/2	24
Year	20 5/8	14 3/8	27 3/8	17 3/8	30 1/2	21 7/8

</TABLE>

As of March 7, 1995, there were approximately 8,815 holders of record of the Company's common stock.

ITEM 6. SELECTED FINANCIAL DATA

SUMMARY OF SELECTED FINANCIAL DATA

<TABLE>
<CAPTION>

(Dollars in thousands, except per share amounts)

Year ended December 31	1994	1993	1992	1991	1990	1989
1988						

<S> <C> <C> <C> <C> <C> <C>

<C>

Operating revenue	\$ 1,421,996	\$ 1,217,217	\$ 1,134,333	\$ 1,093,827	\$ 1,078,753	\$
1,001,617 \$ 894,482						
Operating costs and expenses before unusual items	1,207,889	1,049,750	992,995	969,136	941,976	
881,806 801,785						

Operating income before unusual items	214,107	167,467	141,338	124,691	136,777	
120,011 92,697						
Unusual items	-	(48,438)	-	(32,044)	(21,793)	
(14,656) (27,669)						

Operating income	214,107	119,029	141,338	92,647	114,984	
105,355 65,028						
Other income	8,994	3,890	7,482	8,128	11,055	
9,712 5,648						
Interest expense	(15,624)	(10,923)	(4,029)	(7,253)	(13,177)	
(10,365) (3,331)						

Income before income taxes and accounting changes	207,477	111,996	144,791	93,522	112,862	
104,702 67,345						
Provision for income taxes	87,131	48,481	59,445	39,424	48,932	
41,170 33,295						

Income before accounting changes	120,346	63,515	85,346	54,098	63,930	
63,532 34,050						
Cumulative prior years' effect of changes in accounting principles	-	-	-	(48,991)	-	
- 5,400						

Net income	\$ 120,346	\$ 63,515	\$ 85,346	\$ 5,107	\$ 63,930	\$
63,532 \$ 39,450						
=====						
Dividends paid	\$ 47,161	\$ 42,041	\$ 42,770	\$ 42,623	\$ 35,823	\$
32,003 \$ 22,948						
=====						
Per common share:						
Before unusual items and accounting changes	\$ 1.62	\$ 1.26	\$ 1.04	\$.90	\$ 1.00	\$
.90 \$.73						
Unusual items	-	(.41)	-	(.24)	(.21)	
(.11) (.29)						

Income before accounting changes	1.62	.85	1.04	.66	.79	
.79 .44						
Cumulative prior years' effect of changes in accounting principles	-	-	-	(.60)	-	
- .07						

Net income	\$ 1.62	\$.85	\$ 1.04	\$.06	\$.79	\$
.79 \$.51						
=====						
Dividends	\$.605	\$.56	\$.52	\$.52	\$.48	\$
.43 \$.39						

Assets at December 31 685,188 \$ 528,287	\$ 1,021,174	\$ 731,201	\$ 708,882	\$ 716,103	\$ 754,279	\$
Long-term debt at December 31 88,883 \$ 30,169	\$ 211,967	\$ 200,070	\$ 191,749	\$ 77,114	\$ 143,050	\$

</TABLE>

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<S> <C>	<C>	<C>	<C>	<C>	<C>	<C>
Shareholders' equity at December 31 339,918 \$ 297,914	\$ 361,859	\$ 254,031	\$ 257,990	\$ 350,314	\$ 373,306	\$
Common shares outstanding at December 31 80,529,000 79,987,000	75,895,000	74,809,000	75,775,000	82,147,000	81,212,000	
Weighted average common shares outstanding 80,276,000 77,190,000	74,304,000	75,057,000	81,959,000	81,928,000	80,965,000	
Number of employees at December 31 13,900 13,500	14,200	12,800	12,400	13,400	14,200	
Dividend payout ratio before unusual items and accounting changes 44.2% 40.8%	39.2%	44.5%	50.1%	57.6%	44.3%	

</TABLE>

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

This discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes.

RESULTS OF OPERATIONS

Consolidated revenue for the year was \$1.4 billion, an increase of \$204.8 million or 16.8 percent over 1993. This increase compares favorably with the 7.3 percent increase in 1993. Acquisition activity accounted for approximately 8.7 percentage points of the 1994 revenue increase and 3.1 percentage points of the increase in 1993 (Note 2). During 1994, the higher margin credit reporting businesses saw substantial revenue improvement as the Company gained market share and benefitted from strong activity within the finance, banking, automotive and national credit card industries.

Operating income increased \$46.6 million before the 1993 unusual charge (discussed below), or 27.9 percent, in 1994. In 1993, operating income increased \$26.1 million before the unusual charge. The improvements in both years are the result of revenue increases in the higher margin businesses as well as continuing expense controls throughout the organization. The operating income margin in 1994 was 15.1 percent compared to 13.8 percent in 1993 before the unusual charge. The gains in 1994 were achieved despite very competitive conditions both domestically and internationally. The effects of acquisitions on operating income, net income and earnings per share were immaterial in 1994

and 1993.

Earnings per share increased to \$1.62 in 1994 from \$1.26 in 1993 before the unusual charge, a 29 percent increase. For the year, the average shares outstanding decreased 1.0 percent due to open market share repurchases, offset somewhat by the issuance of stock in connection with certain acquisitions.

Net income was \$120.3 million in 1994, an increase of \$25.9 million versus 1993 net income before the

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unusual charge. During the third quarter of 1993, the Company recorded an unusual charge of \$48.4 million (\$30.9 million after tax, or \$.41 per share) to write down the assets of its subsidiary, High Integrity Systems, Inc. (HISI), and accrue for costs related to litigation with the California State Lottery. The Company believes, however, that it has a strong legal position and ultimately will prevail in the litigation. Before the unusual charge, 1993 net income increased to \$94.5 million from \$85.3 million in 1992.

There are five reporting segments: Credit Information Services and Payment Services (which comprise the Financial Information Services operating group), Insurance Information Services, International Operations and General Information Services. These segments generally follow the Company's internal management organization and are based on similarities in product lines and industries served (Note 10). The following discussion analyzes (1) revenue and operating income by the five industry segments, (2) general corporate expense, (3) consolidated other income, interest expense and effective income tax rates and (4) financial condition. Reference can also be made to Note 9, which breaks out the segment results by quarter for 1994 and 1993.

CREDIT INFORMATION SERVICES

(in millions)	1994	1993	1992
Revenue	\$445.6	\$399.1	\$342.0
Operating income	\$147.1	\$130.1	\$93.2

Credit Information Services comprises Credit Reporting Services, Decision Systems, Mortgage Information Services and Risk Management Services. Revenue growth in Credit Information Services was 11.7 percent in 1994, compared to 16.7 percent in 1993. Acquisitions accounted for 6.0 percentage points of the 1994 revenue increase and 3.8 percentage points of the 1993 revenue increase.

The revenue increase in 1994 was driven by the Credit Reporting Services business as a result of its prescreening business for credit card issuers as well as volume growth in the finance, banking, national credit card and automotive industries. Improved quality and turnaround time allowed Equifax to gain market share in this competitive business of prescreening for credit card applicants. Pricing pressure continues within Credit Reporting Services and, as a result, unit prices declined. However, unit volume increases more than offset the price declines. Pricing pressures are expected to persist, but volume growth is expected to continue to more than offset the price declines.

Credit Reporting Services continues to provide new services and products to other industries, such as utilities, which added to revenues in 1994 and is expected to make an even greater contribution in 1995. Decision Power, a sophisticated on-line, cross-selling and risk assessment decision support system for multiple industries, which was introduced in 1994, will have a full year revenue impact in 1995. Other new services are also expected to be introduced with the help of the Decision Systems unit, which provides modeling and analytical capabilities for our clients.

Revenue growth in the second, third and fourth quarters of 1994 was tempered by declines in Mortgage Information Services revenue, as higher interest rates adversely affect refinancing activity which directly impacts the mortgage reporting industry. For the year, revenue in Mortgage Information Services was down 37 percent. A significant shift in the type of products ordered by customers is leading to increased sales of the fully automated Credit Hi-Lite merged credit report and fewer of the traditional, labor-intensive mortgage reports.

Areas of revenue growth in 1994 for the Risk Management Services business included Government Student Loans, as well as the inclusion of a full year's revenue from Integratec, which was acquired in

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August 1993. The integration of the Accounts Receivable unit and Integratec was completed during 1994 and should lead to cost savings in 1995, and therefore improved margins and profits in this area.

Operating income increased 13.1 percent in 1994 following a 39.5 percent increase in 1993. These increases were driven by revenue growth, operating

leverage, and ongoing expense management. This higher-margin segment reported continued margin increases despite the significant downturn in Mortgage Information Services. Efforts are underway to continue automating and reducing fixed expenses associated with Mortgage Information Services. As a result, a charge of \$2.8 million was taken during the fourth quarter to consolidate the number of offices from 23 to five and to reduce staffing levels.

PAYMENT SERVICES

(in millions)	1994	1993	1992
Revenue	\$246.6	\$210.4	\$195.5
Operating income	\$ 57.5	\$ 51.9	\$ 49.4

Payment Services consists of Check Services, Card Services and FBS Software. Revenue increased 17.2 percent in 1994, with 5.1 percentage points attributable to the 1994 acquisitions of First Security Processing Services (FSPS) and FBS Software. Check Services revenue increased 8 percent, while Card Services revenue, excluding FSPS, increased 18 percent. In 1993, revenue increased 7.6 percent with Check Services revenue increasing 4 percent and Card Services revenue increasing 14 percent.

The dollar amount of checks guaranteed by Check Services increased 7 percent in 1994 while the average price increased 1 percent. Growth within Card Services is attributable to the higher number of cardholder accounts processed, due to increased participation among IBAA Bancard member banks and significant conversion activity within the credit unions as well as the FSPS acquisition. During 1994, a contract with IBAA Bancard Inc. was renewed and a contract with Card Services for Credit Unions, Inc. (CSCU) took effect, both for a five-year term with incremental revenue due to increased service levels provided.

Payment Services operating income increased \$5.6 million in 1994 versus a \$2.5 million increase in 1993. Operating income in Check Services was down 5 percent, as a result of a higher number of returned checks and a lower collection rate on returned checks. In 1994, Check Services also incurred marketing and product development expenses as it expanded into the rapidly growing check verification business with the new PathWays product.

Operating income for Card Services increased 36 percent in 1994, due to the operating leverage achieved with the strong revenue growth, as well as the FSPS acquisition. The increase in operating income for Payment Services in 1993 versus 1992 was driven primarily by higher profits resulting from higher revenue from Card Services.

The entire check writing industry is experiencing increased fraud, which adversely impacted Equifax's experience with returned checks and collection on those checks. Within Check Services, enhanced models resulting from the PathWays development are being added to improve the controls utilized in the authorization process. It is expected that these tighter controls will improve the returned check experience within this group. In 1995, we expect continued strong growth in the Card Services area as a result of a growing customer base with the addition of banks and credit unions who are members of the IBAA and CSCU organizations.

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INSURANCE INFORMATION SERVICES

(in millions)	1994	1993	1992
Revenue	\$453.4	\$396.5	\$402.3
Operating income	\$ 18.5	\$ 5.5	\$ 11.0

Revenue increased 14.3 percent in 1994 within Insurance Services versus a decline of 1.5 percent in 1993, as a result of acquisitions, increased MVR (Motor Vehicle Records) registry revenue and the improved performance of most business groups. These results were achieved despite continuing difficult conditions in the insurance industry which reduced overall market demand and increased competition. Insurance Information Services consists of Field Service operations, Data Services, Commercial Specialists, PRC, CUE UK and Osborn Laboratories. Revenue from Field Service operations fell about \$3 million in 1994 but was flat versus 1993 revenue in the fourth quarter. The revenue decline in 1994 was a significant improvement over the \$10 million decrease in 1993. The decline was the result of volume and price declines. Revenue from Data Services products increased \$7.9 million for 1994, despite competitive pricing pressure which is expected to continue in 1995. The Data Services revenue results were achieved through increased volume and higher market share. MVR registry revenue was up \$32 million in 1994 due to unit growth. Revenue in Commercial Specialists was up 10 percent for the year in a flat market as a result of automation of our product delivery, which resulted in a competitive advantage and increased market share.

PRC, a commercial insurance software company acquired during the second quarter, and Osborn Laboratories, a fourth quarter acquisition, specializing in risk

assessment testing for the life and health insurance industry, added \$14.5 million to revenue and will be significant contributors in 1995 with a full year of results.

In 1994, operating income was \$18.5 million, an increase of \$13 million. This increase resulted from the strong performance of Data Services and Commercial Specialists, the reduction in losses within Field Service operations and the impact of acquisitions. Data Services posted an increase in operating income due to the leverage inherent with increased market share. Commercial Specialists posted a strong operating income increase as a result of the automation of our product delivery yielding improved operating efficiencies. In 1993, operating income for Insurance Information Services decreased \$5.5 million versus 1992 due primarily to Field Service operations.

The focus on expense reduction and cost management within Field Service operations yielded significantly improved results in 1994. Staffing levels are down dramatically from January 1993, and where applicable, services have been automated. The overall cost structure has been improved without experiencing a significant decline in revenue. The results are substantially improved versus 1993, although this unit posted an operating loss for the year. The Company believes that the continuation of these efforts will lead to further improved performance in 1995.

CUE UK, a database product for the U.K. insurance industry, was developed pursuant to a contract signed in November 1993. In 1993 and 1994, developmental costs were incurred for this product, which became available to customers late in the fourth quarter 1994. This business unit reported an operating loss in 1994 but is expected to be profitable in 1995.

INTERNATIONAL OPERATIONS

(in millions)	1994	1993	1992
Revenue	\$143.4	\$97.3	\$104.0
Operating income	\$16.5	\$18.1	\$17.7

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International Operations consists of Canadian Credit Information Services, Canadian Insurance Information Services, Telecredit Canada check services, Canadian Accounts Receivable Services, Equifax Europe, Infolink, Transax and three joint ventures. Revenue for the year was up 47.4 percent in 1994. During 1994, Equifax acquired a majority interest (formerly a 20 percent equity holding) in Transax, a U.K. check guarantee company; Infolink, the third largest U.K. credit reporting company; Canadian Bonded Credits, the second largest debt recovery operation in Canada, as well as entered into joint ventures in Spain, Chile and Argentina. Acquisitions accounted for 46.1 percentage points of the 1994 revenue increase. Exclusive of acquisitions, Canadian revenue was down 6 percent in 1994, due to unfavorable exchange rates, while Equifax Europe's revenue increased 27 percent. In 1993, this segment's revenue was down 6.4 percent primarily due to unfavorable exchange rates.

Canadian Credit Information Services continues to secure longer-term agreements even though pricing pressure remains. Revenue losses as a result of the Canadian expansion of TransUnion, a major U.S. competitor, were minimal in 1994. Revenue within Canadian Insurance Information Services declined for the year primarily due to continued weakness in the insurance industry. Efforts underway to scale down this business, which resulted in a charge of \$2.7 million taken during the year, should lead to improved performance in 1995. Telecredit Canada check services continues to significantly grow revenue and gain market share. Equifax Europe's revenue gain in 1994 continued the trend of revenue growth due to market share gains in Credit and Marketing Services.

Operating income for the International Operations segment declined 8.9 percent in 1994 versus an increase of 2 percent in 1993. Canadian operations posted an operating income decline in 1994 as a result of exchange rate declines, integration costs associated with the third quarter acquisition of Canadian Bonded Credits and the \$2.7 million charge within Canadian Insurance Services. Telecredit Canada check services posted its first profitable year with increased revenue and market share and is expected to improve profits and margins in 1995.

Equifax Europe posted its first profitable year due to the significant revenue growth and operating leverage inherent in the business. The acquisition of Infolink during the fourth quarter will double the size of Equifax's U.K. credit reporting business. The combination will enhance the value of our databases and create substantial savings by eliminating duplicate costs. During the fourth quarter of 1994 and into 1995, Equifax has incurred and will continue to incur integration costs which, as stated earlier, will lead to the elimination of duplicate costs between the two companies. The synergies from the combined businesses should result in substantial growth and cost savings in future years.

GENERAL INFORMATION SERVICES

(in millions)	1994	1993	1992
Revenue	\$133.0	\$113.9	\$90.6
Operating income (loss)*	\$ 3.8	\$ (8.5)	\$(5.1)

* Excludes unusual item of \$48.4 million in 1993

This segment comprises recently acquired health care operations, development projects and ongoing market research business operations. The revenue increase in 1994 of \$19.1 million is largely attributable to the 1994 acquisitions of Cooperative Healthcare Networks (CHN), Healthchex and Electronic Tabulating Services (ETS). In 1993, revenue was up \$23.3 million, largely due to the addition of Health Economics Corporation (HEC) revenue for a full year.

Operating income in 1994 was \$3.8 million versus a loss before unusual charges of \$8.5 million in 1993.

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In 1994, the segment realized a one-time \$4.2 million gain on the fourth quarter sale of its interest in FYI On-Line, a joint venture with MCI. The 1993 and 1992 results included operating losses recorded by HISI of \$9.2 million and \$4.7 million, respectively.

Health care is composed of HEC, Hospital Bill Audit, CHN, Healthchex, ETS, Medical Credentials Verification Service (MCVS) and Government and Special Systems. Marketing Services consists of Equifax National Decision Systems, Elrick & Lavidge and Quick Test. CHN and ETS, both new acquisitions, recorded losses in 1994 due to development costs and integration costs needed to combine and grow the health care electronic claims processing business. These businesses merged to form the Equifax Healthcare EDI Services business unit which is in a very high growth area. The need to reduce health care administrative costs drives the continued growth of electronically processed health care claims on a national scale. MCVS is an internally developed service that incurred development expenses in 1994. The product was released late in the fourth quarter and is expected to generate significant revenue and post a profit in 1995.

One of Equifax's strategic initiatives is to continue to grow its health care information services business. This growth is expected to come through acquisitions, joint ventures and internally developed products, all of which are expected to increase expenses in 1995.

GENERAL CORPORATE EXPENSE

(in millions)	1994	1993	1992
Expense	\$29.2	\$29.6	\$24.9

General corporate expense was essentially flat in 1994. In 1993, the increase in general corporate expense over 1992 was principally due to severance and facilities costs associated with cost structure changes in certain business segments.

OTHER INCOME, INTEREST EXPENSE AND EFFECTIVE INCOME TAX RATES

(dollars in millions)	1994	1993	1992
Other income	\$ 9.0	\$ 3.9	\$ 7.5
Interest expense	\$15.6	\$10.9	\$ 4.0
Effective income tax rate	42.0%	43.3%	41.1%

Several non-recurring items recorded in both 1994 and 1993, as well as lower levels of interest income in 1993, accounted for the changes in other income between years.

The increase in interest expense reflects the higher levels of short-term borrowing (due to acquisitions) and the June 1993 public issuance of long-term debt, which caused a change from short-term, floating rates to a higher, long-term fixed interest rate.

The effective tax rate of 42 percent in 1994 was lower than 1993's tax rate due to the limited state income tax benefits related to the HISI write-off and operating losses in 1993. The effective tax rate in 1993 was higher than 1992 because of the higher federal statutory tax rate enacted in August 1993 and the limited state tax benefits related to the HISI write-off and operating losses.

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FINANCIAL CONDITION

Equifax's financial condition remained strong in 1994. Net cash provided by operations was \$162.6 million, \$26.6 million higher than in 1993. Normal

capital expenditures, working capital needs and dividend payments were all met with internally generated funds. Working capital declined \$73.3 million during the year due primarily to short-term borrowings related to acquisitions.

During 1994, the Company made acquisitions and equity investments totaling \$262.7 million, and also repurchased 2.4 million of its own common shares in open market transactions totaling \$58 million. These transactions were principally financed by a combination of \$61.6 million in short-term debt, \$55.1 million proceeds from sale and leaseback transactions, \$77.2 million from the reissuance of treasury stock, and excess cash generated from operations. Equifax plans to continue paying cash dividends and increase the per share payout from time to time as earnings permit. The growth rate in dividends, however, is expected to be lower than the growth in earnings, allowing the Company to repurchase shares and reinvest a larger portion of internally generated funds into the business. As of December 31, 1994, approximately \$40 million remains authorized under the Company's share repurchase program.

Capital expenditures, exclusive of acquisitions, for 1994 were \$32 million. 1995 capital expenditures are projected to total approximately \$46 million, but other expenditures are possible as new investment opportunities arise. Capital expenditures are expected to be higher in 1995 due to investments in new products and services and normal expenditures related to the acquisitions made in 1994. Budgeted expenditures should be met with internally generated funds.

The \$450 million revolving credit facility remains available to fund future capital requirements, including the possible purchase of the CSC credit reporting and collection operation (Note 8). Management feels Equifax has sufficient unused debt capacity to finance all of these requirements, if necessary.

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ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CONSOLIDATED BALANCE SHEETS

<TABLE>
<CAPTION>

EQUIFAX INC.

(In thousands)

December 31	1994	1993
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 79,409	\$ 85,604
Accounts receivable, net of allowance for doubtful accounts of \$6,516 in 1994 and \$4,730 in 1993	242,645	191,825
Deferred income tax assets	26,472	9,870
Other current assets	27,353	15,569
	-----	-----
Total current assets	375,879	302,868
	-----	-----
Property and Equipment:		
Land, buildings and improvements	13,841	76,216
Data processing equipment and furniture	203,189	178,152
	-----	-----
	217,030	254,368
Less-Accumulated depreciation	132,792	126,473
	-----	-----
	84,238	127,895
	-----	-----
Goodwill	331,438	121,741
	-----	-----
Purchased Data Files	85,621	78,081
	-----	-----
Other	143,998	100,616
	-----	-----
	\$1,021,174	\$731,201
	=====	=====

</TABLE>

The accompanying notes are an integral part of these balance sheets.

<TABLE>
 <CAPTION>
 (In thousands, except par value)

December 31	1994	1993
<S>	<C>	<C>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 63,713	\$ 1,637
Accounts payable	53,561	38,726
Accrued salaries and bonuses	29,410	26,571
Income taxes payable	21,204	9,087
Other current liabilities	132,158	77,763
Total current liabilities	300,046	153,784
Long-Term Debt, Less Current Maturities	211,967	200,070
Postretirement Benefit Obligation	83,029	81,639
Other Long-Term Liabilities	64,273	41,677
Commitments and Contingencies (Notes 3 and 8)		
Shareholders' Equity:		
Common stock, \$2.50 par value; shares authorized - 125,000; issued - 83,389 in 1994 and 82,622 in 1993; outstanding - 75,895 in 1994 and 74,809 in 1993	208,471	206,554
Paid-in capital	145,859	108,807
Retained earnings	175,894	102,709
Cumulative foreign currency translation adjustment	(13,386)	(10,077)
Treasury stock, at cost, 4,094 shares in 1994 and 4,712 shares in 1993 (Note 6)	(87,975)	(92,870)
Stock held by employee benefits trusts, at cost, 3,400 shares in 1994 and 3,100 shares in 1993 (Note 6)	(67,004)	(61,092)
Total shareholders' equity	361,859	254,031
	\$1,021,174	\$731,201

</TABLE>

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>
 <CAPTION>

EQUIFAX INC.

(In thousands, except per share amounts)

Year Ended December 31	1994	1993	1992
<S>	<C>	<C>	<C>
Operating revenue	\$1,421,996	\$1,217,217	\$1,134,333
Costs and expenses:			
Costs of services	905,307	780,429	733,703
Selling, general and administrative expenses	302,582	269,321	259,292
Provision for lottery contract dispute and litigation (Note 3)	--	48,438	--
Total costs and expenses	1,207,889	1,098,188	992,995
Operating income	214,107	119,029	141,338
Other income, net	8,994	3,890	7,482
Interest expense	15,624	10,923	4,029
Income before income taxes	207,477	111,996	144,791
Provision for income taxes	87,131	48,481	59,445
Net income	\$ 120,346	\$ 63,515	\$ 85,346
Weighted average common shares outstanding	74,304	75,057	81,959
Per common share:			

Net income	\$1.62	\$0.85	\$1.04
	=====	=====	=====
Dividends	\$0.605	\$0.56	\$0.52
	=====	=====	=====

</TABLE>

The accompanying notes are an integral part of these statements.

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CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<TABLE>

<CAPTION>

EQUIFAX INC.

(In thousands)

Year Ended December 31	1994	1993	1992
<S>	<C>	<C>	<C>
Common Stock:			
Balance at beginning of year	\$206,554	\$ 205,821	\$ 205,367
Shares issued under stock plans	1,917	733	454
	-----	-----	-----
Balance at end of year	\$208,471	\$ 206,554	\$ 205,821
	=====	=====	=====
Paid-In Capital:			
Balance at beginning of year	\$108,807	\$ 104,262	\$ 102,279
Shares issued under stock plans	12,930	4,545	1,983
Adjustment for treasury stock reissued for acquisitions	20,267	--	--
Other	3,855	--	--
	-----	-----	-----
Balance at end of year	\$145,859	\$ 108,807	\$ 104,262
	=====	=====	=====
Retained Earnings:			
Balance at beginning of year	\$102,709	\$ 81,235	\$ 38,659
Net income	120,346	63,515	85,346
Cash dividends	(47,161)	(42,041)	(42,770)
	-----	-----	-----
Balance at end of year	\$175,894	\$ 102,709	\$ 81,235
	=====	=====	=====
Cumulative Foreign Currency Translation Adjustment:			
Balance at beginning of year	\$ (10,077)	\$ (6,349)	\$ 4,009
Adjustment during year	(3,309)	(3,728)	(10,358)
	-----	-----	-----
Balance at end of year	\$ (13,386)	\$ (10,077)	\$ (6,349)
	=====	=====	=====
Treasury Stock:			
Balance at beginning of year	\$ (92,870)	\$ (126,979)	\$ --
Cost of shares repurchased	(57,985)	(26,983)	(126,979)
Cost of shares transferred to employee benefits trusts	5,912	61,092	--
Cost of shares reissued for acquisitions	56,968	--	--
	-----	-----	-----
Balance at end of year	\$ (87,975)	\$ (92,870)	\$ (126,979)
	=====	=====	=====
Stock Held By Employee Benefits Trusts:			
Balance at beginning of year	\$ (61,092)	\$ --	\$ --
Cost of shares transferred from treasury stock	(5,912)	(61,092)	--
	-----	-----	-----
Balance at end of year	\$ (67,004)	\$ (61,092)	\$ --
	=====	=====	=====

</TABLE>

The accompanying notes are an integral part of these statements.

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CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>

<CAPTION>

EQUIFAX INC.

(In thousands)

Year Ended December 31	1994	1993	1992
------------------------	------	------	------

<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$ 120,346	\$ 63,515	\$ 85,346
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	66,496	54,924	53,823
Provision for lottery contract dispute and litigation	--	48,438	--
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable, net	(28,018)	(25,077)	9,331
Current liabilities, excluding debt	23,972	16,324	(8,628)
Other current assets	(5,035)	1,847	(4,717)
Deferred income taxes	(15,725)	(24,361)	(1,133)
Other long-term liabilities, excluding debt	569	445	(140)
Net cash provided by operating activities	162,605	136,055	133,882
Cash flows from investing activities:			
Additions to property and equipment	(20,173)	(39,757)	(34,640)
Acquisitions, net of cash acquired	(144,528)	(23,784)	(22,927)
Additions to other assets, net	(12,163)	(14,616)	(16,857)
Investments in unconsolidated affiliates	(15,303)	--	(4,919)
Proceeds from sale of land and buildings	57,079	--	--
Change in short-term investments	--	3,357	(3,357)
Net cash used by investing activities	(135,088)	(74,800)	(82,700)
Cash flows from financing activities:			
Net short-term borrowings	62,227	--	--
Proceeds from issuance of long-term debt	--	198,980	126,173
Payments on debt	(2,375)	(191,209)	(26,234)
Treasury stock purchases	(57,985)	(26,983)	(126,979)
Dividends paid	(47,161)	(42,041)	(42,770)
Proceeds from exercise of stock options	11,786	3,481	1,558
Other	3,855	--	--
Net cash used by financing activities	(29,653)	(57,772)	(68,252)
Effect of foreign currency exchange rates on cash	(4,059)	(1,865)	(4,093)
Net cash provided (used)	(6,195)	1,618	(21,163)
Cash and cash equivalents, beginning of year	85,604	83,986	105,149
Cash and cash equivalents, end of year	\$ 79,409	\$ 85,604	\$ 83,986

</TABLE>

The accompanying notes are an integral part of these statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING AND REPORTING POLICIES

PRINCIPLES OF CONSOLIDATION. The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries. All significant intercompany transactions and balances have been eliminated. Certain prior year amounts have been reclassified to conform with the current year presentation.

PROPERTY AND EQUIPMENT. The cost of property and equipment is depreciated primarily on the straight-line basis over estimated asset lives of 30 to 50 years for buildings; useful lives, not to exceed lease terms, for leasehold improvements; three to five years for data processing equipment and eight to 20 years for furniture.

GOODWILL. Goodwill is amortized on a straight-line basis primarily over 40 years. Amortization expense was \$7,380,000 in 1994, \$3,113,000 in 1993 and \$2,807,000 in 1992. As of December 31, 1994 and 1993, accumulated amortization was \$23,750,000 and \$16,570,000, respectively. The Company regularly evaluates whether events and circumstances have occurred that indicate the carrying amount of goodwill may warrant revision or may not be recoverable. When factors indicate that goodwill should be evaluated for possible impairment, the Company uses an estimate of the future undiscounted net cash flows of the related business over the remaining life of the goodwill in measuring whether the goodwill is recoverable.

PURCHASED DATA FILES. Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$11,331,000 in 1994, \$9,674,000 in 1993, and \$7,770,000 in 1992. As of December 31, 1994 and 1993, accumulated amortization was \$52,293,000 and \$44,778,000, respectively.

OTHER ASSETS. Other assets at December 31, 1994 and 1993 consist of the following:

<TABLE>
<CAPTION>

(In thousands)	1994	1993
<S>	<C>	<C>
Purchased software	\$ 39,355	\$ 11,026
Deferred systems development costs	30,710	28,812
Investments in unconsolidated affiliates	26,876	16,107
CSC contract costs	10,439	13,328
Deferred income tax assets	9,286	15,781
Other	27,332	15,562
	-----	-----
	\$143,998	\$100,616
	=====	=====

</TABLE>

Purchased software and deferred systems development costs are being amortized on a straight-line basis over five to ten years. CSC contract costs are amortized over ten years. Amortization expense was \$18,138,000 in 1994, \$13,593,000 in 1993, and \$11,983,000 in 1992. As of December 31, 1994 and 1993, accumulated amortization was \$70,055,000 and \$56,875,000, respectively.

FOREIGN CURRENCY TRANSLATION. The assets and liabilities of foreign subsidiaries are translated at the year-end rate of exchange, and income statement items are translated at the average rates prevailing during the year. The resulting translation adjustment is recorded as a component of shareholders' equity. Exchange gains and losses on intercompany balances of a long-term investment nature are also recorded as a component of shareholders' equity. Other foreign currency translation gains and losses, which are

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not material, are recorded in the consolidated statements of income.

CONSOLIDATED STATEMENTS OF CASH FLOWS. The Company considers cash equivalents to be short-term cash investments with original maturities of three months or less.

Cash paid for income taxes and interest is as follows:

<TABLE>
<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Income taxes, net of amounts refunded	\$91,643	\$62,666	\$66,597
Interest	14,604	10,846	3,692

</TABLE>

In 1994, 1993 and 1992, the Company acquired various businesses that were accounted for as purchases (Note 2). In conjunction with these transactions, liabilities were assumed as follows:

<TABLE>
<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Fair value of assets acquired	\$330,898	\$32,484	\$28,043
Cash paid for acquisitions	153,143	26,949	26,137
Value of treasury shares reissued for acquisitions	77,235	-	-
Notes and deferred payments	16,974	400	-
	-----	-----	-----
Liabilities assumed	\$ 83,546	\$ 5,135	\$ 1,906
	=====	=====	=====

</TABLE>

FINANCIAL INSTRUMENTS. The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable and short-term and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair value due to their short maturity. As of December 31, 1994, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$192,094,000, compared to its carrying value of \$214,127,000. During 1994, the Company did not hold any derivative financial instruments.

2. ACQUISITIONS AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES

During 1994, 1993 and 1992, the Company acquired or made equity investments in the following businesses:

<TABLE>
<CAPTION>

Business	Date Acquired	Industry Segment	Percentage Ownership
<S>	<C>	<C>	<C>
Osborn Laboratories, Inc.	November 1994	Insurance	100.0%
UAPT - Infolink plc	October 1994	International	100.0%
Electronic Tabulating Services	September 1994	General	100.0%
DICOM S.A. (Chile)	August 1994	International	25.0%
Canadian Bonded Credits	August 1994	International	100.0%
FBS Software (First Bankcard Systems, Inc.)	July 1994	Payment Services	100.0%
First Security Processing Services	July 1994	Payment Services	100.0%
Organizacion Veraz (Argentina)	May 1994	International	33.3%
ASNEF - Equifax Servicios de Informacion de Credito, S.L. (Spain)	May 1994	International	49.0%
HealthChex	May 1994	General	100.0%
Programming Resources Company	April 1994	Insurance	100.0%
Transax plc	April 1994	International	50.1%*

</TABLE>

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<TABLE>

<S>	<C>	<C>	<C>
Charlotte Credit Bureau	February 1994	Credit	100.0%
Cooperative Healthcare Networks	January 1994	General	100.0%
Newbridge, Inc. Insurance Services	October 1993	General	100.0%
Credit Bureau of Ocala Inc.	September 1993	Credit	100.0%
Integratec, Inc.	August 1993	Credit	100.0%
Transax plc	November 1992	International	20.0%
Health Economics Corporation	October 1992	General	100.0%

</TABLE>

*Increased from the 20 percent ownership position acquired in 1992.

The 1994 acquisitions of greater than 50 percent ownership were accounted for as purchases and had an aggregate purchase price of \$247,352,000, with \$212,765,000 allocated to goodwill, \$19,987,000, to purchased data files, and \$37,883,000 to other assets (primarily purchased software). Their results of operation have been included in the consolidated statements of income from the dates of acquisition. They were purchased using a combination of cash totaling \$153,143,000, notes and deferred payments of \$16,974,000, and the reissuance of treasury shares with a market value of \$77,235,000. Additional consideration may be paid for certain acquisitions based on their future operating performance and guarantees made by the Company related to the value to be realized by certain sellers upon their disposition of treasury shares received.

The 1994 acquisitions of less than 50 percent ownership interests are accounted for under the equity method and had an aggregate purchase price of \$15,303,000. They were purchased with cash and recorded as other assets.

The following unaudited pro forma information has been prepared as if the 1994 acquisitions had occurred on January 1, 1993. The information is based on historical results of the separate companies and may not necessarily be indicative of the results that could have been achieved or of results which may occur in the future. The pro forma information includes the expense for amortization of goodwill and other intangible assets resulting from these transactions and interest expense related to financing costs, but does not reflect significant synergies and operating cost reductions that are anticipated to be achieved from the combined operations.

<TABLE>
<CAPTION>

(In thousands, except per share amounts)	1994	1993
<S>	<C>	<C>
Revenue	\$1,514,186	\$1,375,467
Net income	119,364	57,393
Net income per common share	1.57	.74

</TABLE>

The 1993 acquisitions, which were accounted for as purchases, had an aggregate purchase price of \$27,349,000, of which \$14,002,000 was allocated to goodwill and \$5,007,000 to purchased data files. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material to the results of operations of the Company.

In addition to Health Economics Corporation, the Company also acquired several local credit bureaus during 1992. The aggregate purchase price of these acquisitions, which were accounted for as purchases, was \$26,137,000 and resulted in \$6,867,000 of goodwill. The November 1992 initial 20 percent investment in Transax plc totaled \$4,919,000 and was accounted for under the

equity method until April 1994, when an additional 30.1 percent interest was acquired.

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3. LOTTERY CONTRACT DISPUTE AND LITIGATION

High Integrity Systems, Inc. (HISI), a Company subsidiary, entered into a contract in July 1992 to provide lottery services to the state of California. Under this contract, HISI agreed to provide a system to automate the processing of instant lottery tickets and a system to sell on-line game tickets through 10,000 low-volume terminals.

On April 26, 1993, the California State Lottery (CSL) filed suit against HISI in Superior Court, Sacramento County, California, and on May 7, 1993, the CSL filed its first amended complaint naming Equifax Inc., et al. and Federal Insurance Company as additional defendants. The CSL is seeking unspecified damages for alleged breach of contract and injunctive relief and is asserting a claim against Federal Insurance Company for \$18.5 million, which represents the face amount of a performance bond delivered to the CSL in July 1992 on behalf of HISI.

On May 7, 1993, HISI filed a cross-complaint against the CSL seeking compensatory and general damages in an amount not less than \$65 million and special and consequential damages in an amount not less than \$100 million.

The Company believes HISI has a meritorious cross-complaint against the CSL for wrongfully terminating the contract. The Company further believes that it has well-founded and solid defenses against the CSL's claims. However, there can be no assurance that the Company will succeed in its defense and cross-complaint against the CSL. A revised litigation schedule has been approved by the Court, including a tentative trial date in October 1995. Substantial discovery activity has been undertaken by the Company and is continuing.

In September 1993, the Company recorded a provision of \$48,438,000 (\$30,939,000 after tax, or \$.41 per share) related to the lottery contract to write down data processing equipment and other assets to their estimated net realizable value and to accrue for estimated costs related to litigation with the CSL. In management's opinion, this provision is adequate and the ultimate resolution of the CSL litigation will not have a materially adverse impact on the Company's financial position or results of operations.

4. LONG-TERM DEBT AND SHORT TERM BORROWINGS

Long-term debt at December 31, 1994 and 1993 is as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993
-----	-----	-----
<S>	<C>	<C>
Senior Notes, 6 1/2%, due 2003, net of unamortized discount of \$867 in 1994 and \$969 in 1993	\$199,133	\$199,031
Other	14,994	2,676
	-----	-----
	214,127	201,707
Less current maturities	2,160	1,637
	-----	-----
	\$211,967	\$200,070
	=====	=====

</TABLE>

The Company has available a committed \$450 million revolving credit facility. Under the agreement, interest on borrowings is based on the prime rate, federal funds rate and LIBOR. The agreement also contains certain financial covenants related to interest coverage, funded debt to cash flow, total liabilities to net worth and tangible net worth.

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Scheduled maturities of long-term debt during the five years subsequent to December 31, 1994 are as follows: \$2,160,000 in 1995, \$12,583,000 in 1996, \$185,000 in 1997, and \$66,000 in 1998.

Short-term borrowings at December 31, 1994 consist of \$61,553,000 in notes payable to banks and have a weighted average interest rate of 6.13%.

5. INCOME TAXES

The Company records deferred income taxes using enacted tax laws and rates for the years in which the taxes are expected to be paid. Deferred income tax assets and liabilities are recorded based on the differences between the financial reporting and income tax bases of assets and liabilities.

The provision for income taxes consists of the following:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Current:			
Federal	\$ 75,736	\$ 54,373	\$ 37,048
State	13,904	9,193	7,594
Foreign	10,713	9,670	9,831
	-----	-----	-----
	100,353	73,236	54,473
	=====	=====	=====
Deferred:			
Federal	(10,774)	(22,935)	4,335
State	(1,437)	(1,920)	1,073
Foreign	(1,011)	100	(436)
	(13,222)	(24,755)	4,972
	-----	-----	-----
Total	\$ 87,131	\$ 48,481	\$ 59,445
	=====	=====	=====

</TABLE>

The provision for income taxes is based upon income before income taxes as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
United States	\$191,332	\$ 92,593	\$125,337
Foreign	16,145	19,403	19,454
	-----	-----	-----
	\$207,477	\$111,996	\$144,791
	=====	=====	=====

</TABLE>

The provision for income taxes is reconciled with the federal statutory rate as follows:

<TABLE>

<CAPTION>

(Dollars In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Federal statutory rate	35.0%	35.0%	34.0%
	=====	=====	=====
Provision computed at federal statutory rate	\$ 72,617	\$ 39,199	\$ 49,229
State and local taxes, net of federal tax benefit	8,104	4,728	5,720
Other	6,410	4,554	4,496
	-----	-----	-----
	\$ 87,131	\$ 48,481	\$ 59,445
	=====	=====	=====

</TABLE>

29

Components of the Company's deferred income tax assets and liabilities at December 31, 1994 and 1993 are as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993
<S>	<C>	<C>
Deferred income tax assets:		
Postretirement benefits	\$ 34,082	\$ 33,534
Reserves and accrued expenses	30,850	8,808
Provision for lottery contract dispute and litigation	17,499	17,499
Employee compensation programs	10,737	9,252
Other	8,615	5,279
	-----	-----
	101,783	74,372
	-----	-----

Deferred income tax liabilities:		
Data files and other assets	(48,062)	(33,013)
Depreciation	(5,034)	(7,409)
Pension expense	(4,216)	(1,511)
Safe harbor lease agreements	(4,602)	(5,545)
Other	(11,156)	(7,698)
	-----	-----
	(73,070)	(55,176)
	-----	-----
Net deferred income tax asset	\$ 28,713	\$ 19,196
	=====	=====

</TABLE>

The Company's deferred income tax assets and liabilities at December 31, 1994 and 1993 are included in the balance sheet as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993
-----	-----	-----
<S>	<C>	<C>
Deferred income tax assets	\$26,472	\$ 9,870
Other assets	9,286	15,781
Other long-term liabilities	(7,045)	(6,455)
	-----	-----
Net deferred income tax asset	\$28,713	\$19,196
	=====	=====

</TABLE>

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$91,832,000 at December 31, 1994. No provision for Canadian withholding taxes or United States federal income taxes is made on foreign earnings because they are considered by management to be permanently invested in those subsidiaries and, under the tax laws, are not subject to such taxes until distributed as dividends. If the earnings were not considered permanently invested, approximately \$9,183,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

6. SHAREHOLDER'S EQUITY

TREASURY SHARES. During 1994 and 1993, the Company repurchased 2,390,000 and 1,259,000 of its own common shares through open market transactions at an aggregate cost of \$57,985,000 and \$26,983,000, respectively. In December 1992, 6,553,000 shares were repurchased under a self-tender offer at an aggregate cost of \$126,979,000. During 1994, the Company reissued 2,709,000 treasury shares in connection with four acquisitions (Note 2).

In April 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs. In November 1993, the Company transferred

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3,100,000 treasury shares to the Trust. During the first quarter of 1994, the Company transferred 300,000 treasury shares to another employee benefits trust. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. No shares had been released from either trust as of December 31, 1994.

STOCK OPTIONS. The Company's shareholders have approved several stock option plans which provide that qualified and nonqualified options may be granted to officers and key employees at exercise prices not less than market value on the date of grant. Grants in 1993 include 1,061,600 options awarded under the EquiShares Employee Stock Option Grant, a program which included essentially all full-time salaried employees. Options are generally exercisable for five to ten years from grant date, subject to any vesting provisions. Certain of the plans also provide for awards of restricted shares of the Company's common stock.

A summary of changes in outstanding options is as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Balance, beginning of year	3,135	1,805	1,372
Granted	688	1,851	710
Canceled	(177)	(276)	(108)
Exercised	(709)	(245)	(169)
	-----	-----	-----
Balance, end of year	2,937	3,135	1,805
	=====	=====	=====
Exercisable, end of year	1,335	761	621

=====

</TABLE>

Other information related to stock options is as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Price range of outstanding options	\$ 9.87-\$30.00	\$ 9.87-\$24.63	\$ 9.87-\$18.88
Price range of exercised options	\$11.48-\$24.63	\$11.44-\$19.88	\$10.38-\$14.38
Average exercise price	\$18.49	\$16.58	\$11.24

</TABLE>

Stock options outstanding at December 31, 1994 expire at various dates through 2004. At December 31, 1994, there were 3,769,393 shares available for future option grants and restricted stock awards.

PERFORMANCE SHARE PLAN. The Company has a performance share plan for certain key officers which provides for distribution of the Company's common stock at the end of three-year measurement periods based upon the growth in earnings per share and certain other criteria. Recipients may elect to receive up to 50 percent of their distribution in cash. The total expense under the plan was \$3,987,000 in 1994, \$5,732,000 in 1993, and \$5,233,000 in 1992. At December 31, 1994, 550,045 shares of common stock were available for future awards under the plan.

7. EMPLOYEE BENEFITS

The Company and its subsidiaries have non-contributory qualified retirement plans covering most salaried employees, including certain employees in Canada. Under the plans, retirement benefits are primarily a function of years of service and the level of compensation during the final years of employment. Total pension expense for all qualified plans was \$7,143,000 in 1994, \$7,833,000 in 1993 and \$6,190,000 in 1992.

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U.S. RETIREMENT PLAN. The following table sets forth the U.S. plan's funded status at December 31, 1994 and 1993:

<TABLE>

<CAPTION>

(In thousands)	1994	1993
<S>	<C>	<C>
Accumulated plan benefits:		
Vested benefits	\$281,468	\$279,116
Nonvested benefits	11,302	8,950
	292,770	288,066
Effect of projected future compensation levels	21,249	35,743
	314,019	323,809
Projected benefit obligation	285,312	294,318
Plan assets at fair value		
Projected benefit obligation in excess of plan assets	(28,707)	(29,491)
Unrecognized net losses	20,233	15,967
Prior service cost not yet recognized in period pension cost	8,125	9,762
Net asset at transition being amortized through 1996	(994)	(1,461)
Adjustment to recognize minimum liability	(6,115)	-
Accrued pension liability	\$ (7,458)	\$ (5,223)

</TABLE>

The plan's assets consist primarily of listed common stocks, fixed income obligations and guaranteed investment contracts. At December 31, 1994, the plan's assets included 194,493 shares of the Company's common stock with a market value of approximately \$5,130,000.

Pension expense for the plan includes the following components:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
<S>	<C>	<C>	<C>
Service cost	\$ 7,694	\$ 6,048	\$ 5,885
Interest cost on projected benefit obligation	24,058	24,096	22,629
Actual return on plan assets	(2,064)	(36,863)	(11,904)
Net amortization and deferrals	(23,168)	14,235	(10,687)

Pension expense	\$ 6,520	\$ 7,516	\$ 5,923
-----------------	----------	----------	----------

Assumptions used in the accounting for the U.S. Retirement Plan are as follows:

	1994	1993	1992
Discount rate used to determine projected benefit obligation at December 31	8.75%	7.5%	8.5%
Rate of increase in future compensation levels	5.0%	5.0%	5.0%
Expected long-term rate of return on plan assets	9.0%	9.0%	9.0%

CANADIAN RETIREMENT PLAN. The Company's Canadian subsidiaries also have a retirement plan that covers approximately 1,000 employees. The plan's assets consist primarily of fixed income obligations and equity securities, and their aggregate fair market value approximates the projected benefit obligation at December 31, 1994.

SUPPLEMENTAL RETIREMENT PLAN. The Company maintains a supplemental executive retirement program for certain key employees. The plan, which is unfunded, provides supplemental retirement payments based on salary and years of service. The expense for this plan was \$2,609,000 in 1994, \$2,205,000 in 1993, \$2,162,000 in 1992. The accrued liability for this plan at December 31, 1994 and 1993 was \$13,213,000 and \$10,327,000, respectively, and is included in other long-term liabilities in the

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accompanying balance sheets.

EMPLOYEE THRIFT PLAN. The Company's thrift plan provides for annual contributions, within specified ranges, determined at the discretion of the Board of Directors for the benefit of eligible employees in the form of cash or shares of the Company's common stock. Expense for this plan was \$4,739,000 in 1994, \$4,286,000 in 1993 and \$4,343,000 in 1992.

POSTRETIREMENT BENEFITS. The Company provides certain health care and life insurance benefits for eligible retired employees. Health care benefits are provided through a trust, while life insurance benefits are provided through an insurance company. Substantially all of the Company's U.S. employees may become eligible for these benefits if they reach normal retirement age while working for the Company and satisfy certain years of service requirements. The Company accrues the cost of providing postretirement benefits for medical and life insurance coverage over the active service period of the employee.

The following table presents a reconciliation of the plan's status at December 31, 1994 and 1993:

(In thousands)	1994	1993
Accumulated postretirement benefit obligation:		
Retirees	\$ 63,349	\$ 66,159
Fully eligible active plan participants	6,467	7,855
Other active participants	6,856	7,765
	76,672	81,779
Plan assets at fair value	-	-
Accumulated benefit obligation in excess of plan assets	(76,672)	(81,779)
Unrecognized prior service credit due to plan amendments	(13,417)	(17,256)
Unrecognized net losses	3,994	14,120
	(86,095)	(84,915)
Less: Current portion	(3,066)	(3,276)
Accrued postretirement benefit obligation	\$ (83,029)	\$ (81,639)

</TABLE>

Net periodic postretirement benefit expense includes the following components:

(In thousands)	1994	1993	1992
Service cost	\$ 2,264	\$ 1,770	\$ 1,829
Interest cost on accumulated benefit obligation	5,908	5,724	5,526
Amortization of prior service credit	(3,839)	(4,337)	(4,333)
Amortization of losses	656	-	-

Net periodic postretirement benefit expense	\$ 4,989	\$ 3,157	\$ 3,022
---	----------	----------	----------

</TABLE>

Assumptions used in the computation of postretirement benefit expense and the related obligation are as follows:

<TABLE>
<CAPTION>

	1994	1993	1992
<S>	<C>	<C>	<C>
Discount rate used to determine accumulated postretirement benefit obligation at December 31	8.75%	7.5%	8.5%
Initial health care cost trend rate	11.0%	11.0%	12.0%
Ultimate health care cost trend rate	6.0%	6.0%	7.0%
Year ultimate health care cost trend rate reached	2005	2005	2005

If the health care cost trend rate were increased 1 percent for all future years, the accumulated

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postretirement benefit obligation as of December 31, 1994 would have increased 7.3 percent. The effect of such a change on the aggregate of service and interest cost for 1994 would have been an increase of 7.2 percent.

The Company continues to evaluate ways in which it can better manage these benefits and control costs. Any changes in the plan, revisions to assumptions, or changes in the Medicare program that affect the amount of expected future benefits may have a significant effect on the amount of the reported obligation and future annual expense.

8. COMMITMENTS AND CONTINGENCIES

LEASES. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$54,274,000 in 1994, \$40,798,000 in 1993 and \$59,920,000 in 1992. In March 1994, the Company sold and leased back under operating leases certain land and buildings. The net sales price of \$55,100,000 approximated the net book value of the related assets and, accordingly, no gain or loss was recognized.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1994:

<TABLE>
<CAPTION>

(In thousands)	Amount
<S>	<C>
1995	\$ 44,846
1996	30,938
1997	22,323
1998	17,299
1999	11,857
Thereafter	80,966

	\$208,229
	=====

</TABLE>

AGREEMENT WITH COMPUTER SCIENCES CORPORATION. The Company has an agreement with Computer Sciences Corporation (CSC) under which CSC-owned credit bureaus and certain CSC affiliate bureaus utilize the Company's credit database service. CSC and these affiliates retain ownership of their respective credit files and the revenues generated by their credit reporting activity. The Company receives a processing fee for maintaining the database and for each report supplied. The agreement expires in 1998, is renewable at the option of CSC for successive ten-year periods, and provides CSC with an option to sell its collection and credit reporting businesses to the Company. The option is currently exercisable and expires in 2013. In the event CSC does not exercise its option to sell and does not renew the agreement, or if there is a change in control of CSC, the Company has the option to purchase CSC's collection and credit reporting businesses. The option price is determined, for all purposes, in accordance with the following schedule: on or before July 31, 1995, at the higher of \$365 million or a price determined by certain financial formulas; after July 31, 1995 until July 31, 1998, at the price determined by such financial formulas; and after July 31, 1998, at appraised value.

DATA PROCESSING SERVICES AGREEMENT. In April 1993, the Company outsourced a portion of its computer data processing operations and related functions to

Integrated Systems Solutions Corporation (ISSC), a subsidiary of IBM. Under the terms of the agreement, the Company will pay ISSC an estimated \$650 million over the ten-year term of the agreement, although this amount could be more or less depending upon various factors, such as the inflation rate, the introduction of significant new technologies or

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changes in the Company's data processing needs as a result of acquisitions or divestitures. Under certain circumstances (e.g., a change in control of the Company), the Company may cancel the ISSC agreement; however, the agreement provides that the Company must pay a significant penalty in the event of such a cancellation.

EMPLOYMENT AGREEMENTS. The Company has employment agreements with ten of its officers which provide certain severance pay and benefits in the event of a "change in control" of the Company, which is defined as the acquisition of more than 50 percent of the Company's outstanding common stock by an entity or a concerted group of entities. In the event of a "change in control," the Company's performance share plan provides that all shares designated for future distribution will become fully vested and payable, subject to the achievement of certain levels of growth in earnings per share. At December 31, 1994, the maximum contingent liability under the agreements and plan was approximately \$17,900,000.

LITIGATION. In addition to the CSL litigation (Note 3), a number of lawsuits seeking damages are brought against the Company each year, largely as a result of reports issued by the Company. The Company provides for estimated legal fees and settlements relating to pending lawsuits. In the opinion of management, the ultimate resolution of these matters will not have a materially adverse effect on the Company's financial position, liquidity or results of operations.

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9. QUARTERLY FINANCIAL DATA (UNAUDITED)

Quarterly operating revenue and operating income by industry segment and other summarized quarterly financial data for 1994 and 1993 are as follows (in thousands, except per share amounts):

<TABLE>
<CAPTION>

1994:	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Revenue:				
Credit Information Services	\$110,185	\$110,358	\$112,878	\$112,216
Payment Services	50,557	56,184	62,599	77,257
Insurance Information Services	106,978	114,142	113,603	118,686
International Operations	22,458	32,736	37,563	50,614
General Information Services	29,181	29,267	32,644	41,890
	-----	-----	-----	-----
	\$319,359	\$342,687	\$359,287	\$400,663
	=====	=====	=====	=====
Operating income (loss):				
Credit Information Services	\$ 36,665	\$ 36,320	\$ 39,742	\$ 34,372
Payment Services	9,844	13,631	13,913	20,072
Insurance Information Services	3,517	6,068	5,569	3,350
International Operations	3,349	5,362	4,169	3,578
General Information Services	(1,220)	(2,647)	(1,174)	8,833
	-----	-----	-----	-----
Operating Contribution	52,155	58,734	62,219	70,205
General Corporate Expense	(8,214)	(7,865)	(6,640)	(6,487)
	-----	-----	-----	-----
	\$ 43,941	\$ 50,869	\$ 55,579	\$ 63,718
	=====	=====	=====	=====
Income before income taxes	\$ 41,541	\$ 49,088	\$ 53,724	\$ 63,124
	=====	=====	=====	=====
Net income	\$ 24,302	\$ 28,716	\$ 30,956	\$ 36,372
	=====	=====	=====	=====
Net income per common share	\$0.33	\$0.39	\$0.42	\$0.48
	=====	=====	=====	=====
1993:	First	Second	Third	Fourth
Revenue:				
Credit Information Services	\$ 86,685	\$ 94,093	\$107,787	\$110,535
Payment Services	45,633	50,494	51,960	62,329
Insurance Information Services	96,763	100,751	100,023	98,982
International Operations	22,518	26,161	24,104	24,513
General Information Services	24,274	26,986	27,913	34,713

	----- \$275,873 =====	----- \$298,485 =====	----- \$311,787 =====	----- \$331,072 =====
Operating income (loss):				
Credit Information Services	\$ 28,353	\$ 31,384	\$ 37,244	\$ 33,072
Payment Services	9,777	12,368	12,180	17,585
Insurance Information Services	2,601	2,655	(280)	561
International Operations	3,123	5,497	4,163	5,273
General Information Services	(4,219)	(4,799)	(49,621) *	1,674
	-----	-----	-----	-----
Operating Contribution	39,635	47,105	3,686	58,165
General Corporate Expense	(8,384)	(6,282)	(6,886)	(8,010)
	-----	-----	-----	-----
	\$ 31,251	\$ 40,823	\$ (3,200) *	\$ 50,155
	=====	=====	=====	=====

</TABLE>

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<TABLE>				
<S>	<C>	<C>	<C>	<C>
Income (loss) before income taxes	\$30,610	\$ 39,278	\$ (5,766) *	\$ 47,874
	=====	=====	=====	=====
Net income (loss)	\$18,118	\$ 23,249	\$ (6,458) *	\$ 28,606
	=====	=====	=====	=====
Net Income (loss) per common share	\$0.24	\$0.31	\$ (0.09) *	\$ 0.38
	=====	=====	=====	=====

</TABLE>

*Includes a provision for lottery contract dispute and litigation of \$48,438 pretax, or \$30,939 after tax (\$.41 per share).

10. INDUSTRY SEGMENT INFORMATION

Industry segment information is as follows:

<TABLE>					
<CAPTION>					
1992		1994		1993	
-----		-----		-----	-----
(Dollars in thousands)		Amount	% of Total	Amount	% of Total
% of Total					Amount
-----		-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
<C>					
Operating revenue:					
Credit Information Services	\$ 445,637	31%	\$ 399,100	33%	\$ 341,989
30%					
Payment Services	246,597	17%	210,416	17%	195,501
17%					
Insurance Information Services	453,409	32%	396,519	33%	402,276
35%					
International Operations	143,371	10%	97,296	8%	103,985
9%					
General Information Services	132,982	9%	113,886	9%	90,582
8%					
	-----	-----	-----	-----	-----
	\$1,421,996	100%	\$1,217,217	100%	\$1,134,333
100%	=====	=====	=====	=====	=====
=====					
Operating income (loss):					
Credit Information Services	\$ 147,099	60%	\$ 130,053	88%	\$ 93,233
56%					
Payment Services	57,460	24%	51,910	35%	49,408
30%					
Insurance Information Services	18,504	8%	5,537	4%	10,990
7%					
International Operations	16,458	7%	18,056	12%	17,704
11%					
General Information Services	3,792	2%	(56,965) *	(38%)	(5,099)
(3%)	-----	-----	-----	-----	-----

-	-----					
Operating contribution	243,313	100%	148,591	100%	166,236	
100%						
			====		=====	
===== General corporate expense	(29,206)		(29,562)		(24,898)	
	-----		-----		-----	
-	\$ 214,107		\$ 119,029		\$ 141,338	
	=====		=====		=====	
Identifiable assets at December 31:						
Credit Information Services	\$ 260,733	26%	\$ 270,532	37%	\$233,326	
33%						
Payment Services	115,929	11%	70,806	10%	78,994	
11%						
Insurance Information Services	171,904	17%	83,390	11%	84,423	
12%						
International Operations	293,318	29%	128,027	18%	119,964	
17%						
General Information Services	117,566	12%	75,284	10%	98,038	
14%						
Corporate	61,724	6%	103,162	14%	94,137	
13%						
	-----		-----		-----	
-	\$1,021,174	100%	\$ 731,201	100%	\$ 708,882	
100%	=====		=====		=====	

</TABLE>

* Includes a provision for lottery contract dispute and litigation of \$48,438.

Description of Segments:

CREDIT INFORMATION SERVICES: Consumer credit reporting information; credit card marketing services; risk management and collection services; locate services; fraud detection and prevention services; and mortgage loan origination information.

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PAYMENT SERVICES: Check guarantee services; credit and debit card authorization and processing; credit card marketing enhancement; and software products for managing credit card operations.

INSURANCE INFORMATION SERVICES: Underwriting and claims reporting services; inspection and loss control services; workers' compensation audits; software for commercial insurers; specimen testing for life and health insurance applicants; and employment evaluation services.

INTERNATIONAL OPERATIONS: In Canada, consumer and business credit reporting information; accounts receivable and collection services; underwriting and claims reporting services for insurance companies; and check guarantee services. In Europe (primarily the United Kingdom), credit reporting and marketing services; credit scoring and modeling services; check guarantee services; and auto lien information. In South America, credit information services and commercial, financial and medical information.

GENERAL INFORMATION SERVICES: Healthcare Information Services includes electronic claims processing; physician profiling; claims auditing; claims analysis, administration and utilization management; electronic remittance; hospital bill audits; and medical credentials verification. Marketing Services includes research and analysis; custom opinion surveys; and PC-based marketing systems, geodemographic systems and mapping tools.

Notes to Industry Segment Information:

- (1) Operating revenue is to unaffiliated customers only.
- (2) Operating income is operating revenue less operating costs and expenses, excluding interest expense, other income and income taxes.
- (3) Depreciation and amortization by industry segment are as follows:

<TABLE>
<CAPTION>

(In thousands)	1994	1993	1992
-	-----	-----	-----
<S>	<C>	<C>	<C>
Credit Information Services	\$26,640	\$25,478	\$23,050
Payment Services	4,970	3,230	4,139
Insurance Information Services	10,389	8,077	9,178
International Operations	11,277	5,583	5,921
General Information Services	9,762	7,056	5,770

Corporate	3,458	5,500	5,765
	-----	-----	-----
	\$66,496	\$54,924	\$53,823
	=====	=====	=====

</TABLE>

(4) Capital expenditures by industry segment, excluding property and equipment acquired in acquisitions, are as follows:

<TABLE>

<CAPTION>

(In thousands)	1994	1993	1992
	-----	-----	-----
<S>	<C>	<C>	<C>
Credit Information Services	\$ 5,042	\$ 6,082	\$ 6,441
Payment Services	5,059	2,596	2,462
Insurance Information Services	2,095	6,755	3,452
International Operations	3,062	1,267	4,082
General Information Services	3,817	22,541	15,933
Corporate	1,098	516	2,270
	-----	-----	-----
	\$20,173	\$39,757	\$34,640
	=====	=====	=====

</TABLE>

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(5) Financial information by geographic area is as follows:

<TABLE>

<CAPTION>

	1994		1993		1992	
	-----		-----		-----	
(Dollars in thousands)	Amount	% of Total	Amount	% of Total	Amount	% of Total
	-----	-----	-----	-----	-----	-----
Operating revenue:						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
United States	\$1,277,196	90%	\$1,119,921	92%	\$1,030,348	91%
Canada	78,277	6%	76,285	6%	79,990	7%
Europe	66,523	5%	21,011	2%	23,995	2%
	-----	-----	-----	-----	-----	-----
	\$1,421,996	100%	\$1,217,217	100%	\$1,134,333	100%
	=====	=====	=====	=====	=====	=====
Operating contribution (loss):						
United States	\$ 228,280	93%	\$ 130,995	88%	\$ 148,532	89%
Canada	15,476	6%	19,169	13%	19,257	12%
Europe	(851)	-	(1,573)	(1%)	(1,553)	(1%)
South America	408	-	-	-	-	-
	-----	-----	-----	-----	-----	-----
	\$ 243,313	100%	\$ 148,591	100%	\$ 166,236	100%
	=====	=====	=====	=====	=====	=====
Identifiable assets at December 31:						
United States	\$ 723,466	71%	\$ 603,174	82%	\$ 588,918	83%
Canada	109,004	11%	102,559	14%	95,242	13%
Europe	173,054	17%	25,468	3%	24,722	3%
South America	15,650	2%	-	-	-	-
	-----	-----	-----	-----	-----	-----
	\$1,021,174	100%	\$ 731,201	100%	\$ 708,882	100%
	=====	=====	=====	=====	=====	=====

</TABLE>

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To the Shareholders of Equifax Inc.:

We have audited the accompanying consolidated balance sheets of Equifax Inc. (a Georgia corporation) and subsidiaries as of December 31, 1994 and 1993 and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 1994. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Equifax Inc. and subsidiaries as of December 31, 1994 and 1993 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1994, in conformity with generally accepted accounting principles.

ARTHUR ANDERSEN LLP

Atlanta, Georgia
February 17, 1995

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ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON
ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 26, 1995, contains, on pages 2 through 5 and 20 thereof, information relating to the Company's Officers, Directors and persons nominated to become Directors. Said information is incorporated herein by reference and made a part hereof. See also information concerning the Company's executive officers in Part I, above.

ITEM 11. EXECUTIVE COMPENSATION

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 26, 1995, contains, on pages 9 through 20 thereof, information relating to executive compensation. Said information is incorporated herein by reference and made a part hereof.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS
AND MANAGEMENT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 26, 1995, contains, on pages 7 and 8, information relating to security ownership of certain beneficial owners and management. Said information is incorporated herein by reference and made a part hereof.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on April 26, 1995, contains, on pages 5 and 13 thereof, information relating to certain relationships and related transactions. Said information is incorporated herein by reference and made a part hereof.

PART IV.

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS
ON FORM 8-K

The following documents are filed as part of this report:

(A)1. FINANCIAL STATEMENTS

. Consolidated Balance Sheets - December 31, 1994 and 1993

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. Consolidated Statements of Income for the Years Ended December 31,
1994, 1993 and 1992

. Consolidated Statements of Shareholders' Equity for the Years Ended
December 31, 1994, 1993 and 1992

. Consolidated Statements of Cash Flows for the Years Ended December 31,
1994, 1993 and 1992

(A)2. FINANCIAL STATEMENT SCHEDULES

All schedules have been omitted because they are not applicable or the required information is included in the consolidated financial statements or notes thereto.

(A)3. EXHIBITS

Articles of Incorporation and By-laws

. By-Laws (13 pages)

Instruments Defining the Rights of Security Holders, Including Indentures

- . Loan Agreement, as amended (148 pages)/(1)/
- . Loan Agreement, Second Amendment (4 pages)/(2)/
- . Loan Agreement, Third Amendment (4 pages)/(2)/
- . Loan Agreement, Fourth Amendment (20 pages)/(3)/
- . Loan Agreement, Fifth Amendment (16 pages)/(5)/
- . Portion of Prospectus and Trust Indenture (134 pages)/(4)/

Material Contracts and Compensation Plans

- . Equifax Inc. 1988 Performance Share Plan for Officers, as amended (14 pages)/(6)/
- . Equifax Inc. Incentive Compensation Plan - Executive Management Group (4 pages)/(6)/
- . Equifax Inc. Incentive Compensation Plan - Management Group (3 pages)/(6)/
- . Deferred Bonus Compensation Plan (22 pages)/(6)/
- . Change in Control Agreement (10 pages)/(5) (6)/
- . Executive Employment Agreement, dated August 10, 1987 (13 pages)/(3)/(6)/

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- . Executive Employment Agreement, dated June 22, 1989 (7 pages)/(2) (6)/
- . Executive Employment Agreement, dated July 1, 1991 (3 pages)/(2) (6)/
- . Equifax Inc. Omnibus Stock Incentive Plan, as amended (19 pages)/(6)/
- . Equifax Inc. Omnibus Stock Incentive Plan Incentive and Non-Qualified Stock Option Agreements (8 pages)/(1) (6)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1994 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(5) (6)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(6)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Non-Qualified Stock Option Agreement (4 pages)/(6)/
- . Equifax Inc. Omnibus Stock Incentive Plan Restricted Stock Award Agreement (16 pages)/(2)/(6)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1994 Restricted Stock Award Agreement (4 pages)/(5) (6)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Restricted Stock Award Agreement (3 pages)/(6)/
- . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement (10 pages)/(6)/
- . Equifax Inc. Supplemental Executive Retirement Plan (24 pages)/(6)/
- . Equifax Inc. Supplemental Executive Retirement Plan Amendments (26 pages)/(5)/(6)/
- . Equifax Inc. Severance Pay Plan for Salaried Employees (18 pages)/(5) (6)/

- . Agreement For Computerized Credit Reporting Services (204 pages)/(5)/
- . Amendments to Agreement for Computerized Credit Reporting Services and related documents (66 pages)/(2)/
- . Amendment to Agreement for Computerized Credit Reporting Services (8 pages)/(3)/
- . Amendment to Agreement for Computerized Credit Reporting Services (9 pages)/(5)/
- . Amendment to Agreement for Computerized Credit Reporting Services (14 pages)
- . Computer and network operations agreement (31 pages)/(5)/
- . Purchase and Lease Agreement (109 pages)/(5)/
- . Headquarters Facility Lease (77 pages)/(5)/

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- . Participation Agreement (148 pages)/(5)/
- . Lease Agreement (71 pages)/(5)/
- . Compensation of Directors - The Company's by-laws, which are filed as an exhibit to this Form 10-K Annual Report, describe, on page 4 thereof, under Section III, "Compensation of Directors," the fees paid to Directors of the Company. Said information is hereby incorporated by reference.
- . Life Insurance - Messrs. C. B. Rogers, Jr. and L. A. Ault, III each own a personal life insurance policy in the face amount of \$1,000,000 and \$2,000,000, respectively. The Company pays the annual premiums on said policies.

Subsidiaries of the Registrant (3 pages)

Consent of Independent Public Accountants to incorporation by reference (1 page)

Financial Data Schedule (1 page)

/(1)/Previously filed as an exhibit on Form 10-K, filed March 29, 1991 and hereby incorporated by reference.

/(2)/Previously filed as an exhibit on Form 10-K, filed March 27, 1992, and hereby incorporated by reference.

/(3)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and hereby incorporated by reference.

/(4)/Previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and hereby incorporated by reference.

/(5)/Previously filed as an exhibit on Form 10-K, filed March 31, 1994, as amended on Form 10-K/A, filed October 14, 1994, and hereby incorporated by reference.

/(6)/Management Contract or Compensatory Plan

Copies of the Company's Form 10-K which are furnished pursuant to the written request of the Company's shareholders do not include the exhibits listed above. Any shareholder desiring copies of one or more such exhibits should write the Secretary of the Company at P.O. Box 4081, Atlanta, Georgia 30302, specifying the exhibit or exhibits and enclosing a check for the amount resulting from multiplying \$.50 times the number of pages (as indicated above) of the exhibit(s) requested.

(b) Reports on Form 8-K

The Company filed one report on Form 8-K during the fourth quarter of the year ended December 31, 1994.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

EQUIFAX INC.

Date March 23, 1995 By /s/ T.H. Magis
T. H. Magis, Corporate Vice
President, Secretary and General
Counsel

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<TABLE>

<S>	<C>	<C>
Date	March 24, 1995	<u>/s/ C. B. Rogers, Jr.</u> C. B. Rogers, Jr., Chairman of the Board and Chief Executive Officer
Date	March 23, 1995	<u>/s/ D. W. McGlaughlin</u> D. W. McGlaughlin, President, Chief Operating Officer and Director
Date	March 23, 1995	<u>/s/ T. F. Chapman</u> Thomas F. Chapman, Executive Vice President and Director
Date	March 23, 1995	<u>/s/ D. U. Hallman</u> D. U. Hallman, Senior Vice President and Chief Financial Officer
Date	March 24, 1995	<u>/s/ P. J. Mazzilli</u> P. J. Mazzilli, Corporate Controller (Principal Accounting Officer)
Date	March 24, 1995	<u>/s/ J. L. Clendenin</u> J. L. Clendenin, Director

</TABLE>

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<TABLE>

<S>	<C>	<C>
Date	March 24, 1995	<u>/s/ Larry Prince</u> Larry Prince, Director
Date	March 24, 1995	<u>/s/ D. Raymond Riddle</u> D. Raymond Riddle, Director
Date	March 24, 1995	<u>/s/ A. W. Dahlberg</u> A. W. Dahlberg, Director
Date	March , 1995	<u>L. Phillip Humann, Director</u>
Date	March , 1995	<u>Dr. L. W. Sullivan, Director</u>
Date	March , 1995	<u>Lee A. Ault, III, Director</u>
Date	March , 1995	<u></u>

Date	March , 1995	<hr/> Ron D. Barbaro, Director
Date	March , 1995	<hr/> J. C. Chartrand, Executive Vice President and Director
Date	March 24, 1995	<hr/> /s/ Tinsley H. Irvin <hr/> Tinsley H. Irvin, Director

</TABLE>

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INDEX TO EXHIBITS

<TABLE>
<CAPTION>

EXHIBIT
NUMBER
- - - - -

Articles of Incorporation and By-laws

<S>	<C>
3	. By-Laws
	Instruments Defining the Rights of Security Holders, Including Indentures
4.1	. Loan Agreement, as amended/(1)/
4.2	. Loan Agreement, Second Amendment/(2)/
4.3	. Loan Agreement, Third Amendment/(2)/
4.4	. Loan Agreement, Fourth Amendment/(3)/
4.5	. Loan Agreement, Fifth Amendment/(5)/
4.6	. Portion of Prospectus and Trust Indenture /(4)/

Material Contracts and Compensation Plans

10.1	. Equifax Inc. 1988 Performance Share Plan for Officers, as amended/(6)/
10.2	. Equifax Inc. Incentive Compensation Plan - Executive Management Group/(6)/
10.3	. Equifax Inc. Incentive Compensation Plan - Management Group/(6)/
10.4	. Deferred Bonus Compensation Plan/(6)/
10.5	. Change in Control Agreement/(5) (6)/
10.6	. Executive Employment Agreement, dated August 10, 1987/(3)/(6)/
10.7	. Executive Employment Agreement, dated June 22, 1989/(2) (6)/
10.8	. Executive Employment Agreement, dated July 1, 1991/(2) (6)/
10.9	. Equifax Inc. Omnibus Stock Incentive Plan, as amended /(6)/
10.10	. Equifax Inc. Omnibus Stock Incentive Plan Incentive and Non-Qualified Stock Option Agreements/(1) (6)/
10.11	. Equifax Inc. Omnibus Stock Incentive Plan 1994 Incentive and Non-Qualified Stock Option Agreements/(5) (6)/

</TABLE>

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<TABLE>
<S>

<C>	
10.12	. Equifax Inc. Omnibus Stock Incentive Plan 1995 Incentive and Non-Qualified Stock Option Agreements/(6)/
10.13	. Equifax Inc. Omnibus Stock Incentive Plan 1995 Non-Qualified Stock Option Agreement/(6)/
10.14	. Equifax Inc. Omnibus Stock Incentive Plan Restricted Stock Award Agreement/(2) (6)/

- 10.15 . Equifax Inc. Omnibus Stock Incentive Plan 1994 Restricted Stock Award Agreement/(5) (6)/
 - 10.16 . Equifax Inc. Omnibus Stock Incentive Plan 1995 Restricted Stock Award Agreement/(6)/
 - 10.17 . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement/(6)/
 - 10.18 . Equifax Inc. Supplemental Executive Retirement Plan/(6)/
 - 10.19 . Equifax Inc. Supplemental Executive Retirement Plan Amendments/(5) (6)/
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 - 10.25 . Amendment to Agreement for Computerized Credit Reporting Services
 - 10.26 . Computer and network operations agreement/(5)/
 - 10.27 . Purchase and Lease Agreement/(5)/
 - 10.28 . Headquarters Facility Lease/(5)/
 - 10.29 . Participation Agreement/(5)/
 - 10.30 . Lease Agreement/(5)/
- Annual Report, describe, on page 4 thereof, under Section III, "Compensation of Directors," the fees paid to Directors of the Company. Said information is hereby incorporated by reference.

</TABLE>

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<TABLE>

<C>	<S>
	. Life Insurance - Messrs. C. B. Rogers, Jr. and L. A. Ault, III each own a personal life insurance policy in the face amount of \$1,000,000 and \$2,000,000 respectively. The Company pays the annual premiums on said policies.
21	Subsidiaries of the Registrant
23	Consent of Independent Public Accountants to incorporation by reference
27	Financial Data Schedule

</TABLE>

/(1)/Previously filed as an exhibit on Form 10-K, filed March 29, 1991 and hereby incorporated by reference.

/(2)/Previously filed as an exhibit on Form 10-K, filed March 27, 1992, and hereby incorporated by reference.

/(3)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and hereby incorporated by reference.

/(4)/Previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and hereby incorporated by reference.

/(5)/Previously filed as an exhibit on Form 10-K, filed March 31, 1994, as amended on Form 10-K/A, filed October 14, 1994, and hereby incorporated by reference.

/(6)/Management Contract or Compensatory Plan

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BY-LAWS OF EQUIFAX INC.

Revised to incorporate changes adopted by the Board of Directors
in its meeting held January 25, 1995
Effective January 1, 1995

I

STOCKHOLDERS

A. Annual Meeting: The Annual Meeting of the Shareholders of this Company shall be held during the first four months after the end of each fiscal year of the Corporation at such time and place, within or without the State of Georgia, as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may be brought before the meeting.

It shall be the duty of the Secretary to cause notice of each Annual Meeting to be mailed to each Shareholder of record at his last known address at least ten days before the date of said meeting. Any failure to mail such notice or any irregularity in such notice shall not affect the validity of any Annual Meeting or any proceedings had at any such meeting.

B. Special Meetings: Special meetings of the Stockholders may be held at the principal office of the Company in the State of Georgia or at such other place in the State of Georgia as may be named in the call therefor. Such special meetings may be called by the Chairman of the Board of Directors, the Vice Chairman, the President, the Board of Directors by vote at a meeting or a majority of the Directors in writing without a meeting. Notice of such special meetings shall indicate briefly the object or objects thereof, shall be signed by the Secretary, and by him or by his authority mailed or delivered to each Stockholder entitled to vote at such meeting. Such notice, if mailed, shall be mailed to the last known address of the Stockholder at least ten days before the date of said meeting. Nevertheless, if all of the Stockholders shall waive notice of the special meeting, no notice of such meeting shall be required. When all of the Stockholders shall meet in person or by proxy, such meeting shall be valid for all purposes, without call or notice, and at such meeting any or all corporate action may be taken, notwithstanding the limitation of the notice.

C. At any meeting of the Stockholders, the holders of one-half of all shares of the capital stock of the Company entitled to vote at said meeting, present in person or represented by proxy, shall constitute a quorum of Stockholders for all purposes. If the holders of the amount of stock necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place fixed by these By-Laws for an Annual Meeting or fixed by notice as provided for a special meeting, a majority in interest of Stockholders present in person or by proxy may adjourn from time to

time, without notice other than by announcement at the meeting, until the holders of the amount of stock requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

D. The Chairman of the Board, if there be one, or, if not, the designated Chief Executive Officer of this Company, shall call the meeting of the Stockholders to order and shall act as Chairman of such meeting; in the absence of both the Chairman of the Board and the designated Chief Executive Officer, the meeting shall be called to order by the senior Executive Vice President or, in his absence also, by the next senior Executive Vice President then present, or in the absence of all Executive Vice Presidents, by one of the Vice Presidents, who shall act as Chairman thereof. The Secretary of the Company shall act as secretary of the meeting of the Stockholders. In the absence of the Secretary, at any meeting of the Stockholders, the presiding officer may appoint any person to act as secretary of the meeting.

E. At each meeting of the Stockholders, every Stockholder entitled to vote at said meeting shall be entitled to vote in person or by proxy, which proxy shall be evidenced by a writing subscribed by such Stockholder or by his duly authorized attorney. Each Stockholder shall have one vote for each share of stock of this Company then entitled to vote at such meeting which was registered in his name at the time of the closing of the transfer books for said meeting, if said books were closed, and, if not closed, standing in his name at the time of said meeting.

F. The Board of Directors is hereby authorized to fix a record date, not exceeding fifty days and not less than ten days preceding the date of any meeting of the Shareholders, for determining Shareholders entitled to notice of and to vote at such meeting or adjournment thereof. In any case in which the Board of Directors does not provide for setting such record date, the fiftieth

day preceding the date of the meeting of the Shareholders shall be the record date for the determination of the Shareholders entitled to notice of and to vote at such meeting.

II

BOARD OF DIRECTORS

A. The business and the property of the Company shall be managed and controlled by the Board of Directors. The Directors shall consist of not less than nine, nor more than fifteen Shareholders, and the number of Directors shall be determined, from time to time, by the Board of Directors or the Shareholders. Each Director shall be elected for an initial term of office not to exceed three years. At each annual election, the successors to the Directors whose terms expire in that year shall be elected, or reelected, to hold office for a term of three years, so that the term of office of one

class of Directors shall expire each year.

The Chairman of the Board may continue to serve as an active Director after retirement as Chief Executive Officer of the Company until reaching seventy years of age. Any other Director reaching sixty-five years of age shall automatically retire from the Board, with the exception that in such instances where a Director still continues in his regular business relationship at age sixty-five, he may continue serving as a Director until retirement from this business relationship or until his seventieth birthday, whichever first occurs.

The number of Directors may be altered from time to time by the alteration of these By-Laws. The term of office of a Director may be altered by a vote of the holders of the majority of the shares of the capital stock of this Company entitled to vote on matters of ordinary business of the Company, or by a vote of two-thirds of the Board of Directors. Every Director shall be the holder of at least one share of the capital stock of this Company. Each Director shall serve for the term for which he shall have been elected and until his successor shall have been duly chosen, unless his term be sooner ended as herein permitted; provided, however, that should a Director sell all of his stock, the sale of said stock shall work a resignation of his office as a Director.

B. In the event of a vacancy in the Directors of any class, by death, resignation, disqualification, removal, or otherwise, the remaining Directors, by an affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant and until the election of his successor.

C. The Directors may have an office and keep the books of the Company in such place or places in the State of Georgia or out of the State of Georgia as the Board from time to time may determine.

D. Regular meetings of the Board of Directors shall be held on the last Wednesday in the months of January, April, July and October, if not a legal holiday, or, if a legal holiday, then on the next succeeding day not a legal holiday. When desirable to do so, the date of the meeting may be changed on the approval of the Board of Directors or the Executive Committee. Also, the time and place of the meeting may be fixed from time to time by the Directors, otherwise by the Secretary in the notice of the meeting.

The Secretary shall give notice of each regular meeting by mailing or delivering the same at least five days before the meeting, or by telegraphing the same at least two days before the meeting, to each Director, but such notice may be waived by any Director. The attendance by any Director upon any meeting shall be a waiver of notice of the time and place of holding the said meeting.

E. Special meetings of the Board of Directors shall be held whenever called by the direction of the Chairman of the Board, if

there be one and if he be present, or by the Vice Chairman, if there be one, or by the President, or by one-third of the Directors for the time being in office.

The Secretary shall give the same type notice for special meetings as is required for regular meetings. Unless otherwise indicated in the notice thereof, any and all business of the Company may be transacted at any special meeting of the Board of Directors.

F. A majority of the Board of Directors shall constitute a quorum for the transaction of business; but if at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

G. Meetings of the Board of Directors, regular or special, may be held within the State of Georgia, at places other than the one at which the said meetings are usually held; or at places out of the State. In either event, the place for holding such special meeting shall be stated in the notice.

H. Any action that may be taken at a meeting of the Board of Directors may be

taken without such meeting if a written consent is approved in the form of minutes of a meeting, setting forth the action so taken, and signed by all of the Directors.

III

COMPENSATION OF DIRECTORS

Directors who are salaried officers or employees of the Company shall receive no additional compensation for service as a Director. Each Director who is not a salaried officer or employee of the Company shall be compensated as set forth below.

Each Director shall receive a fee of \$5,000 per quarter, for services as a Director. The Chairman of the Executive Committee shall receive a fee of \$4,000 per quarter and any other member of the Executive Committee shall receive a fee of \$1,000 per quarter. Any Director who is chairman of any other committee elected or appointed by the Board shall receive a fee of \$1,000 per quarter. Each Director shall also receive a fee of \$1,000 for attendance at any meeting of the Board or of a committee thereof. In addition, each such Director shall be entitled to receive stock option awards as provided for under the Equifax Inc. Non-Employee Director Stock Option Plan.

IV

ELECTION OF OFFICERS AND COMMITTEES

A. At the April meeting of the Board of Directors in each year, or, if not done at that time, then at any subsequent meeting, the

Board of Directors shall proceed to the election of executive officers of the Company, and of the Executive Committee, as hereinafter provided for.

B. The Board of Directors may elect from their members an Executive Committee which shall include the Chairman of the Board, if there be one, the Chief Executive Officer, and the President. The Executive Committee shall consist of not less than three nor more than five members, the precise number to be fixed by resolution of the Board of Directors from time to time.

Each member shall serve one year and until his successor shall have been elected, unless that term be sooner terminated by the Board of Directors. The Board of Directors shall fill the vacancies in the Executive Committee by election. The Chairman of the Board, if there be one, or, if not, the Chief Executive Officer, shall be the Chairman of the Executive Committee.

All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action, and shall be subject to revision or alteration by the Board of Directors, provided that no rights or interests of third parties shall be affected by any such revision or alteration. The Executive Committee shall fix its own rules and proceedings, and shall meet where and as provided by such rules or by resolution of the Board of Directors. In every case, the affirmative vote of a majority of all the members of the Committee shall be necessary to its adoption of any resolution.

C. The Board of Directors is authorized and empowered to appoint from its own body or from the Officers of the Company, or both, such other committees as it may think best, and may delegate to or confer upon such committees all or such part of its powers, and may prescribe the exercise thereof as it may deem proper.

D. During the intervals between the meeting of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management of all the affairs of the Company, including the making of contracts, the purchase and sale of property, the execution of legal instruments, and all other matters in which specific direction shall not have been given by the Board of Directors.

V

OFFICERS

A. The Officers of the Company, unless otherwise provided by the Board from time to time, shall consist of the following: a Chief Executive Officer, a President, one or more Vice Presidents (one or more of whom may be designated Executive Vice President, one or more of whom may be designated Corporate Vice President and one or more of whom may be designated Senior Vice President), a Treasurer,

and a Secretary, who shall be elected by the Board of Directors. The Board of Directors may from time to time elect a Chairman and Vice Chairman of the Board. All elected officers shall hold their respective offices at the pleasure and subject to the will of the Board of Directors. The Board of Directors or any

Officer to whom the Board may delegate such authority, may also elect, choose, or employ such other officers, agents, or employees as it or he may see fit, and may prescribe their respective duties. Any two or more of said offices may be filled by the same person, except the President and the Secretary shall not be the same person.

The Executive Committee shall approve salaries of all elected officers and such other employees as may be designated by the Executive Committee, except that salaries of members of the Executive Committee shall be fixed by the Management Compensation Committee of the Board of Directors.

B. Chairman of the Board: The Chairman of the Board of Directors shall direct the business and policies of the Company and serve as Chief Executive Officer of the Company if so designated by the Board of Directors. He shall preside at all meetings of the Stockholders, the Board of Directors, and the Executive Committee. He shall also act as ex officio member of all standing committees. Except where by law the signature of the Chief Executive Officer or President is required, he shall have the same power as the Chief Executive Officer or President to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. He shall have such other powers and duties as from time to time may be assigned to him by the Board of Directors.

C. Vice Chairman: If the Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, and if so designated by the Board of Directors, the Vice Chairman shall serve as Chief Executive Officer. It shall be the duty of the Vice Chairman of the Board, in the absence of the Chairman of the Board, to preside at meetings of the Shareholders, at meetings of the Directors, and at meetings of the Executive Committee. He shall do and perform all acts incident to the office of Vice Chairman and, if so designated, those of Chief Executive Officer, subject to the approval and direction of the Board of Directors.

D. President: The President shall be the Chief Operating Officer of the Company and shall have general charge of the business of the Company subject to the specific direction and approval of the Board of Directors or its Chairman or Vice Chairman or the Executive Committee. If the Chairman or Vice Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, the President shall also serve as Chief Executive Officer. In the event of a vacancy in the office of Chairman and Vice Chairman of the Board or during the absence or disability of both the Chairman and the Vice Chairman, the President shall serve as Chief Executive Officer and shall have all of the rights, powers and authority given hereunder to the Chairman of the Board. He may sign all authorized certificates, contracts, bonds, deeds, mortgages, and

other instruments, except in cases in which the signing thereof shall have been expressly delegated to some other Officer or Agent of the Company. He shall also act as an ex officio member of all standing committees and shall have authority, subject to the approval of the Chairman and Vice Chairman of the Board, to appoint and discharge all employees or agents of the Company, other than Officers. In general, he shall have the usual powers and duties incident to the office of a President of a Corporation and such other powers and duties as from time to time may be assigned to him by the Board or Chairman or Vice Chairman of the Board.

In case of the death, absence, or inability to act as the President, his power shall be exercised and his duties discharged by the senior Executive Vice President; or if there is no Executive Vice President, by the Vice President, who is the senior by years of service in that office, until such time as the Executive Committee shall designate another individual to exercise said powers and discharge said duties.

The President shall hold office at the pleasure of the Board of Directors.

E. Executive Vice Presidents: Each shall have authority, in behalf of the Corporation, to execute, approve, or accept agreements for service, bids, or other contracts, and shall sign such other instruments as each is authorized or directed to sign by the Board of Directors or its Committee or by the Chief Executive Officer or the President. Each shall do and perform all acts incident to the office of the Executive Vice President of the Company or as may be directed by its Board of Directors or its Committee or the Chief Executive Officer or the President.

In case of the death, absence, or inability to act as an Executive Vice President, his powers shall be exercised and his duties discharged by such Officer of the Company who is delegated to perform such duties by resolution of the Board of Directors or its authority.

Each Executive Vice President shall hold office at the pleasure of the Board of Directors.

F. Vice Presidents: There shall be one or more Vice Presidents of this Company, as the Board of Directors may from time to time elect. Each Vice President shall have such power and perform such duties as may be assigned him by the Board of Directors or its authority.

They shall hold office at the pleasure of the Board of Directors.

G. Treasurer: It shall be the duty of the Treasurer to have the care and custody of all funds of the Company which may come into his hands, and to deposit the same in such bank or banks or trust company or trust companies as shall be indicated by the Board of Directors or its authority and he shall pay out and dispose of the

same as directed by the Chief Executive Officer, the President, the Executive Vice President or the Board of Directors or its authority. He shall have general charge of all the books, vouchers, and papers belonging to the Company, and shall perform such other duties as are incident to the office of Treasurer or as may be required by the Chief Executive Officer, the President, the Executive Vice President or the Board of Directors or its authority. He shall at all reasonable times exhibit his books and accounts to anyone when ordered to do so by the Board of Directors or its authority, but shall not be obliged to exhibit the same to any Stockholder unless ordered to do so by the Board of Directors or its authority.

The Treasurer shall hold office at the pleasure of the Board of Directors.

H. Secretary: The Secretary shall keep the minutes of the Stockholders and Directors Meetings, and of all Committees of these bodies, should such committees require it. He shall attend to the giving and serving of all notices by the Company, shall countersign all certificates of stock, and shall affix the Seal of the Company to all certificates of stock when signed by the Chief Executive Officer, the President or one of the Vice Presidents, and to such other instruments as he may be directed by the Chief Executive Officer, the President, the Executive Vice President or Vice President or the Board of Directors or its authority. Subject to the possession, rights, and duties of the Transfer Agent and/or Registrar of this Company, if there be one, he shall have charge of the certificate book, transfer book, and stock ledger, and such other books, papers, and accounts as may be required by the Chief Executive Officer, the President or Executive Vice President or the Board of Directors or its authority, all of which books shall be open at all times to the examination of any Director, but not to any Stockholder who is not a Director except when ordered by the Board of Directors or its authority. He shall perform such other duties of whatever kind pertaining to the business of the Company as may be required by the Chief Executive Officer, the President or Executive Vice President or the Board of Directors or its authority.

The Secretary shall hold office at the pleasure of the Board of Directors.

I. Junior Officers and Agents: In all cases where the duties of the junior officers and agents of the Company are not especially prescribed by the By-Laws or by resolution of the Board of Directors, such officers and agents shall obey the orders and instructions of the Chief Executive Officer, the President or the Executive Vice President or Vice Presidents having immediate jurisdiction over them. The Chief Executive Officer, the President or an Executive Vice President or the Officer acting as President, may suspend or remove any junior officer, or other employee of the Company, and shall report the same to the Chairman of the Board of Directors, if there be one, or, if not, to the Executive Committee,

and such Chairman or Committee may either confirm or revoke or modify the order of the Chief Executive Officer, or the President or Executive Vice President or Officer acting as such.

J. Bond of Officers and Agents: The officers and agents of the Company shall give such bonds, with good security, for the faithful discharge of their duties as may be required by the Board of Directors or its authority, such bonds to be approved by the Chief Executive Officer or the President except as to the bond of the Chief Executive Officer and the President, which shall be approved by the Treasurer.

K. Unless otherwise ordered by the Board of Directors or Executive Committee, the Chairman of the Board, the Vice Chairman, the President or any Executive Vice President of this Company shall have full power and authority in behalf of this Company to attend and to act and to vote at any meetings of stockholders of any corporation in which the Company may hold stock, and at such meetings may possess and shall exercise any and all rights and powers incident to the ownership of such stock which such owner thereof (the Company) might have possessed and exercised if present. The Board of Directors or Executive Committee, by resolution from time to time, may confer like powers upon any other person or persons.

V-A

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES
AND AGENTS; INSURANCE

A. This Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact

that he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that this conduct was unlawful.

B. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

C. To the extent that a person indemnified under this By-Law has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs A and B of this Section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

D. The indemnification under paragraphs A and B of this Section (unless ordered by a court) shall be effective upon the Company only when authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs A and B. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the affirmative vote of a majority of the shares entitled to vote thereon.

E. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company as authorized in this Section.

F. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking

indemnification may be entitled under any By-Law or resolution approved by the affirmative vote of the holders of a majority of the shares entitled to vote thereon taken at a meeting the notice of which specified that such By-Law or resolution would be placed before the Stockholders, both as to action by a director, officer, employee or agent in his official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

G. The Company and its Officers shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section.

H. If, under this Section, any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the Stockholders, the Company shall, not later than the next Annual Meeting of Stockholders unless such meeting is held within three months from the date of such payment, send by

first class mail to its Stockholders of record at the time entitled to vote for the election of Directors a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

VI

CAPITAL STOCK

A. Certificate of Shares: The certificate of shares of the capital stock of the Company shall be in such form not inconsistent with the Charter of the Company as shall be approved by the Board of Directors. Certificates for stock of the Company may be signed by the President or other Chief Executive Officer or a Vice President and also by the Secretary and the corporate seal thereunto affixed or may be signed with the facsimile signatures of the President or other Chief Executive Officer or a Vice President and of the Secretary, with a facsimile of the seal of the Corporation and in all cases a stock certificate must also be signed by the Transfer Agent for the stock.

All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the Company's books. All certificates surrendered to the Company shall be canceled and no new certificates shall be issued until the

former certificate for the same number of shares of the same class shall have been surrendered and canceled.

B. Transfer of Shares: The shares in the capital stock of the Company shall be transferred only on the books of the Company by the holder thereof, in person or by his attorney, upon surrender and cancellation of certificates for a like number of shares. Transfer of shares shall be in accordance with such reasonable rules and regulations as may be made from time to time by the Board of Directors.

C. The Board of Directors shall have authority to appoint a Transfer Agent and/or a Registrar for the shares of its capital stock, and to empower them or either of them in such manner and to such extent as it may deem best, and to remove such agent or agents from time to time, and to appoint another agent or other agents.

VII

REGULATIONS

The Board of Directors and the Executive Committee shall have power and authority to make all such rules and regulations as, respectively, they may deem expedient concerning the issue, transfer, and registration of certificates for shares of the capital stock of the Company.

VIII

DIVIDENDS

The Board of Directors may from time to time declare dividends from the surplus or from the net earned profits of the Company.

IX

CORPORATE SEAL

The Board of Directors shall provide a suitable Seal, containing the name of the Company, which Seal shall be in charge of the Secretary.

X

AMENDMENTS

The Board of Directors shall have power to make, amend, and repeal these By-Laws by a vote of two-thirds of all Directors at any regular meeting or special meeting of the Board. At any regular or special meeting, the Stockholders, by a majority vote of the shares

outstanding, may amend, alter or repeal these By-Laws, and may adopt new By-Laws in whole or in part. Notwithstanding the preceding two sentences, Articles XI and XII of these By-Laws shall be amended only in the manner provided by Georgia Law, as such law may relate to said Articles XI and XII.

XI

SPECIAL REQUIREMENTS FOR
CERTAIN BUSINESS COMBINATIONS

The requirements of Sections 14-2-232 through 14-2-235 of the Official Code of Georgia, as such Sections may be amended or supplemented from time to time, shall apply to business combinations of this Company to the full extent set forth in such Code Sections as if the requirements of such Code Sections were set forth at length herein.

XII

ADDITIONAL REQUIREMENTS FOR
CERTAIN BUSINESS COMBINATIONS

The requirements of Article 11A of the Georgia Business Corporation Code, or any successor provisions thereof, as amended or supplemented from time to time, shall apply to business combinations of this Company to the full extent set forth in the Georgia Business Corporation Code as if the requirements of such provisions were set forth at length herein.

EQUIFAX INC.
1988 PERFORMANCE SHARE PLAN FOR OFFICERS

ARTICLE I

PURPOSE

The purpose of the plan is to provide incentive to key Officers of the corporation (Equifax Inc. and/or its subsidiaries) who contribute in a substantial degree to the long-term success of the Company, to provide a means for such Officers to participate in such success and to assist in attracting and retaining the highest quality people in key executive positions.

ARTICLE II
DEFINITIONS

The following words and phrases shall have the respective meanings set forth below (unless the context indicates otherwise).

- (1) "Approval of Shareholders" shall mean the affirmative vote of the holders of at least a majority of the shares of common stock of the Company then outstanding.
- (2) "Committee" shall mean the Management Compensation Committee of the Equifax Inc. Board of Directors, as the same from time to time may be constituted.
- (3) "Common Stock" means the Common Stock, \$2.50 par value per share, of the Company.

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- (4) "Company" shall mean Equifax Inc.
- (5) "Earnings Per Share" shall mean, with respect to any fiscal year of the Company, the Company's primary earnings per share after taxes from continuing operations for such fiscal year, as determined in accordance with generally accepted accounting principles consistently applied, as shown in the (consolidated) financial statements of the Company for such fiscal year certified by its independent certified public accountants, but excluding capital gains or losses, extraordinary items (including any acquisition or divestiture which is reported on Form 8-K) and the amount accrued for the expense of this plan, all on an after-tax basis, based on applicable tax law on the date the Share Unit is awarded, so that any change or changes in any tax or accounting law or regulation during the course of the Measurement Period will be disregarded in determining the amount of awards to be distributed following the close of the Measurement Period.
- (6) "Eligible Officer" shall mean Equifax Inc. elected Officers and any other key Officer of Equifax Inc. or a subsidiary or division of Equifax Inc. as determined by the Committee, from time to time, including any such Officer who is a Director. An Eligible Officer shall not include an Officer who is not a full-time employee, even though said Officer is a Director, except that a person who was an Eligible Officer and a Director immediately prior to his retirement as an employee of the Company shall continue to be an Eligible Officer so long as he retains his position as an Officer and Director.
- (7) "Measurement Period" shall mean the three fiscal years of the Company commencing with the fiscal year 1988, provided awards of share units are made prior to July 31, 1988; otherwise, it shall mean the three fiscal years of the Company commencing with the fiscal year following that in which the award of a particular share unit is made; except that the Measurement Period for a Share Unit awarded in the first quarter of the fiscal year shall be the three fiscal years of the Company commencing with the fiscal year in which the award is made.
- (8) "Return on Equity" shall mean, with respect to any Measurement Period, the percentage determined by dividing the sum of the Company's net earnings after taxes from continuing operations, as shown in the financial statements of the Company for such fiscal years certified by its independent certified public accountants, but excluding capital gains or losses, extraordinary items (including any acquisition or divestiture which is reported on Form 8-K) and the amount accrued for the expense of this plan, all on an after-tax basis, for the three fiscal years included in the Measurement Period by the sum of the shareholders' equity of the Company as of the beginning of each such year, based on applicable tax law on the date the Share Unit is awarded, so that any change or changes in any tax or accounting law or regulation during the course of the Measurement Period will be disregarded in determining the amount of awards to be distributed following the close of the Measurement Period.
- (9) "Share Unit" shall mean the right to receive, subject to the provisions of Articles V and VI of this plan, one share of Common Stock plus an amount

of cash equivalent to all cash dividends that would have been paid to the holder of such Share Unit, if one share of Common Stock had been issued to the holder on the date the Share Unit was issued. Provided, however, that in no event will such cash equivalent to dividends be paid on any Share Units forfeited.

ARTICLE III
ELIGIBILITY

All Equifax Inc. elected Officers, and any other key Officers of Equifax Inc. or its subsidiaries or divisions, as determined by the Committee, from time to time, shall be eligible for participation in this plan.

ARTICLE IV
ADMINISTRATION OF PLAN AND
SELECTION OF PARTICIPANTS

This plan shall be administered by the Committee, and the Committee shall (1) construe and interpret the plan, (2) make such reasonable rules and regulations for the administration of the plan as it deems advisable, and (3) determine, from time to time, those Officers who are to be awarded Share Units and the number of Share Units to be awarded to each such Officer. In construing and interpreting the plan, including the appropriateness of the forfeiture provisions, the Committee is authorized to modify, from time to time, such forfeiture provisions so as to eliminate forfeitures of Share Units where, in the Committee's judgment, circumstances encountered over the Measurement Period

warrant such modification. Any determination by the Committee in administering, interpreting or construing the plan in accordance with this Article shall be final, binding and conclusive for all purposes and upon all interested persons.

ARTICLE V
NUMBER OF SHARES SUBJECT TO PLAN
ADJUSTMENTS, EFFECTIVE DATE AND TERMINATION

Subject to the provisions hereafter in this Article set forth, the number of shares of Common Stock issued under this plan shall not exceed 600,000. In the event that the Common Stock should, as a result of a stock-split, stock dividend, reclassification, reorganization, recapitalization, combination of shares or any other similar change, be changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of any affiliated corporation or entity, the number of shares of Common Stock then subject to Share Units previously granted and then outstanding, and the remaining shares of Common Stock which may be issued under this plan, shall be appropriately adjusted by the Committee to reflect such change or exchange; provided, however, that any fractional shares resulting from any such adjustments shall be disregarded and the number of shares rounded to the next lower whole number. If any Shares of Common Stock represented by Share Units awarded under this plan are forfeited, cancelled, or otherwise fail to be issued, whether for failure to satisfy the conditions set forth in Article VI hereof or otherwise, such Common Stock shall return to the status of authorized but unissued under the plan. Subject to the approval of the shareholders of the Company, this plan shall become effective for the year commencing January 1, 1988. No Share Units may be awarded under this plan after

January 31, 2000.

ARTICLE VI
RIGHT TO RECEIVE COMMON STOCK
AND DIVIDEND EQUIVALENTS

Subject to the provisions of Article V and this Article VI, the holder of each Share Unit shall be entitled to receive the Common Stock and cash to which such unit entitles him as soon as practical after the end of the Measurement Period with respect to that unit; provided, however, that:

- (a) Each Share Unit awarded under the plan shall be forfeited and cancelled in all respects, and no Common Stock or cash shall be delivered or paid to the holder thereof, in the event that:
 - (i) The employment of such holder by the Company is terminated, either voluntarily or involuntarily, by the Company or the holder, for any reason whatsoever (subject to the provisions of Article VII hereof) prior to the end of the Measurement Period for that Share Unit, or
 - (ii) The employment status of the holder has changed prior to the end of the Measurement Period for that Share Unit so that the holder is no longer an Eligible Officer.
 - (iii) The Return on Equity for the initial Measurement Period

for such Share Unit is less than twenty percent (20%).

(b) A portion, or all, of each award of Share Units shall be forfeited and

cancelled in all respects, and no Common Stock or cash shall be delivered or paid with respect to the portion of such award so forfeited and cancelled, in the event that the aggregate Earnings Per Share for the initial Measurement Period with respect to the Share Units which were the subject of such award is not at least equal to an index of 399 (or 15% compounded rate of increase) of the Earnings Per Share for the fiscal year (the "Base Year") immediately preceding such Measuring Period. The portion of each such award to be forfeited shall be determined in accordance with the following table:

<TABLE>
<CAPTION>

If Aggregate Earnings Per Share for Measurement Period as an index of Earnings Per Share for Base Year is	Percentage of Share Units Forfeited
-----	-----

<S>	At Least	But Less Than	<C>
	<C>	<C>	
	399	---	None
	381	399	10%
	364	381	25%
	350	364	50%
	---	350	100%

</TABLE>

(c) The Committee shall establish, for each Measurement Period commencing after 1988, the Company goals for aggregate Earnings Per Share and Return on Equity. The Committee may also establish such additional goals as the Committee, in its discretion, deems appropriate. These goals will be established on or before the date any Share Units relating to said Measurement Period are awarded. The goals will be established with consideration given to the economic conditions existing at the time said

goals are established. A portion, or all, of each award of Share Units shall be forfeited and cancelled in all respects, and no Common Stock or cash shall be delivered or paid with respect to the portion of such award so forfeited and cancelled, in the event that the goals established for the Measurement Period are not achieved, all as prescribed by the Committee. The Committee shall cause each holder of Share Units to receive written notice of the goals established for the Measurement Period to which said Share Units relate, along with the forfeiture provisions relating to said Share Units.

Nothing contained in this Article VI or elsewhere in this plan shall eliminate, impair or otherwise affect the right of the Company to terminate or change the employment of any Officer at any time, and the award of Share Units to any such Officer shall not be deemed to, and shall not, result in any agreement, expressed or implied, by the Company to retain such employee in any specific position or in its employ for the duration of the Measurement Period with respect to such Share Units or for any other period. Subject to the provisions of this paragraph, each holder of Share Units may elect, by delivering written notice of such election to the Secretary of the Company during the period defined below, to surrender his or her right to receive up to one-half of the Common Stock that would otherwise be issued with respect to such Share Units at the end of the Measurement Period, in exchange for the right to receive an amount of cash equal to the "Fair Market Value," as defined below, of the shares of Common Stock the right to which is so surrendered. In order to be effective, such written notice of election must be delivered to the Secretary of the Company during a period beginning

on the third business day following release for publication (in the manner hereinafter set forth) of the Company's quarterly statements of sales and earnings for the third fiscal quarter of the third fiscal year of the Measurement Period and ending on the twelfth business day following said release for publication. Any such election shall be subject to the right of the Committee to disapprove the same, in whole or in part, at any time after such election but prior to the issuance of shares of Common Stock with respect to the particular Share Unit in accordance with the provisions of this plan. In the event of the death, disability or retirement of the Officer holding the Share Units, at any time during the Measurement Period to which said Share Units relate, the award shall be distributed as provided in Article VII hereof regardless of any election made by such Officer. The release for publication of the Company's quarterly statements as referred to in the first sentence of this

paragraph shall be deemed to have been made at the time such data appears (i) on a wire service, (ii) in a financial news service, (iii) in a newspaper of general circulation or (iv) is otherwise made publicly available. For purposes of this paragraph, the "Fair Market Value" of the Common Stock shall be deemed to be the closing sale price thereof on the New York Stock Exchange on the last business day of the Measurement Period. If the shares of Common Stock did not trade on such last business day, the "Fair Market Value" shall be deemed to be the closing sale price on

the last previous day on which trading occurred in the Common Stock on such Exchange.

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ARTICLE VII

DEATH, DISABILITY OR RETIREMENT OF ELIGIBLE OFFICER OR CHANGE IN CONTROL OF THE COMPANY

(a) In the event of the termination of employment with the Company during any Measurement Period of any Officer who then holds Share Units under this plan by reason of the death or disability or retirement of such Officer, the Committee may, but shall not be obligated to waive the continuation of the employment requirement set forth in paragraph (a) (i) of Article VI above. In the event that such requirement is waived, such Officer or his estate, as the case may be, will be entitled to receive an award in cash equivalent to a pro rata portion of the amount which said Officer would have received, if the employment of such Officer had continued through the Measurement Period for such Share Units. For purposes of Article VI and this Article VII, an Eligible Officer shall not be deemed to have terminated his employment although he retires from said employment, if he continues to serve as an elected Officer of Equifax Inc. or a subsidiary of the Company and to serve as a Director of Equifax Inc.; said Officer shall be deemed to have terminated his employment when his term of office expires and he is not re-elected thereto, or when he is removed or resigns from office, if earlier.

(b) This pro rata portion shall be computed as follows:

(i) The shares of Common Stock shall be replaced with a cash amount equivalent to the "Fair Market Value" of said shares, as described in Article VI hereof;

(ii) The sum resulting from the immediately preceding calculation will

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be added to the other cash portion of the award representing dividend equivalents, as described in Article II (9) hereof;

(iii) The resulting sum will be multiplied by a fraction, the numerator of which shall be the number of full calendar months during the Measurement Period prior to the Officer's death, disability or retirement and the denominator of which shall be thirty-six (36).

(c) In the event of the termination of employment with the Company, for any reason, of any Officer after completing a Measurement Period, but before distribution of his award is made, such Officer or his estate, as the case may be, will be entitled to receive the shares of Common Stock and cash represented by the Share Units held by such Officer at the end of the Measurement Period to the same extent, in the same manner and at the same time as if the employment of such Officer had not terminated.

(d) If there is a "change in control of the Company," as hereinafter defined, during any Measurement Period, then, notwithstanding any other provision of this plan to the contrary, any Officer holding any Share Unit shall be irrevocably entitled to receive, in lieu of the cash and stock represented by the Share Unit, an amount in cash which is equal to the Fair Market Value of the stock, plus the cash which said Officer would have received in the absence of such "change of control of the Company," and said Officer shall be so entitled regardless of whether there is a change in employment status subsequent to such "change in control of the Company." Such payment will be made within sixty (60) days following the end of the applicable Measurement Period. In determining the amount of such cash payment, the aggregate Earnings Per Share for the Measurement Period will be the greater of actual Earnings Per Share for the Measurement Period or the result of projecting Earnings Per Share for the entire

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Measurement Period at the same annually compounded rate of increase of Earnings Per Share actually experienced by the Company over that portion of the Measurement Period prior to such "change of control of the Company." If twelve months of the Measurement Period have not occurred prior to the "change of control of the Company," then aggregate Earnings Per Share for the Measurement Period will be projected to be an amount such that the percentages

of forfeitures and cancellations, as provided in Article VI, do not exceed the percentages of forfeitures and cancellations applicable to awards for the most recently completed Measurement Period. In determining the "Fair Market Value" of the Common Stock for purposes of such payment, the Fair Market Value of the Common Stock shall be the highest price at which the Common Stock of the Company traded on the New York Stock Exchange during the three (3) months immediately prior to the "change in control of the Company."

(e) For purposes of this Article VII, a "change in control of the Company" shall be deemed to have occurred in the event any person, corporation, partnership or other entity, either alone or in conjunction with its "affiliates" as that term is defined in Rule 405 of the General Rules and Regulations under the Securities Act of 1933, as amended, or other group of persons, corporations, partnerships or other entities who are not affiliates, but who are acting in concert, shall own of record or beneficially more than fifty percent (50%) of the outstanding shares of any class of voting stock of the Company.

ARTICLE VIII
NO RIGHTS AS SHAREHOLDER;
NONALIENATION OF BENEFITS

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Until such time as Common Stock represented by a Share Unit is delivered to the holder of such unit, such holder shall have no right, title or interest in any specific share or shares of Common Stock, no right to vote such Common Stock or to receive dividends thereon or any other right or privilege of a shareholder of the Company.

Neither Share Units, the certificates referred to in Article IX below nor any other right or benefit under this plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void and shall not be recognized or given effect by the Company.

ARTICLE IX
CERTIFICATES OF AWARD

The Company shall execute and deliver to each Officer awarded Share Units a certificate, in the form prescribed by the Committee, evidencing such award and stating the date thereof and number of Share Units that are the subject of the award.

ARTICLE X
REGISTRATION AND LISTING
OF COMMON STOCK

The Company may, at its discretion, cause the shares of Common Stock issued under this plan to be registered under the Securities Act of 1933, on Form S-8 or a substantially similar form, and to be registered under any applicable state securities laws,

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prior to the delivery of such shares. In the event that the issuance of any such shares is not so registered, the Company may require, as a condition to the issuance thereof, that the Officer to whom such shares are to be issued represent and warrant in writing to the Company that the shares are being acquired by him for investment for his own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such shares within the meaning of that Act, and a legend to that effect may be placed on the certificate(s) representing such shares.

The Company shall cause the shares of Common Stock to be issued under this plan to be listed on each securities exchange on which the Common Stock is listed prior to the delivery of such shares.

ARTICLE XI
AMENDMENT, SUSPENSION OR
TERMINATION OF PLAN

The Board of Directors of the Company may amend, suspend or terminate this plan in whole or in part at any time; provided that no such amendment, suspension or termination shall adversely affect the rights of the holders of any Share Units then outstanding; and provided further that, without the approval of the shareholders of the Company, no modification of this plan by the Board of Directors shall increase the number of shares of Common Stock which may be issued hereunder.

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EQUIFAX INC. EXECUTIVE INCENTIVE COMPENSATION PLAN

During 1994, certain Executive Officers of the Company participated in the Equifax Inc. Executive Incentive Compensation Plan. The 1994 Plan is filed herewith.

EQUIFAX INC.
EXECUTIVE INCENTIVE PLAN (EIP)

EXECUTIVE MANAGEMENT GROUP

I. PURPOSE

The Equifax Inc. Incentive Compensation Plan rewards eligible officers for their contribution toward the success of the Corporation. The purpose of the Plan is to encourage and reward the attainment of performance goals established annually for executive management of the Corporation.

II. DEFINITIONS

The following words and phrases used in the Plan shall have these meanings:

- . "Board of Directors" means the Board of Directors of Equifax Inc.
- . "Cash Payment Maximum" means the incentive amount equal to one and one-half times the incentive target opportunity and above which any award earned will be paid only in the form of restricted stock.
- . "Corporation" means the amalgam of all divisions and companies, domestic and foreign, including equity accounting entities consolidated with Equifax Inc. for EPS purposes.
- . "Earnings Per Share" ("EPS") means the net income per share after taxes for Equifax Inc. on a consolidated basis. In the event extraordinary transactions occur during a plan year which impact EPS, the Management Compensation Committee may approve adjustments to EPS for the Executive Incentive Plan.
- . "Equifax Inc." means the corporate entity.
- . "EVA" - "Economic Value Added" means the net income after taxes less the charge for employed capital.
- . "Executive Officer" means any officer of Equifax Inc. holding the title of Chief Executive Officer, President, Executive Vice President or Senior Vice President (or an equivalent position as determined by the Committee).
- . "Incentive Year" means the 12 month period from January 1 through December 31, coinciding with the calendar year and the fiscal year of Equifax Inc.
- . "Management Compensation Committee" (the "Committee") means the Management Compensation Committee of the Board of Directors of Equifax Inc.
- . "Plan" means the Equifax Inc. Incentive Compensation Plan for Executive Management.
- . "Plan Maximum" means the maximum incentive opportunity under the Plan and includes any payments in cash or stock which may be earned.
- . "Salary" means the base salary earnings of each participant for the calendar year or that portion of the calendar year for which the participant is eligible.

III. ADMINISTRATION

The Plan shall be administered by the Corporate Compensation Department, consistent with guidelines established by the Committee from time to time. The Plan shall be construed and administered in accordance with the laws of the State of Georgia.

IV. ELIGIBILITY FOR PARTICIPATION

Employees eligible to participate in the Executive Incentive Compensation Plan include all Executive Officers of Equifax Inc. as defined for Plan purposes.

Eligibility is also extended to employees in this management group at the beginning of the Incentive Year but who were changed to another non-eligible status and continued employment in the latter status through the Incentive Year, or those entering the eligible group during the year. In either event, their incentive will be calculated only on Salary for that portion of the year they were eligible.

Participants who leave the company for military service during the incentive period; who, with the consent of the Corporation, retire after reaching age 55 during the incentive period; who die; who are forced to leave because of disability or job elimination during the incentive period; who transfer to another Equifax company; or who leave prior to the delivery of any incentive payment are also eligible for participation. If a participant terminates employment during the plan period for any other reason, no award is payable under the plan.

A participant in one of these situations receives a prorated portion of his or her incentive award determined at the end of the incentive period in which the terminations occur. The prorated award is paid at the same time as awards are paid to active participants. If a participant's employment terminates between the end of a performance period and the award payment date for that period for any reason other than an immediately dismissable offense, the full award earned for the period will be paid.

If a participant's employment is terminated during this period for any immediately dismissable offense, no award will be paid, unless otherwise required by law.

If a participant terminates employment prior to the delivery of any incentive payment earned to accept employment with an Equifax competitor, or to independently compete with Equifax, no award will be paid.

V. DETERMINATION OF AWARDS

For each fiscal year the Committee will establish minimum EPS and EVA goals for Plan purposes. If the Corporation fails to meet these minimum goals for the year, then the Committee may in its sole discretion authorize incentive payments to any, all, or none of the participants in the Plan based on such considerations as the Committee deems appropriate.

If the Corporation does meet the minimum goals for the year, incentive awards will be determined on the basis of actual performance during the Incentive Year as compared with established goals, as described below, and as indicated on the attachment to this Plan.

- The Committee shall establish the target level of Corporate EPS and EVA, as well as the Corporate EPS and EVA level necessary for Maximum incentive awards, for each participant.
 - The target level of group and subsidiary goals applicable to participants shall be based on the annual business plan and other relevant data.
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- Individual performance goals will be established by the Committee for the CEO. The CEO will establish individual performance goals for other participants.
 - The Committee will approve the relative weighting of the above-mentioned goals for the CEO. The CEO will approve the relative weighting of these goals for each other participant.
 - A target incentive award and a maximum incentive award shall be established by the Committee for each participant, expressed in terms of a percentage of that participant's salary for the Incentive Year.

Individual incentive awards will be deemed earned based upon the degree to which all established goals are attained for the Incentive Year. Any interpolation between designated award levels for the Plan year shall be determined by the Committee in its sole discretion. In the event a participant is rated "below full attainment" on his individual performance goals, no incentive payment is awarded except at the discretion of the appropriate management authority.

Eligible employees transferred into or out of organizational entities covered by this Plan will be paid incentive for the months in the specific unit. Those employees eligible for participation for a portion of the year will receive an

award applicable only to the Salary for that portion of the year eligible under this Plan.

Eligible earnings include base salary only. Transfer reimbursements, relocation pay, station allowance, severance, and payments made as vacation pay in lieu of time off to retirees and those leaving the company for military service or health disability are excluded from the incentive calculation. Salary received while on Salary Continuance is considered eligible for incentive pay calculations.

VI. PAYMENT OF AWARDS

Awards will normally be paid to eligible participants in February following the close of the Incentive Year.

VII. LIMITATIONS

The Committee is the final authority for administration and interpretation of this Plan and each determination by the Committee shall be binding and conclusive for all purposes.

No individual (or an individual's personal representative) who, during the course of an Incentive Year, leaves active employment with the Corporation for any reason other than retirement, military service, death, disability, or job elimination shall presume any claim or right to be granted an award under this Plan for any part of that year.

If at any time prior to the payment of an incentive award for a plan year the Committee determines that a participant has committed an act of fraud or dishonesty with respect to the Corporation, such participant shall forfeit any incentive award to which he otherwise may have been entitled.

No employee, nor any employee's personal representative, shall presume any claim or right to be granted an award under this Plan.

Participants in this Plan should in no way be construed as giving to an employee the right to be retained in the Corporation's employ.

All incentive awards under this Plan shall be paid from the general assets of the Company, and no participant shall have the right to require the Corporation to segregate or secure any assets or property to provide for incentive awards

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hereunder.

VIII. TERM OF THE PLAN

The Plan shall continue from year to year at the discretion of the Board of Directors. In keeping with its purposes, the Committee will review the Plan annually and will report to the Board any recommendations for changes and improvements to assure the fulfillment of the objectives of the Plan.

IX. EFFECTIVE DATE

This Plan, as amended and restated, shall become effective for the 1994 plan year.

X. AMENDMENTS

The Committee, or the Board of Directors, may amend, suspend or terminate this Plan at any time.

EQUIFAX INC. MANAGEMENT INCENTIVE COMPENSATION PLAN

During 1994, certain Executive Officers of the Company participated in the Equifax Inc. Management Incentive Compensation Plan. The 1994 plan is filed herewith.

EQUIFAX INC.
INCENTIVE COMPENSATION PLAN (ICP)

MANAGEMENT GROUP

I. PURPOSE

The Equifax Inc. Incentive Compensation Plan rewards eligible employees for their contribution toward the success of the Corporation. The purpose of the Plan is to encourage and reward the attainment of established annual individual and business goals.

II. DEFINITIONS

The following words and phrases used in the Plan shall have these meanings:

- . "Committee" means the Chairman of the Executive Committee, the Chief Executive Officer, and the Vice President of Compensation and Benefits Administration of Equifax Inc. In addition, the Chief Financial Officer of the Corporation shall serve as an ex officio member.
- . "Corporation" means the amalgam of all divisions and companies, domestic and foreign, including equity accounting entities consolidated with Equifax Inc for financial reporting purposes.
- . "Employee" means any salaried employee of the Corporation who qualifies for participation in the Plan.
- . "EPS" - "Earnings Per Share" means the net income per share after taxes for Equifax Inc. on a consolidated basis. In the event extraordinary transactions occur during a plan year which impact EPS and the Management Compensation Committee of the Board of Directors of Equifax Inc. approves adjustments to EPS for the Executive Incentive Plan, similar adjustments will apply to this Plan.
- . "EVA" - "Economic Value Added" means the net income after taxes less the charge for employed capital.
- . "Equifax Inc." means the corporate entity.
- . "Incentive Year" means the 12 month period from January 1 through December 31, coinciding with the calendar year and the fiscal year of Equifax Inc.
- . "Plan" means the Equifax Inc. Incentive Compensation Plan.
- . "Salary" means the base salary earnings of each participant for the calendar year or that portion of the calendar year for which the participant is eligible.

III. ADMINISTRATION

The Plan shall be administered by the Corporate Compensation Department, consistent with guidelines established by the Committee from time to time. The Plan shall be construed and administered in accordance with the laws of the State of Georgia.

IV. ELIGIBILITY FOR PARTICIPATION

Employees eligible to participate in the Management Group Incentive Compensation Plan are those employees whose jobs are rated as exempt salary below the Executive officer level.

Eligibility is also extended to employees in this management group at the beginning of the Incentive Year but who were changed to another non-eligible status and continued employment in the latter status through the Incentive Year, or those entering the eligible group during the year. In either event, their incentive will be calculated only on Salary for that portion of the year they were eligible.

Participants who leave the company following three months of participation for military service during the incentive period; who, with the consent of the Corporation, retire after reaching age 55 during the incentive period; who die or who are forced to leave because of disability or job elimination during the incentive period; are also eligible for participation. If a participant terminates employment during the plan period for any other reason, no award is payable under the plan.

A participant in one of these situations receives a prorated portion of his or her incentive award at target levels at the end of the incentive period in which the termination occurs. The prorated award is paid within 30 days of termination. If a participant's employment terminates between the end of a performance period and the award payment date for that period for any reason other than an immediately dismissable offense, the full award earned for the period will be paid.

If a participant's employment is terminated during this period for any immediately dismissable offense, no award will be paid, unless otherwise required by law.

If a participant terminates employment prior to the delivery of any incentive payment earned to accept employment with an Equifax competitor, or to independently compete with Equifax, no award will be paid.

V. DETERMINATION OF AWARDS

For each fiscal year the Committee will establish a minimum EPS/EVA goal for the Corporation for Plan purposes. If the Corporation fails to meet the minimum EPS/EVA for the year, then the Committee may in its sole discretion authorize incentive payments to any, all, or none of the participants in the Plan based on such considerations as the Committee deems appropriate.

If the Corporation does meet the minimum EPS/EVA for the year, incentive awards will be determined on the basis of actual performance during the Incentive Year as compared with established goals, as described below, and as indicated on the attachment to this Plan.

- The Committee shall establish the target level of Corporate EPS/EVA, as well as the Corporate EPS/EVA level necessary for the maximum incentive award, for each participant.
- The target level of business unit goals applicable to participate shall be based on the annual business plan and other relevant data.
- Individual performance goals will be established by the appropriate management authority for each participant.
- The Committee will approve the relative weighting of the above-mentioned goals for each participant.
- A target incentive award and a maximum incentive award shall be established for each participant, expressed in terms of a percentage of that participant's salary for the Incentive Year.

Individual incentive awards will be deemed earned based upon the degree to which all established goals are attained for the Incentive Year. Interpolation will be used between designated award levels for the Plan Year. In the event a participant is rated "below full attainment" on his individual performance goals, no incentive payment is awarded except at the discretion of the appropriate management authority.

Eligible employees transferred into or out of organizational entities covered by this Plan will be paid incentive for the months in the specific unit. Those employees eligible for participation for a portion of the year will receive an award applicable only to the Salary for that portion of the year eligible under this Plan.

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Eligible earnings include base salary only. Transfer reimbursements, relocation pay, station allowance, severance, and payments made as vacation pay in lieu of time off to retirees and those leaving the company for military service or health disability are excluded from the incentive calculation. Salary received while on Salary Continuance is considered eligible for incentive pay calculations.

VI. PAYMENT OF AWARDS

Awards will normally be paid to eligible participants in February following the close of the Plan Year.

VII. LIMITATIONS

The Committee is the final authority for administration and interpretation of this Plan and each determination by the Committee shall be binding and conclusive for all purposes.

No individual (or an individual's personal representative) who, during the course of an Incentive Year, leaves active employment with the Corporation for any reason other than retirement, military service, death, disability, or job elimination shall presume any claim or right to be granted an award under this Plan for any part of that year.

If at any time prior to the payment of an incentive award for a plan year the Committee determines that a participant has committed an act of fraud or dishonesty with respect to the Corporation, such participant shall forfeit any incentive award to which he otherwise may have been entitled.

VIII. TERM OF THE PLAN

The Plan shall continue from year to year at the discretion of the Committee. In keeping with its purposes, the Committee will review the Plan annually and will consider any modification which are consistent with the objectives of the Plan and the financial condition of the Corporation.

IX. EFFECTIVE DATE

This Plan, as amended and restated, shall become effective for the 1994 plan year.

X. AMENDMENTS

The Committee may amend, suspend or terminate this Plan at any time.

EQUIFAX INC.

DEFERRED COMPENSATION PLAN

(Amended and Restated
as of January 1, 1994)

EQUIFAX INC.

DEFERRED COMPENSATION PLAN

(Amended and Restated
as of January 1, 1994)

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EQUIFAX INC.

DEFERRED COMPENSATION PLAN

(Amended and Restated
as of January 1, 1994)

Article 1. Establishment and Purpose

1.1 Establishment of Plan. Equifax Inc. previously established the Equifax Deferred Bonus Compensation Plan effective as of July 1, 1977. The plan was last amended and restated as of January 1, 1981. The plan is hereby further amended and restated as of January 1, 1994 and shall now be known as the Equifax Inc. Deferred Compensation Plan (the "Plan").

The Plan is an unfunded plan of deferred compensation for a select group of management or highly compensated employees. The Plan, therefore, is intended to be exempt from the participation, vesting, funding, and fiduciary requirements of Title I of the Employee Retirement Income Security Act of 1974.

1.2 Purpose of Plan. The purpose of the Plan is to provide eligible Employees and Nonemployee Directors with an effective means of deferring all or a portion of bonus payments, retainer fees, and meeting fees they are entitled to receive.

1.3 Applicability of Plan. The provisions of this Plan are applicable only to--

- (a) Employees who are employed by an Employer on or after January 1, 1994; and
- (b) individuals who are serving as Nonemployee Directors on or after July 1, 1994.

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Article II. Definitions

Whenever used in this Plan, the following terms shall have the meanings set forth below unless otherwise expressly provided. When the defined meaning is intended, the term is capitalized. The definition of any term in the singular shall also include the plural, whichever is appropriate in the context.

2.1 "Account" means the bookkeeping account maintained for each Participant that represents the Participant's total interest under the Plan as of any Valuation Date. An Account shall consist of the sum of deferrals of Bonus or Director Fees credited pursuant to section 4.1, and any gains and losses credited on these amounts. A Participant shall have a fully vested and nonforfeitable interest at all times in his or her Account.

2.2 "Affiliate" means any corporation, association, joint venture, proprietorship, or partnership while it is connected with the Company through stock ownership, common control, membership in an affiliated service group, or otherwise within the meaning of Code section 414(b), (c), (m), or (o).

2.3 "Beneficiary" means the person or persons designated by the Participant to receive any benefits payable on behalf of the Participant after his or her death. Each Participant shall designate his or her Beneficiary (or change this designation) at a time and in a manner specified by the Committee.

If no person is designated as a Beneficiary, if a designation is revoked, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

2.4 "Board" means the Board of Directors of the Company.

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2.5 "Bonus" means an Employee's incentive bonus awarded under the Management Incentive Plan, the Executive Incentive Plan, or other similar plan providing incentive compensation for a period of performance of one year or less.

2.6 "Code" means the Internal Revenue Code of 1986, as amended, or as it may be amended from time to time.

2.7 "Committee" means the committee appointed by the Board to administer the Plan.

2.8 "Company" means Equifax Inc. or any successor thereto.

2.9 "Director Fees" mean the annual retainer and any meeting fees paid by the Company to a Nonemployee Director for duties performed as a member of the Board.

2.10 "Employee" means any person who is employed by an Employer.

2.11 "Employer" means the Company and any Affiliate that elects to become a party to the Plan with the approval of the Company.

2.12 "Entry Date" means January 1, April 1, July 1, or October 1.

2.13 "Financial Hardship" means a severe financial hardship resulting from a sudden and unexpected illness or accident of the Participant or one of his or her dependents, loss of the Participant's property due to casualty, or other similar unforeseeable circumstance arising from events that are beyond the control of the Participant. The existence of a Financial Hardship shall be determined by the Committee in a manner consistent with Treasury regulations and rulings of the Internal

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Revenue Service. The Committee's decision with respect to the existence of a Financial Hardship shall be final and binding.

2.14 "Investment Fund" means any fund designated by the Committee as an investment medium for the deemed investment of a Participant's Account. There shall be--

- (a) a Prime Rate Fund, effective January 1, 1994, which shall have earnings based on the prime lending rate (determined as of the first day of each month) as reported in the Wall Street Journal; and
- (b) an Equifax Common Stock Fund, effective July 1, 1994.

The Committee shall have the discretion to establish and terminate Investment Funds as it may deem appropriate.

2.15 "Nonemployee Director" means a member of the Board who is not an Employee of the Company.

2.16 "Participant" means an individual who has met and continues to meet the eligibility requirements described in section 3.1.

2.17 "Plan" means this Equifax Inc. Deferred Compensation Plan, as it may be amended from time to time.

2.18 "Plan Year" means the calendar year.

2.19 "Termination of Service" means--

- (a) for an Employee, a separation from employment with the Company and its Affiliates; and
- (b) for a Nonemployee Director, the date on which such individual ceases to be a member of the Board.

2.20 "Valuation Date" means the last business day of each Plan Year and any other date that the Committee selects in its sole discretion for the revaluation and adjustment of Accounts.

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Article III. Eligibility and Participation

3.1 Eligibility. An individual shall be eligible to participate in this Plan if he or she--

- (a) is a Nonemployee Director; or
- (b) is an Employee who is a member of a select group of management or highly compensated Employees, and who is designated by the Committee

as eligible to participate in the Plan.

3.2 Participation.

(a) Commencement of Participation.

- (1) Nonemployee Directors. A Nonemployee Director shall be eligible to become a Participant as of the later of--
 - (A) July 1, 1994, or
 - (B) the Entry Date next following the date on which he or she first becomes a Nonemployee Director.
- (2) Employees. An Employee who was eligible to participate in this Plan as of December 31, 1993, shall continue to be a Participant as of January 1, 1994 provided he or she still satisfies the eligibility requirements of section 3.1(b). Other Employees shall be eligible to participate as of the Entry Date next following the date on which he or she satisfies the eligibility requirements of section 3.1(b).

- (b) Duration of Participation. A Participant shall continue to be an active Participant until he or she ceases to meet the eligibility requirements under section 3.1 or revokes a deferral election under section 4.1(b). Thereafter, he or she shall be an inactive Participant and shall retain all the rights described under this Plan.

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Article IV. Contributions

4.1 Deferrals.

(a) Election of Deferral.

- (1) General Rule. Prior to the first day of each Plan Year--
 - (A) a Nonemployee Director may elect to defer up to 100 percent (in 1 percent increments or a specified dollar amount) of the Director Fees that would otherwise be payable to the Nonemployee Director for the Plan Year; and
 - (B) a Participant not described in subparagraph (A) may elect to defer up to 100 percent (in 1 percent increments or a specified dollar amount) of the Bonus that would otherwise be payable to the Participant for the Plan Year.

In accordance with procedures established by the Committee, a Nonemployee Director may make separate deferral elections under paragraph (A) with respect to retainer fees and meeting fees.

- (2) New Participants. In the case of a deferral election which becomes effective on a date other than the first day of a Plan Year, the election shall relate only to--
 - (A) Director Fees which have not yet been earned as of the Participant's Entry Date; or
 - (B) Bonus attributable to the portion of the Plan Year beginning on the Participant's Entry Date.
- (3) Allocation to Accounts. Each deferral of Director Fees or Bonus under this section 4.1 shall be credited to the Participant's Account as of the date when the amount deferred would have been paid to the Participant.

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- (b) Revocation of Election. After the beginning of a Plan Year, a Participant may not increase, decrease, or revoke the amount of Director Fees or Bonus deferred for that Plan Year.
- (c) Default Elections. If an individual participates under the Plan for a given Plan Year, but does not file a timely election form for the next Plan Year, such individual shall be deemed to elect for the next Plan Year the same deferrals of Bonus or Director Fees elected for the prior Plan Year.

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Article V. Participants' Accounts

5.1 Investment of Accounts.

- (a) Investment of Accounts. For each Plan Year, each Participant shall elect in writing to deem to have the deferrals made on his or her behalf invested in any one or more of the Investment Funds in 10 percent increments. A Participant may change his or her deemed investment elections with respect to future deferrals as of any January 1. The Participant shall make or change an election of Investment Funds by giving notice to the Committee at a time and in a manner specified by the Committee.
- (b) Investment Transfers.
 - (1) General Rule. Except as otherwise provided in paragraph (2) below, each Participant may elect as of any January 1 to have the amounts that are deemed invested in any one or more of the Investment Funds transferred to any one or more of the other Investment Funds in increments of 10 percent.
 - (2) Section 16 Participants. Each Participant who is subject to the

reporting and short-swing profit recovery rules of section 16 of the Securities Exchange Act of 1934 may not transfer amounts that are deemed invested in the Equifax Common Stock Fund to any one or more of the other Investment Funds.

- (3) Election Procedures. A Participant shall make an election to transfer among Investment Funds under this subsection (b) by giving notice to the Committee at a time and manner specified by the Committee.

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- (c) Committee Discretion. Notwithstanding any provision in this section 5.1 to the contrary, the Committee, in its sole and absolute discretion, may disregard the Participant's investment elections and deem the Participant's Account to be invested in any manner it chooses. If the Committee deems the Participant's Account to be invested in a manner other than that elected by the Participant under subsections (a) and (b), it shall notify the Participant in advance of its deemed investment selection. The Company shall incur no liability on account of its selection of deemed investments or on account of the performance of those investments.

5.2 Valuation of Accounts.

- (a) Allocation of Earnings and Losses. A Participant's Account shall be adjusted as of each Valuation Date to reflect any gains or losses that would have been credited or debited to the Account if it had actually been invested in the manner described in section 5.1. Amounts paid from Accounts between these dates will be credited or charged for any investment gains or losses since the last Valuation Date.
- (b) Charges Against Account. Any payments made to a Participant or Beneficiary under Article VI shall be charged against the Participant's Account.

5.3 Financing. The benefits under this Plan shall be paid out of the general assets of the Employer, except to the extent they are paid from the assets of a grantor trust established by an Employer to pay these benefits. Whether to establish such a trust is a matter that is within the sole and absolute discretion of the Employer.

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5.4 Unsecured Interest. No Participant shall have any interest whatsoever in any specific asset of the Employer. To the extent that any person acquires a right to receive payments under this Plan, this right shall be no greater than the right of any unsecured general creditor of the Employer.

5.5 Nontransferability. In no event shall an Employer make any payment under this Plan to any assignee or creditor of a Participant or Beneficiary. Prior to the time of payment hereunder, no Participant or Beneficiary shall have any right by way of anticipation or otherwise to assign or otherwise dispose of any interest under this Plan, nor shall rights be assigned or transferred by operation of law.

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Article VI. Payment of Accounts

6.1 Payments to Participant.

- (a) Commencement of Payments. Payment of a Participant's Account shall begin within 90 days after the date determined under section 6.2(a).
- (b) Form of Payments. All amounts payable to a Participant shall be distributed in a single sum or in a series of installments, as provided under section 6.2(b).

6.2 Distribution Elections.

- (a) Time of Payment.
 - (1) General Rule. Upon making the initial deferral election under section 4.1, the Participant shall also designate the date on which payments from his or her Account shall begin. A Participant may elect initially to have payments begin as of:
 - (A) a date specified by the Participant which must be at least one year after the end of the Plan Year for which the initial deferral is made; or
 - (B) the date of the Participant's Termination of Service.
 - (2) Second Election. If a Participant makes an initial election under paragraph (1)(A), he or she may then elect, with respect to deferrals made after that date, to have payments begin as of:
 - (A) a date specified by the Participant which must be at least one year after the end of the Plan Year containing the date specified under paragraph (1)(A); or
 - (B) the date of the Participant's Termination of Service.
 - (3) Administrative Rules. If a Participant specifies a date other than Termination of Service for the distribution of his or her Account, but incurs a

Termination of Service or dies before such date, payments shall begin as soon as practicable following such earlier Termination of Service or death.

If a Participant specifies a distribution date which precedes his or her Termination of Service, the amount distributable shall equal the Account as of such specified date. Deferrals made under section 4.1 after such specified date or dates shall be payable upon the Participant's Termination of Service.

- (4) Financial Hardship. A Participant may withdraw all or part of his or her Account before the distribution date specified in paragraph (1) or (2) above in the event of a Financial Hardship. A withdrawal under this paragraph (4) shall not exceed the amount necessary to satisfy the Financial Hardship. A Participant may request a hardship withdrawal in accordance with procedures established by the Committee.

A Participant who is subject to the reporting and short-swing profit rules of section 16 of the Securities Exchange Act of 1934 may not make a withdrawal under this paragraph (4).

(b) Form of Payment.

- (1) General Rule. At the time a Participant makes his or her initial deferral election under section 4.1, the Participant shall separately elect the manner in which his or her Account shall be paid--

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- (A) to the Participant, upon the date determined under subsection (a)(1); and
 (B) to his or her Beneficiary, upon the Participant's death prior to the complete distribution of his or her Account.

Additionally, a Participant who makes a second payment election under subsection (a)(2) shall be permitted to make a payment form election at the same time he or she makes the second election under subsection (a)(2).

The Participant may choose to have the Account paid either in a lump sum (within 90 days of the distribution date determined under subsection (a)) or in a series of annual installments over a fixed number of years (not to exceed ten years).

- (2) Limitation on Elections. A Participant shall be permitted to elect a different payment form for amounts that are distributable as of different payment dates under subsection (a).
 (c) Discretion of Committee. Notwithstanding a Participant's election of the time or form of payment for his or her Account, the Committee may direct, in its sole and absolute discretion, that the Account shall be distributed in any time, and/or in any form, permitted under subsection (a) or (b).

6.3 Payments to Beneficiary.

- (a) Commencement of Payments. If a Participant dies before his or her Account has been completely distributed, the remaining balance shall be paid to the Participant's Beneficiary beginning within 90 days after the Participant's death.
 (b) Form of Payments. Payments to the Beneficiary shall be made in a single sum or in a series of installments, as provided under section 6.2.

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- (c) Death of Participant and Beneficiary. If the Participant and Beneficiary both die before the Participant's Account has been completely distributed, these remaining benefits shall be paid as follows.
 (1) If the Beneficiary dies before the Participant, the balance of the Participant's Account shall be paid to the Participant's estate in a single sum.
 (2) If the Beneficiary dies after the Participant, the balance of the Participant's Account shall be paid to the Beneficiary's estate in a single sum.

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Article VII. Administration

7.1 Administration. The Plan shall be administered by the Committee. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business. All resolutions and other actions taken by the Committee at any meeting shall be by a majority vote of those present at the meeting. Upon the unanimous concurrence in writing of all Committee members, action of the Committee may be taken other than at a meeting.

The Committee shall have all powers necessary or appropriate to carry out the provisions of the Plan. It may, from time to time, establish rules for the administration of the Plan and the transaction of the Plan's business.

The Committee shall have the exclusive right to make any finding of fact necessary or appropriate for any purpose under the Plan including, but not limited to, the determination of eligibility for and amount of any benefit.

The Committee shall have the exclusive right to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with its administration, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions by general rule or particular decision, all in its sole and absolute discretion.

All findings of fact, determinations, interpretations, and decisions of the Committee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan and shall be given the maximum possible deference allowed by law.

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7.2 Appeals from Denial of Claims. If any claim for benefits under the Plan is wholly or partially denied, the claimant shall be given notice in writing of the denial. This notice shall be in writing, within a reasonable period of time after receipt of the claim by the Committee. This period shall not exceed 90 days after receipt of the claim, except that if special circumstances require an extension of time, written notice of the extension shall be furnished to the claimant, and an additional 90 days will be considered reasonable.

This notice shall be written in a manner calculated to be understood by the claimant and shall set forth the following information:

- (a) the specific reasons for the denial;
- (b) specific reference to the Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why this material or information is necessary;
- (d) an explanation that a full and fair review by the Committee of the decision denying the claim may be requested by the claimant or an authorized representative by filing with the Committee, within 60 days after the notice has been received, a written request for the review; and
- (e) if this request is so filed, an explanation that the claimant or an authorized representative may review pertinent documents and submit issues and comments in writing within the same 60-day period specified in subsection (d).

The decision of the Committee upon review shall be made promptly, and not later than 60 days after the Committee's receipt of the request for review, unless special circumstances require an extension of time for processing. In this case the claimant shall be so notified, and a decision shall be rendered as soon as

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possible, but not later than 120 days after receipt of the request for review. If the claim is denied, wholly or in part, the claimant shall be given a copy of the decision promptly. The decision shall be in writing, shall include specific reasons for the denial, shall include specific references to the pertinent Plan provisions on which the denial is based, and shall be written in a manner calculated to be understood by the claimant.

7.3 Tax Withholding. The Employer may withhold from any payment under this Plan any federal, state, or local taxes required by law to be withheld with respect to the payment and any sum the Employer may reasonably estimate as necessary to cover any taxes for which they may be liable and that may be assessed with regard to the payment.

7.4 Expenses. All expenses incurred in the administration of the Plan shall be paid by the Employer.

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Article VIII. Adoption of the Plan by Affiliate; Amendment and Termination of the Plan

8.1 Adoption of the Plan by Affiliate. An Affiliate may adopt the Plan by appropriate action of its board of directors or authorized officers or representatives, subject to the approval of the Board.

8.2 Amendment and Termination. The Company hereby reserves the right to amend, modify, or terminate the Plan at any time, and for any reason, by action of the Board. However, no amendment or termination shall adversely affect benefits accrued prior to the date of the amendment or termination.

Article IX. Miscellaneous Provisions

9.1 No Contract of Employment. Nothing contained in the Plan shall be construed to give any Participant the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge a Participant at any time.

9.2 Severability. If any provision of this Plan shall be held illegal or invalid, the illegality or invalidity shall not affect its remaining parts. The Plan shall be construed and enforced as if it did not contain the illegal or invalid provision.

9.3 Applicable Law. Except to the extent preempted by applicable federal law, this Plan shall be governed by and construed in accordance with the laws of the state of Georgia.

* * * * *

IN WITNESS WHEREOF, EQUIFAX INC. has caused this instrument to be executed by its duly authorized officer, effective as of the date specified above.

EQUIFAX INC.

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ARTICLE I

DEFINITIONS

- 1.01. Agreement means a written agreement (including any amendment or

supplement thereto) between the Company and a Participant specifying the terms
and conditions of an award of Restricted Stock or an Option or SAR granted to
such Participant.
- 1.02. Board means the Board of Directors of the Company.

- 1.03. Code means the Internal Revenue Code of 1986, and

any amendments thereto.
- 1.04. Committee means a committee of the Board appointed to administer the

Plan.
- 1.05. Common Stock means the common stock of the Company.

- 1.06. Company means Equifax Inc.

- 1.07. Corresponding SAR means an SAR that is granted in relation to a

particular option and that can be exercised only upon the surrender to the
Company, unexercised, of that portion of the option to which the SAR relates.
- 1.08. Date of Exercise means (i) with respect to an option, the date that the

Option price is received by the Company and (ii) with respect to an SAR, the
date that the notice of exercise is received by the Company.
- 1.09. Fair Market Value means, on any given date, the closing price of a share

of Common Stock as reported on the New York Stock Exchange composite tape on
such day or, if the Common Stock was not traded on the New York Stock Exchange
on such day, then on the next preceding day that the Common Stock was traded on
such exchange, all as reported by such source as the Committee may select.
- 1.10. Initial Value means, with respect to an SAR, the Fair Market Value of one

share of Common Stock on the date of grant, as set forth in the Agreement.
- 1.11. Option means a stock option that entitles the holder to purchase from the

Company a stated number of shares of Common Stock at the price set forth in an
Agreement.
- 1.12. Participant means an officer or key employee of the Company or of a

Subsidiary, including an officer or key employee who is a member of the Board,
who satisfies the requirements of Article IV and is selected by the Committee to
receive a Restricted Stock award, an option, an SAR, or a combination thereof.
- 1.13. Plan means the Equifax Inc. Omnibus Stock Incentive Plan.
- 1.14. Restricted Stock means shares of Common Stock

awarded to a Participant under Article IX. Shares of Common Stock shall cease
to be Restricted stock when, in accordance with the terms of the applicable
Agreement, they become transferable and free of substantial risks of forfeiture.
- 1.15. SAR means a stock appreciation right that entitles the holder to receive,

with respect to each share of Common Stock encompassed by the exercise of such
SAR, the amount determined by the Committee and specified in an Agreement. In
the absence of such a determination, the holder shall be entitled to receive,
with respect to each share of Common Stock encompassed by the exercise of such
SAR, the excess of the Fair Market Value on the Date of Exercise over the
Initial Value. References to "SARS" include both Corresponding SARs and SARs
granted independently of Options, unless the context requires otherwise.

1.16. Subsidiary means any "subsidiary" (within the meaning of Section 425 of

the Code) of the Company.

ARTICLE II

PURPOSES

The Plan is intended to assist the Company in recruiting and retaining officers and key employees with ability and initiative by enabling officers and key employees to participate in its future success and to associate their interests with those of the Company and its shareholders. The Plan is intended to permit the award of shares of Restricted Stock, the grant of SARS, and the grant of both options qualifying under section 422A of the Code ("incentive stock options") and options not so qualifying. No Option that is intended to be an incentive stock option shall be invalid for failure to qualify as an incentive stock option. The proceeds received by the Company from the sale of Common Stock pursuant to this Plan shall be used for general corporate purposes.

ARTICLE III

ADMINISTRATION

Except as provided in this Article III, the Plan shall be administered by the Committee. The Committee shall have authority to award Restricted Stock and to grant Options and SARS upon such terms (not inconsistent with the provisions of this Plan) as the Committee may consider appropriate. Such terms may include conditions (in addition to those contained in this Plan) on the exercisability of all or any part of an Option or SAR or on the transferability or forfeitability of Restricted Stock.

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Notwithstanding any such conditions, the Committee may, in its discretion, accelerate the time at which any Option or SAR may be exercised or the time at which Restricted Stock may become transferable or nonforfeitable. In addition, the Committee shall have complete authority to interpret all provisions of this Plan; to prescribe the form of Agreements; to adopt, amend, and rescind rules and regulations pertaining to the administration of the Plan; and to make all other determinations necessary or advisable for the administration of this Plan. The express grant in the Plan of any specific power to the Committee shall not be construed as limiting any power or authority of the Committee. Any decision made, or action taken, by the committee or in connection with the administration of this Plan shall be final and conclusive. No member of the Committee shall be liable for any act done in good faith with respect to this Plan or any Agreement, Option, SAR or Restricted Stock award. All expenses of administering this Plan shall be borne by the Company.

The Committee, in its discretion, may delegate to one or more officers of the Company, all or part of the Committee's authority and duties with respect to Participants who are not subject to the reporting and other provisions of Section 16 of the Securities Exchange Act of 1934, as in effect from time to time. In the event of such delegation, and as to matters encompassed by the delegation, references in the Plan to the Committee shall be interpreted as a reference to the Committee's delegate or delegates. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were

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consistent with the terms of the Plan.

ARTICLE IV

ELIGIBILITY

4.01. General. Any employee of the Company or of any Subsidiary (including any

corporation that becomes a Subsidiary after the adoption of this Plan) is eligible to participate in this Plan if the Committee, in its sole discretion, determines that such person is an officer or key employee. Any such officer or key employee may be awarded shares of Restricted Stock or may be granted one or more Options, SARS, or options and SARS. Directors of the Company who are employees of the Company or a Subsidiary and who are determined to be officers or key employees are eligible to participate in this Plan. A person who is a member of the Committee may not be awarded shares of Restricted Stock and may not be granted options or SARS under this Plan.

4.02. Grants. The Committee will designate individuals to whom shares of

Restricted Stock are to be awarded and to whom Options and SARs are to be granted and will specify the number of shares of Common Stock subject to each award or grant. An option may be granted with or without a related SAR. An SAR may be granted with or without a related Option. All shares of Restricted Stock awarded, and all options and SARs granted, under this Plan shall be evidenced by Agreements which shall be subject to applicable provisions of this Plan and to such other provisions as the Committee may adopt. No Participant may be granted incentive stock options or related SARs (under all incentive stock option plans of the Company and its Subsidiaries) which are first exercisable in

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any calendar year for stock having an aggregate Fair Market Value (determined as of the date an option is granted) exceeding \$100,000. The preceding annual limitation shall not apply with respect to Options that are not incentive stock options. The aggregate number of options and SARs granted to any Participant during any calendar year shall not exceed 150,000 Options and/or SARs. For purposes of the preceding sentence, Options and any Corresponding SARs shall be treated as a single award.

ARTICLE V

STOCK SUBJECT TO OPTIONS -----

Upon the award of shares of Restricted Stock the Company may issue authorized but unissued Common Stock. Upon the exercise of any Option or SAR, the Company may deliver to the Participant (or the Participant's broker if the Participant so directs), authorized but unissued Common Stock. The maximum aggregate number of shares of Common Stock that may be issued pursuant to the exercise of Options and SARs and the award of Restricted Stock under this Plan is 4,000,000, subject to adjustment as provided in Article X. If an Option or SAR is terminated, in whole or in part, for any reason other than its exercise, the number of shares of Common Stock allocated to the Option or SAR or portion thereof may be reallocated to other Options, SARs, and Restricted Stock awards to be granted under this Plan. Any shares of Restricted Stock that are forfeited may be reallocated to other Options, SARs or Restricted Stock awards to be granted under this Plan.

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EQUIFAX INC. OMNIBUS STOCK INCENTIVE PLAN OPTION AGREEMENTS

In 1995, the Company granted stock options to executive officers of the Company. Some of these options were Incentive Stock Options ("ISO's"), some were Non-ISO's. The standard agreements under this Plan are filed herewith. All agreements signed by executive officers are identical to the standard agreements except with respect to such matters as names, dates, and amounts.

EXHIBIT 10.12

EQUIFAX INC.

INCENTIVE STOCK OPTION AGREEMENT

NAME

Number of Shares:

Option Price:

Date of Grant:

THIS AGREEMENT dated as of the Date of Grant, stated above, between Equifax Inc., a Georgia corporation (the "Company"), and the above-named Participant ("Participant"), is made pursuant and subject to the provisions of the Company's Omnibus Stock Incentive Plan (the "Plan"). All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

1. GRANT OF OPTION. Pursuant to the Plan, the Company, on the "Date of Grant" granted to Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the right and option to purchase from the Company the Number of Shares stated above, or any part thereof. Such option will be exercisable as hereinafter provided.

2. TERMS AND CONDITIONS. This option is subject to the following terms and conditions:

- (a) EXPIRATION DATE. This option shall expire ten years from the Date of Grant of this option (the "Expiration Date").
- (b) EXERCISE OF OPTION. Except as provided in paragraphs 3, 4 and 5, this option shall be exercisable with respect to one-fourth of the shares subject to this option on the first anniversary of the Date of Grant and with respect to an additional one-fourth of the shares subject to this option on each anniversary of the Date of Grant so that this option shall be fully exercisable on the fourth anniversary of the Date of Grant. Once this option has become exercisable in accordance with the preceding sentence, it shall continue to be exercisable until the termination of Participant's rights hereunder pursuant to paragraph 3 or 4, or until the Expiration Date, whichever occurs first. This option may be exercised with respect to any number of whole shares less than the full number for which the option could be exercised; provided, however, that this option may be exercised for no less than twenty-five shares of

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Common Stock or, if less, the number of shares of Common Stock that remains subject to this option. A partial exercise of this option shall not affect Participant's right to exercise this option with respect to the remaining shares, subject to the conditions of the Plan and this Agreement.

- (c) METHOD OF EXERCISING AND PAYMENT FOR SHARES. This option shall be exercised by written notice, accompanied by payment of the option price, delivered to the attention of the Company's Stock Option Administrator at the Company's principal office in Atlanta, GA. The Date of Exercise shall be the date as indicated on the proper stock option exercise form (e.g., exercise date on Company's stock option exercise form; trade date on broker's letter of intent to exercise; exercise date via computer file). The option price may be paid in cash or cash equivalent acceptable to the Committee, or by the surrender of shares of Common Stock (that have been held by Participant for at least six months) with an aggregate Fair Market Value (determined as of the closing price on the Date of Exercise as defined above) which is not less than the option price or part thereof.

- (d) NON-TRANSFERABILITY. This option is non-transferable except by will or by the laws of descent and distribution. In the event of any such transfer, this option must be transferred to the same person or persons. During Participant's lifetime, this option may be exercised only by Participant.
- (e) TERMINATION OF EMPLOYMENT. Except as provided in paragraphs 3 and 4, this option is not exercisable after the Participant's termination of employment with the Company or a Subsidiary.

3. EXERCISE AFTER RETIREMENT. In the event Participant ceases to be employed by the Company or a Subsidiary on account of Participant's Retirement and prior to the Expiration Date, Participant may exercise this option at any time within sixty months next following his Retirement (but in any event prior to the Expiration Date) for the number of shares he was entitled to purchase pursuant to paragraph 2 above or paragraph 5 hereinafter on the date of his Retirement.

4. EXERCISE IN THE EVENT OF DEATH OR DISABILITY. This option shall be exercisable with respect to the number of shares that the Participant was entitled to purchase pursuant to paragraph 2 above on the date of his death, in the event Participant dies while employed by the Company or within sixty months following his Retirement and prior to the Expiration Date of this option. In such event this option may be exercised by Participant's estate, or the person or persons to whom his rights under this option shall pass by will or the laws

(2)

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of descent and distribution. Participant's estate or such persons may exercise this option within sixty months of Participant's death or during the remainder of the period preceding the Expiration Date, whichever is shorter.

If Participant ceases employment with the Company due to total and permanent disability confirmed by a licensed physician's statement, this option shall be exercisable with respect to the number of shares that the Participant was entitled to purchase pursuant to paragraph 2 above on the last date of active employment with the Company for sixty months following the last date of active employment with the Company and prior to the Expiration Date of this option.

- 5. EXERCISE IN THE EVENT OF CHANGE IN CONTROL. In the event a Change in Control of the Company occurs while Participant is in the employ of the Company, Participant may exercise this option at any time on or after the Control Change Date (but in no event on or after the Expiration Date) for the number of shares granted pursuant to paragraph 1 above.
- 6. RETIREMENT. For purposes of this Agreement, "Retirement" means retirement from the Company or a Subsidiary at or after age 65, or, otherwise with the consent of the Company.
- 7. CHANGE IN CONTROL. For purposes of this Agreement, a "change in control of the Company" shall be deemed to exist in the event any person, corporation, partnership or other entity, either alone or in conjunction with its "affiliates" as that term is defined in Rule 405 of the General Rules and Regulations under the Securities Act of 1933, as amended, or other group of persons, corporations, partnerships or other entities who are not affiliates, but who are acting in concert, are determined to own of record or beneficially more than fifty percent (50%) of the shares of outstanding stock of the Company. The "Control Change Date" means the date on which a Change in Control occurs.
- 8. FRACTIONAL SHARE. A fractional share shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share, such fraction shall be disregarded.
- 9. LIMITATION ON ACCELERATION. Notwithstanding any other provision of this Agreement to the contrary, this option may not be exercisable and, without the Participant's consent, the exercisability of this option may not be accelerated so that the shares for which the option (and all other incentive stock options granted to the Participant by the Company or a Subsidiary) are first exercisable in any calendar year have a Fair Market Value (determined as of the Date of Grant) exceeding \$100,000.
- 10. NO RIGHT TO CONTINUED EMPLOYMENT. This option does not confer upon Participant any right with respect to continuance of employment by the Company or a Subsidiary, nor shall it interfere in any way with the right of the Company or a Subsidiary to terminate his employment at any time.

(3)

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11. CHANGE IN CAPITAL STRUCTURE. The terms of this option shall be adjusted as the Committee determines is equitably required in the event the Company (a) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or (b) engages in a transaction to which section 425 of the Code applies.
12. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.
13. CONFLICTS. In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect as of the date hereof.
14. PARTICIPANT BOUND BY PLAN. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.
15. BINDING EFFECT. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his signature hereto.

EQUIFAX INC.

By: _____
C. B. Rogers, Jr.
Chairman and Chief Executive Officer

Participant

(4)

EQUIFAX INC. OMNIBUS STOCK INCENTIVE PLAN 1995
NON-QUALIFIED STOCK OPTION AGREEMENT

In 1995, the Company granted non-qualified stock options to C. B. Rogers, Jr., Chairman and Chief Executive Officer, and D. W. McLaughlin, President and Chief Operating Officer. The form of agreement used for these awards is filed herewith.

EQUIFAX INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

Number of Shares:

Option Price: \$28.625

Date of Grant: January 25, 1995

THIS AGREEMENT dated as of the Date of Grant, stated above, between Equifax Inc., a Georgia corporation (the "Company"), and the above-named Participant ("Participant"), is made pursuant and subject to the provisions of the Company's Omnibus Stock Incentive Plan (the "Plan"). All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

1. GRANT OF OPTION. Pursuant to the Plan, the Company, on the "Date of Grant" granted to Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions herein set forth, the right and option to purchase from the Company the Number of Shares stated above, or any part thereof. This option is not intended to be an incentive stock option under section 422A of the Internal Revenue Code. Such option will be exercisable as hereinafter provided.

2. TERMS AND CONDITIONS. This option is subject to the following terms and conditions:

- (a) EXPIRATION DATE. This option shall expire ten years from the Date of Grant of this option (the "Expiration Date").
- (b) EXERCISE OF OPTION. Except as provided in paragraphs 3, 4 and 5, this option shall be exercisable with respect to one-fourth of the shares subject to this option on the first anniversary of the Date of Grant and with respect to an additional one-fourth of the shares subject to this option on each anniversary of the Date of Grant so that this option shall be fully exercisable on the fourth anniversary of the Date of Grant. Once this option has become exercisable in accordance with the preceding sentence, it shall continue to be exercisable until the termination of Participant's rights hereunder pursuant to paragraph 3 or 4, or until the Expiration Date, whichever occurs first. This option may be exercised with respect to any number of whole shares less than the full number for which the option could be exercised; provided, however, that this option

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may be exercised for no less than twenty-five shares of Common Stock or, if less, the number of shares of Common Stock that remains subject to this

option. A partial exercise of this option shall not affect Participant's right to exercise this option with respect to the remaining shares, subject to the conditions of the Plan and this Agreement.

- (c) METHOD OF EXERCISING AND PAYMENT FOR SHARES. This option shall be exercised by written notice, accompanied by payment of the option price, delivered to the attention of the Company's Stock Option Administrator at the Company's principal office in Atlanta, GA. The Date of Exercise shall be the date as indicated on the proper stock option exercise form (e.g., exercise date on Company's stock option exercise form; trade date on broker's letter of intent to exercise; exercise date via computer file). The option price may be paid in cash or cash equivalent acceptable to the Committee, or by the surrender of shares of Common Stock (that have been held by Participant for at least six months) with an aggregate Fair Market Value (determined as of the closing price on the Date of Exercise as defined above) which is not less than the option price or part thereof.
- (d) TRANSFERABILITY. This option is non-transferable except by will, the laws of descent and distribution or by transfer to immediate family members, as defined in the Plan, a trust established for their

benefit or any other entity and/or arrangement established for the benefit of immediate family members. In the event of transfer to an immediate family member or other entity for their account, current securities laws stipulate that when the option is exercised, shares issued will be restricted and not freely transferable for two years from the date of the exercise unless such shares are otherwise registered or sold pursuant to an exemption under the Securities Act of 1933.

(e) TERMINATION OF EMPLOYMENT. Except as provided in paragraphs 3 and 4, this option is not exercisable after the Participant's termination of employment with the Company or a Subsidiary.

3. EXERCISE AFTER RETIREMENT. In the event Participant ceases to be employed by the Company or a Subsidiary on account of Participant's Retirement and prior to the Expiration Date, Participant may exercise this option at any time within sixty months next following his Retirement (but in any event prior to the Expiration Date) for the number of shares he was entitled to purchase pursuant to paragraph 2 above or paragraph 5 hereinafter on the date of his Retirement.

(2)

4. EXERCISE IN THE EVENT OF DEATH OR DISABILITY. This option shall be exercisable with respect to the number of shares that the Participant was entitled to purchase pursuant to paragraph 2 above on the date of his death, in the event Participant dies while employed by the Company or within sixty months following his Retirement and prior to the Expiration Date of this option. In such event this option may be exercised by Participant's estate, or the person or persons to whom his rights under this option shall pass by will

or the laws of descent and distribution. Participant's estate or such persons may exercise this option within sixty months of Participant's death or during the remainder of the period preceding the Expiration Date, whichever is shorter.

If Participant ceases employment with the Company due to total and permanent disability, confirmed by a licensed physician's statement, this option shall be exercisable with respect to the number of shares that the Participant was entitled to purchase pursuant to paragraph 2 above on the last date of active employment with the Company for sixty months following the last date of active employment with the Company and prior to the Expiration Date of this option.

5. EXERCISE IN THE EVENT OF CHANGE IN CONTROL. In the event a Change in Control of the Company occurs while Participant is in the employ of the Company, Participant may exercise this option at any time on or after the Control Change Date (but in no event on or after the Expiration Date) for the number of shares granted pursuant to paragraph 1 above.

6. RETIREMENT. For purposes of this Agreement, "Retirement" means retirement from the Company or a Subsidiary at or after age 65, or, otherwise with the consent of the Company.

7. CHANGE IN CONTROL. For purposes of this Agreement, a "change in control of the Company" shall be deemed to exist in the event any person, corporation, partnership or other entity, either alone or in conjunction with its "affiliates" as that term is defined in Rule 405 of the General Rules and Regulations under the Securities Act of 1933, as amended, or other group of persons, corporations, partnerships or other entities who are not affiliates, but who are acting in concert, are determined to own of record or beneficially more than fifty percent (50%) of the shares of outstanding stock of the Company. The "Control Change Date" means the date on which a Change in Control occurs.

8. FRACTIONAL SHARE. A fractional share shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share, such fraction shall be disregarded.

9. NO RIGHT TO CONTINUED EMPLOYMENT. This option does not confer upon Participant any right with respect to continuance of employment by the Company or a Subsidiary, nor shall it interfere in any way with the right of the Company or a Subsidiary to terminate his employment at any time.

(3)

10. CHANGE IN CAPITAL STRUCTURE. The terms of this option shall be adjusted as the Committee determines is equitably required in the event the Company (a) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or (b) engages in a transaction to which section 425 of the Code applies.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.
12. CONFLICTS. In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect as of the date hereof.
13. PARTICIPANT BOUND BY PLAN. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.
14. BINDING EFFECT. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
15. TAXES. In accordance with procedures established by the Committee, the Company may withhold from Common Stock delivered to the Participant, sufficient shares of Common Stock (valued as of the Date of Exercise) to satisfy withholding and employment taxes, or the Participant shall pay to the Company in cash or Common Stock (valued as of the Date of Exercise) sufficient amounts or shares to satisfy such obligation.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his signature hereto.

EQUIFAX INC.

By: _____
C. B. Rogers, Jr.
Chairman and Chief Executive Officer

Participant

(4)

10. CHANGE IN CAPITAL STRUCTURE. The terms of this option shall be adjusted as the Committee determines is equitably required in the event the Company (a) effects one or more stock dividends, stock split-ups, subdivisions or consolidations of shares or (b) engages in a transaction to which section 425 of the Code applies.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.
12. CONFLICTS. In the event of any conflict between the provisions of the Plan as in effect on the date hereof and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect as of the date hereof.
13. PARTICIPANT BOUND BY PLAN. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.
14. BINDING EFFECT. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.
15. TAXES. In accordance with procedures established by the Committee, the Company may withhold from Common Stock delivered to the Participant, sufficient shares of Common Stock (valued as of the Date of Exercise) to satisfy withholding and employment taxes, or the Participant shall pay to the Company in cash or Common Stock (valued as of the Date of Exercise) sufficient amounts or shares to satisfy such obligation.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his signature hereto.

EQUIFAX INC.

By: _____
T. H. Magis
CVP-Secretary and General Counsel

Participant

EQUIFAX INC. OMNIBUS STOCK INCENTIVE PLAN 1995
RESTRICTED STOCK AWARD AGREEMENT

In 1995, the Company granted Restricted Stock awards to certain executive officers of the Company. The standard agreement for these awards is filed herewith. All agreements signed by executive officers are identical to the standard agreements except with respect to such matters as names, dates, and amounts. Vesting conditions for these awards are filed herewith.

EXHIBIT 10.16

EQUIFAX INC.

Restricted Stock Award

THIS AGREEMENT, dated the XXX day of XXXXX, 19XX, between EQUIFAX INC., a Georgia corporation (the "Company"), and XXXXX ("Participant"), is made pursuant and subject to the provisions of the Company's Omnibus Stock Incentive Plan (the "Plan"), a copy of which was previously furnished to the Participant. All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

1. Award of Stock. Pursuant to the Plan, the Company, on XXXX XX, 19XX (the "Date of Grant"), awarded the Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, XX,XXX shares of Common Stock of the Company (the "Restricted Stock").

2. Terms and Conditions

a. Conditions for Vesting. Attached hereto is Exhibit A - Conditions for Vesting, which is hereby incorporated by reference.

b. Stock Power. The Participant shall deliver to the Company a stock power, endorsed in blank, with respect to the Restricted Stock.

c. Custody of Certificate. Custody of stock certificates evidencing shares of Restricted Stock shall be retained by the Company until the Conditions for Vesting are satisfied (except as provided in paragraph 3, below).

3. Death, Disability, Retirement or Change in Control. Paragraph 2 to the contrary notwithstanding, in the event of the Participant's death, disability termination or Retirement while in the employ of the Company or a Subsidiary or if a Change in Control occurs, Participant's rights in the shares of Restricted Stock awarded pursuant to this Agreement shall become nonforfeitable and transferable as of the date of the Participant's death, disability termination or Retirement or the Control Change Date.

4. Retirement. For purposes of this Agreement, "Retirement" means retirement from the Company or a Subsidiary on or after age 65, or, with the consent of the Company, earlier than age 65.

5. Change in Control. For purposes of this Agreement, a "change in control of the Company" shall be deemed to exist in the event any person, corporation, partnership or other entity, either alone or in conjunction with its "affiliates" as that term is defined in Rule 405 of the General Rules and Regulations under the Securities Act of 1933, as amended, or other group of persons, corporations, partnerships or other entities who are not affiliates, but who are acting in concert, are determined to own of record or beneficially more than fifty percent (50%) of the

shares of outstanding stock of any class of voting stock of the Company. The "Control Change Date" means the date on which a Change in Control occurs.

6. Shareholder Rights. With respect to Restricted Stock, a Participant will have the right to receive dividends and vote shares of Restricted Stock.

7. Fractional Shares. Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle Participant to a fractional share such fraction shall be disregarded.

8. No Rights To Continue Employment. This Restricted Stock award does not confer upon Participant any right with respect to continuance of employment by the Company or a Subsidiary, nor shall it interfere in any way with the right of the Company or a Subsidiary to terminate a Participant's employment at any time.

9. Change in Capital Structure. The terms of this Restricted Stock Award shall be adjusted as the Committee determines is equitably required in the event the Company (a) effects one or more stock dividends, stock split-ups,

subdivisions or consolidations of shares or (b) engages in a transaction to which section 425 of the Code applies.

10. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

11. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date of the award of Restricted Stock.

12. Participant Bound by Plan. Participant hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

13. Binding Effect. Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of the Participant and the successors of the Company.

14. Taxes. The Participant shall pay to the company such amount as may be required to satisfy withholding and employment taxes on or before the date when the Restricted Stock is delivered to Participant. Said payment shall be in cash unless other arrangements for payment are approved by the Committee or its delegate.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his signature hereto.

EQUIFAX INC.

By: _____
C. B. Rogers, Jr.
Chairman and Chief Executive Officer

Participant

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IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his signature hereto.

EQUIFAX INC.

By: _____
T. H. Magis
Corporate Vice President / Secretary &
General Counsel

Participant

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EQUIFAX INC.

NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

EFFECTIVE JANUARY 25, 1995

ARTICLE I. PURPOSE

The purpose of this Plan is to promote the interest of Equifax and its Subsidiaries by granting Options to Non-Employee Directors in order

- (1) to attract and retain Non-Employee Directors,
- (2) to provide Non-Employee Directors with long-term financial incentives to increase the value of Equifax, and
- (3) to provide each Non-Employee Director with a stake in the future of Equifax which corresponds to the stake of each of Equifax's shareowners.

ARTICLE II. DEFINITIONS AND GENDER AND NUMBER

2.1 Definitions.

Each term set forth in this Article II shall have the respective meaning set forth opposite such term for purposes of this Plan, and when the defined meaning is intended the term is capitalized.

"Agreement" means a written agreement, substantially in the form attached hereto as Exhibit A, which sets forth the Option Price with respect to an Option granted to a Non-Employee Director under this Plan.

"Equifax" means Equifax Inc., a Georgia corporation.

"Board" means the Board of Directors of Equifax.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Fair Market Value" means, on any given date, the closing price of a share of Stock as reported on the New York Stock Exchange composite tape on such day or, if the Stock was not traded on the New York Stock Exchange on such day, then on the next preceding day that the share of Stock was traded on such exchange.

"Non-Employee Director" means a member of the Board who is not an officer or employee of Equifax or its affiliates.

"Option" means an option granted under this Plan to purchase Stock, which shall constitute a nonqualified or nonstatutory stock option and not an incentive stock option satisfying the requirements of Code Section 422.

"Option Price" means the price (determined in accordance with Section 6.2) which shall be paid to purchase one share of Stock upon the exercise of an Option granted under this Plan.

"Plan" means this Equifax Inc. Non-Employee Director Stock Option Plan as effective January 25, 1995 and as thereafter amended from time to time.

"Stock" means the \$2.50 par value common stock of Equifax.

"Terms and Conditions" means the terms of and conditions on the exercise of an Option which are attached hereto as Exhibit B and which hereby are incorporated by reference.

2.2 Gender and Number.

Unless the context clearly requires otherwise, the masculine pronoun whenever used shall include the feminine and neuter pronouns, the singular shall include the plural and the plural shall include the singular.

ARTICLE III. SHARES SUBJECT TO OPTIONS

The aggregate number of shares of Stock with respect to which the grant of Options (collectively referred to as "Grants" in this Article III) may be made

shall not exceed 150,000 shares of Stock (as adjusted in accordance with Article X whenever such an adjustment is called for). Any shares of Stock subject to a Grant after the exchange, cancellation, forfeiture or expiration of such Grant thereafter shall again become available for use under this Article III as if such shares of Stock had never been subject to a Grant.

ARTICLE IV. EFFECTIVE DATE

The effective date of this Plan shall be January 25, 1995.

ARTICLE V. ELIGIBILITY

Only Non-Employee Directors shall be eligible for the grant of Options under this Plan.

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ARTICLE VI. OPTIONS

6.1 Grant of Options.

Subject to the terms and conditions of this Plan, each Non-Employee Director shall receive an Option to purchase 1,000 shares of Stock on the day of each annual meeting of the shareholders of Equifax occurring after the effective date of this Plan. Each grant of an Option shall be evidenced by an Agreement, and each Option shall be subject to the Terms and Conditions.

6.2 Option Price; Form of Payment.

The Option Price for each share of Stock subject to an Option shall be the greater of (i) the par value of a share of Stock, or (ii) the Fair Market Value of a share of Stock on the date the Option is granted. Payment of the Option Price upon the exercise of an Option may be made only in cash; provided, however, in the event this Plan is approved by the affirmative vote of at least a majority of Equifax's shares of Stock voted at a meeting at which a quorum is present, payment may be made in shares of Stock or in any combination of cash and shares of Stock. Subject to receiving Shareholder approval, the rules for tendering shares of Stock as payment of all or any part of the Option Price for an Option and for valuing such tendered shares of Stock shall be set forth in the Terms and Conditions.

6.3 Option Period.

Each Option granted under this Plan shall be exercisable at such time or times as set forth in the Terms and Conditions, and each Option shall expire automatically on the earliest of (i) the date such Option is exercised in full, or (ii) the date such Option expires in accordance with the Terms and Conditions.

ARTICLE VII. NONTRANSFERABILITY

No Option granted under this Plan shall be transferable by a Non-Employee Director other than by will, valid under applicable state law, by the applicable laws of descent and distribution (including such beneficiary designations as may be made in accordance with the Terms and Conditions) or pursuant to a qualified domestic relations order as defined by the Code, and such Option shall be exercisable during a Non-Employee Director's lifetime only by the Non-Employee Director. The person to whom an Option is transferred by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined by the Code, thereafter shall be treated as the Non-Employee Director only to the extent the Non-Employee Director's rights under such Option are transferred to such person by such will, by such laws of descent and distribution or by such order.

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ARTICLE VIII. STOCK RESTRICTIONS

Equifax shall have the right under this Plan to restrict or otherwise delay the issuance of any shares of Stock purchased or paid under this Plan until the requirements of any applicable laws or regulations and any stock exchange requirements have been in Equifax's judgment satisfied in full. Furthermore, any shares of Stock which are issued as a result of purchases or payments made under this Plan shall be issued subject to such restrictions and conditions on any resale and any other disposition as Equifax shall deem necessary or desirable under any applicable laws or regulations or in light of any stock exchange requirements.

ARTICLE IX. LIFE OF PLAN

This Plan shall terminate on April 30, 2005. No Option shall be granted under this Plan after the date this Plan terminates but, for any Options which are outstanding on such date, the applicable terms of the Plan and these Terms and Conditions shall survive the termination until such Options have been exercised in full, forfeited in full or otherwise completely expired.

ARTICLE X. ADJUSTMENT

The number of shares of Stock subject to Options granted under this Plan (and the related Option Prices) shall be administratively adjusted (in a manner which does not constitute a "modification," "extension" or "renewal" as those terms are used under Code Section 424(h)) to reflect any change in the capitalization of Equifax, including, but not limited to, such changes as stock dividends or stock splits. Furthermore, the number of shares of Stock under Article III of this Plan and the number of shares subject to Options granted under this Plan (and the related Option Prices) shall be administratively adjusted (in a manner which satisfies the requirements of Code Section 424(a)) in the event of any corporate transaction described in Code Section 424(a) which provides for the substitution or assumption of such Options. If any adjustment under this Article X would create a fractional share of stock or a right to acquire a fractional share of Stock, such fractional share shall be disregarded and the number of shares of Stock reserved under this Plan and the number of shares of stock subject to any Options granted under this Plan shall be the next lower whole number of shares of Stock, rounding all fractions downward. Any adjustment made under this Article X shall be conclusive and binding on all affected persons.

ARTICLE XI. SALE OR MERGER OF EQUIFAX

If Equifax agrees to sell substantially all of its assets for cash or property or for a combination of cash and property or agrees to any merger, consolidation, reorganization, division or other corporate transaction in which Stock is converted into another security or into the right to receive securities or property and such agreement does not provide for the

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assumption or substitution of the Options granted under this Plan, each outstanding Option shall be cancelled in exchange for the same consideration each Non-Employee Director otherwise would receive as a shareholder of Equifax in connection with such sale or other corporate transaction if he had the right to exercise his Option in full under this Plan for shares of Stock immediately before such sale or other transaction and he exercised that right. The number of shares of Stock subject to an Option which each Non-Employee Director shall be deemed to have a right to receive upon such exercise shall be determined by dividing the excess of the Fair Market Value of the shares of Stock subject to his Option immediately before such sale or other corporate transaction over the Option Price for such shares by the Fair Market Value of a share of Stock immediately before the consummation of such sale or other corporate transaction. If any calculation under this Article XI results in a fractional share of Stock, such fractional share shall be paid in cash.

ARTICLE XII. ADMINISTRATION, AMENDMENTS AND TERMINATION

12.1 General.

Amendments with respect to this Plan shall be accomplished pursuant to authority and procedures established and in effect from time to time through resolutions adopted by the Board; provided, however, that this Plan may not be amended more than once every six months, other than to comport with changes in the Code, the Employee Retirement Income Security Act of 1974, or the rules thereunder; provided further, this Plan may not be amended with respect to the number of shares subject to an Option granted to a Non-Employee Director, Option Price or method for determining Fair Market Value of shares of Stock, and the timing of awards.

12.2 Shareholder Approval.

Amendments to this Plan may be made without the approval of the shareholders of Equifax.

ARTICLE XIII. MISCELLANEOUS

13.1 Construction.

This Plan and each agreement entered into in connection herewith shall be governed and construed in accordance with the laws of the State of Georgia.

13.2 Term of Service with Board.

The granting of an Option to a Non-Employee Director under this Plan shall not obligate Equifax or any of its affiliates to provide that Non-Employee Director upon the termination of his or her service on the Board with any benefit whatsoever except as provided under the Terms and Conditions.

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13.3 Income Tax Withholding.

If the exercise of an Option granted under this Plan or the sale or other disposition of any Stock purchased under this Plan triggers any income tax withholding requirements whatsoever, the Non-Employee Director shall take such actions as set forth in the Terms and Conditions; provided, however, in the event this Plan is approved by the affirmative vote of at least a majority of Equifax's shares of Stock voted at a meeting at which a quorum is present, shares of Stock may be withheld or retained from any payment to a Non-Employee Director (whether or not such payment is made pursuant to the Terms and Conditions and including any payment which otherwise is due to be paid in the form of Stock under the Terms and Conditions) to satisfy any income or other tax withholding requirements as a result of an exercise.

13.4 No Shareholder Rights.

No Non-Employee Director shall have any rights as a shareholder of Equifax as a result of the grant of an Option to him under this Plan or his exercise of such Option pending the actual delivery of Stock to him as a result of such exercise, and his rights upon such delivery shall be prospective only.

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EXHIBIT A

EQUIFAX INC. NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

Granted To Grant Number of Option Price Social
(Optionee) Date Shares \$ Per Share Sec. No.

Expiration
Date

Stock Option
(Non-Transferable)

A G R E E M E N T

Equifax Inc. ("Equifax"), a Georgia corporation, in accordance with the Equifax Inc. Non-Employee Director Stock Option Plan ("Plan"), hereby grants a Stock Option ("Option") to the Optionee named above to purchase from Equifax the above stated number of shares of Equifax common stock, \$2.50 par value ("Stock"), at an option price per share ("Option Price") as stated above. This Option is subject to the Terms and Conditions and to the further terms and conditions set forth in the Plan. This Option is granted effective as of the Option Grant Date stated above and shall expire on the Expiration Date stated above subject to their earlier exchange, cancellation, forfeiture or expiration pursuant to Section 3 of the Terms and Conditions and the provisions of the Plan.

Equifax Inc.

By: _____
Authorized Officer

EXHIBIT B

TERMS AND CONDITIONS

1. General. These Terms and Conditions constitute a part of the Equifax Inc. Non-Employee Director Stock Option Plan and apply to each Option granted thereunder.

2. Date Exercisable. An Option shall first become exercisable as to one hundred percent (100%) of the shares of Stock subject to this Option on the first anniversary of the Grant Date; provided, however, that an Option shall become immediately exercisable as to all of the shares of Stock subject thereto upon the later to occur of the expiration of the 6-month period following the Grant Date and the occurrence of one of the events described in clauses (i), (ii) and (iii) of Section 3(a). Subject to the foregoing, an Option shall be exercisable at any time in whole or in part (but if in part, in an amount equal to at least 100 shares or, if less, the number of shares remaining to be exercised under the Option) on any business day of Equifax before the date such Option expires under Section 3 of these Terms and Conditions.

3. Expiration. An Option shall expire and Optionee shall have no further rights under these Terms and Conditions, except as otherwise noted, on the earlier of

(a) subject to extension under Section 3(c), the last day of the 36-month period which begins on the date Optionee terminates his service on the Board by reason of (i) death, (ii) disability, or (iii) retirement (which shall mean termination of service on the Board after the Optionee has attained age 55 and completed at least five years of service as a director on the Board);

(b) the first date on or after the Grant Date on which Optionee (i) resigns from or is not re-elected to the Board prior to being eligible for retirement under clause (iii) of Section 3(a); (ii) resigns for the purpose of accepting, or retires and subsequently accepts, a directorship or employment, or becomes associated with, employed by or renders service to, or owns an interest in (other than as a shareholder with a less than 5% interest in a publicly traded company) any business that is competitive with any Equifax company or with any other business in which the Equifax companies have a substantial direct or indirect interest; or (iii) resigns as a result of an interest or affiliation which would prohibit continued service as a director;

(c) if Optionee terminates service on the Board under the conditions described under Section 3(a) and at his death the Option is exercisable as to any number of shares of Stock, the last day of the 6-month period which begins on the date of Optionee's death, notwithstanding the earlier expiration of the Option as may otherwise be provided in Sections 3(a) and (e);

(d) the date the Option has been exercised in full; or

(e) subject to extension under Section 3(c), one day after the expiration of the 5-year period which begins on the Option Grant Date.

4. Method of Exercise. An Option may be exercised by properly completing and actually delivering the applicable Notice of Exercise Form to Equifax, together with payment in full of the Option Price for the shares of Stock the Optionee desires to purchase through such exercise. Payment may be made only in the form of cash.

5. Effective Date of Exercise. An exercise under Sections 4 or 5 shall be effective on the date a properly completed Notice of Exercise Form, together with payment of the Option Price required under Section 4, actually is delivered to and accepted by the Executive Compensation Department at Equifax headquarters.

6. Nontransferable. No rights granted under these Terms and Conditions shall be transferable by Optionee during Optionee's lifetime, and such rights

shall be exercisable during Optionee's lifetime only by Optionee. If Optionee dies before the expiration of this Option as described in Section 3 of these Terms and Conditions, any rights under these Terms and Conditions which did not expire prior to Optionee's death and any rights which arise as a result of Optionee's death shall be exercisable at his death by the person designated as Optionee's Beneficiary on Optionee's most recently completed Beneficiary Designated Form which has been received by Equifax and such Beneficiary shall be treated as the Optionee under these Terms and Conditions upon the death of Optionee.

7. Stockholder Status. Optionee shall have no rights as a stockholder

with respect to any shares of Stock under an Option before the date such shares have been duly issued to Optionee, and no adjustment shall be made for dividends of any kind or description whatsoever or for distributions of other rights of any kind or description whatsoever respecting such Stock except as expressly set forth in the Plan.

8. Other Laws. Equifax shall have the right to refuse to issue or

transfer any shares of Stock under an Option if Equifax, acting in its absolute discretion, determines that the issuance or transfer of such shares might violate any applicable law or regulation or cause any violation under Section 16(b) of the Securities Exchange Act of 1934, and any payment tendered in such event to exercise this Option shall be promptly refunded to Optionee.

9. Exercise Restrictions. Equifax shall have the right to restrict or

otherwise delay the issuance of any shares of Stock purchased or paid for under these Terms and Conditions until the requirements of any applicable laws or regulations and any stock exchange requirements have been in Equifax's judgment satisfied in full. Furthermore, any shares of Stock which are issued as a result of purchases or payments made under these Terms and Conditions shall be issued subject to such restrictions and conditions on any resale and on any other transfer or disposition as Equifax shall deem necessary or desirable under any applicable laws or regulations or in light of any stock exchange requirements.

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10. Taxes. Optionee shall deliver to Equifax along with his Notice of

Exercise sufficient funds, by either cash or check, to satisfy any income or other tax withholding requirements as a result of an exercise under these Terms and Conditions.

11. Jurisdiction and Venue. Acceptance of an Agreement shall be deemed to

constitute Optionee's consent to the jurisdiction and venue of the Superior Court of Fulton County, Georgia and the United States District Court for the Northern District of Georgia for all purposes in connection with any suit, action, or other proceeding relating to these Terms and Conditions, including the enforcement of any rights under these Terms and Conditions and any process or notice of motion in connection with such situation or other proceeding may be serviced by certified or registered mail or personal service within or without the State of Georgia, provided a reasonable time for appearance is allowed.

12. Amendment. Optionee's rights under these Terms and Conditions can be

modified, suspended or cancelled in accordance with the terms of the Plan; provided, however, Terms and Conditions may not be amended more than once every six months, other than to comport with changes in the Code, the Employee Retirement Income Security Act of 1974, or the rules thereunder. These Terms and Conditions may not be amended with respect to the amount, Option Price or method for determining Fair Market Value of shares of Stock, and the timing of awards.

13. Miscellaneous.

(a) These Terms and Conditions shall be subject to the provisions, definitions, terms and conditions set forth in the Plan, all of which are incorporated by this reference in these Terms and Conditions and, unless defined in these Terms and Conditions, any capitalized terms in these Terms and Conditions shall have the same meaning assigned to those terms under the Plan.

(b) The Plan, the Agreement and these Terms and Conditions shall be governed by and construed under the laws of the State of Georgia.

(c) The exercise of this Option shall not be affected by the exercise or non-exercise of any other option that may be granted under any other plan or arrangement.

EQUIFAX INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated

October 1, 1989

EQUIFAX INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

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EQUIFAX INC.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated Effective October 1, 1989

WHEREAS, the Company currently maintains the Equifax Inc. U.S. Retirement Income Plan, which is a qualified defined benefit pension plan (the Retirement Income Plan) for the benefit of its eligible employees; and

WHEREAS, Section 415 of the Internal Revenue Code of 1986 (the Code) imposes a maximum benefit limitation on annual payments from the Retirement Income Plan, and Code Section 401(a)(17) limits the amount of each participant's annual compensation which can be taken into account under the Retirement Income Plan to \$200,000, as indexed to the CPI beginning in 1990; and WHEREAS, the Company also maintains the Equifax Inc. Deferred Bonus Compensation Plan (the Bonus Plan), pursuant to which certain executive employees of the Company may defer receipt of bonuses otherwise currently payable by the Company; and

WHEREAS, bonuses paid by the Company are included in compensation in a limited manner for purposes of calculating benefits accrued under the Retirement Income Plan; and

WHEREAS, certain participants in the Retirement Income Plan would be entitled to a greater benefit if it were calculated by ignoring the limitations under Code Sections 415 and 401(a)(17) and by including annual bonuses, whether paid currently or deferred under the Bonus Plan, to the extent the bonus does not exceed 50 percent of the participant's annual base salary including any tax-deferred amounts contributed under Code Sections 401(k) and/or 125; and

WHEREAS, the Company previously adopted the Equifax Inc. Supplemental Executive Retirement Plan (the Plan) to provide to such participants in the Retirement Income Plan supplemental payments from its general assets to bring their total retirement benefits to the amount they would be entitled to receive under the Retirement Income Plan if their benefit under the Retirement Income Plan were calculated as described in the preceding paragraph; and

WHEREAS, the Company desires to amend and restate the Plan, effective as of October 1, 1989, to provide additional supplemental retirement benefits, payable from its general assets or from a trust or other fund as designated by the Board of Directors of Equifax Inc., to executive employees in Exempt Grades No. 37 and higher to ensure the payment of a competitive level of retirement income in order to recruit, retain and motivate selected executive employees; and

WHEREAS, the Company desires to provide for the immediate payment of the supplemental retirement benefits payable under this Plan to any vested Plan participant who becomes disabled, regardless of his age and service; and

NOW, THEREFORE, in consideration of the foregoing and of the valuable services rendered and to be rendered to the Company by its executive employees who are covered by this Plan, the Company hereby adopts the amendment and restatement of the Plan as set forth below. United States subsidiaries of Equifax Inc. may adopt this Plan subject to consent of the Board of Directors of Equifax Inc. The amended and restated Plan will include the provisions set forth below:

ARTICLE I

Definitions

As used in the Plan, the following words and phrases and any derivatives thereof will have the meanings set forth below unless the context clearly indicates otherwise. Definitions of other words and phrases are set forth throughout the Plan. Section references indicate sections of the Plan unless otherwise stated. The masculine pronoun includes the feminine, and the singular

number includes the plural and the plural the singular, whenever applicable.

1.1 Accrued Benefit. The Eligible Employee's accrued benefit as defined under the Retirement Income Plan.

1.2 Actuarial Equivalent. A benefit of equal value, determined in the same manner as under the Retirement Income Plan except that the interest assumption will be the Pension Benefit Guaranty Corporation immediate annuity rate in effect on the first day of the first calendar year for which the benefit is payable.

1.3 Beneficiary. The person whom the Eligible Employee has designated as his joint annuitant or other beneficiary under the Retirement Income Plan.

1.4 Code. The Internal Revenue Code of 1986 as amended from time to time, and rules and regulations issued under the Code.

1.5 Company. Equifax Inc. and any United States subsidiary of Equifax Inc. that adopts this Plan with the consent of the Board of Directors of Equifax Inc.

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1.6 Credited Service. The Eligible Employee's credited service as defined under the Retirement Income Plan.

1.7 Eligible Employees. Employees and former employees of the Company who have satisfied the eligibility requirements set forth in Section 2.1.

1.8 Executive Committee. The Executive Committee of the Board of Directors of Equifax Inc.

1.9 Exempt Grade. The salary grading system which the Companies use to classify managerial employees. For any Company which does not use a salary grading system, the Executive Committee will designate an equivalent system to grade Eligible Employees.

1.10 Final Average Earnings. The annual average of the Eligible Employee's Plan Earnings during the 36-consecutive-month period of his employment with the Company which produces the highest average.

1.11 Plan. The Equifax Inc. Supplemental Executive Retirement Plan as amended from time to time.

1.12 Plan Earnings. The Eligible Employee's annual base salary including any tax-deferred amounts contributed under Code Sections 401(k) and/or 125 and excluding payments under the Performance Share Plan, plus, for purposes of the benefit provided under Subsection 3.1(a), 100 percent of his annual paid or deferred bonus.

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1.13 Retirement Income Plan. The Equifax Inc. U.S. Retirement Income Plan, as amended from time to time, and any successor plan.

1.14 Retirement Income Plan Benefit. The benefit actually paid or payable under the Retirement Income Plan to the Eligible Employee or to his Beneficiary, as adjusted under all applicable provisions of the Retirement Income Plan, including but not limited to adjustments for the form of payment and/or early payment.

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ARTICLE 2

Eligibility

2.1 Eligibility Requirements. The employees and former employees of a Company who will be eligible to participate in the Plan include those who meet all of the following conditions:

- (a) are or were officers or assistant officers of a Company;
- (b) are designated by the Executive Committee as being eligible for benefits under this Plan;
- (c) are or were participants in the Retirement Income Plan;
- (d) have sufficient Plan Earnings and Credited Service to be eligible for a benefit under Section 3.1; and
- (e) either (1) are in Exempt Grade 37 or above or an equivalent grade, or (2) were first designated as Eligible Employees before October 1, 1989 and are

listed on Schedule B attached to this Plan.

2.2 Frozen Participation as of October 1, 1989. Eligible Employees below Exempt Grade No. 37 who were designated as such before the effective date of this amendment and restatement on October 1, 1989, will continue to participate in this Plan and will be eligible to receive the benefit described in Subsection 3.1(b). In the event such Eligible Employee subsequently achieves Exempt Grade No. 37 or above and the Executive Committee designates him as an Eligible Employee with Exempt Grade status, he will then be eligible to receive any benefit for which he is eligible under Subsection 3.1(a).

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2.3 Schedule of Eligible Employees. The Pension and Profit Sharing Committee will be responsible for maintaining a list of Eligible Employees.

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ARTICLE 3

Benefits

3.1 Amount of Benefits. To the extent vested under Section 3.4 and at the time described in this Section, each Eligible Employee will be eligible to receive the benefit described in either Subsection (a) or (b), as applicable, which benefit will be paid in the same form and adjusted for the form of payment in the same manner as his Retirement Income Plan Benefit.

(a) Exempt Grade Nos. 37 and Above who Retire After Reaching Age 55. A benefit will be payable from this Plan to the two respective groups of Eligible Employees identified below, in the respective amounts identified below. The benefit payable under this Plan to the Eligible Employee in Exempt Grade No. 37 or higher, who retires after reaching age 55 and before reaching age 65, will not be reduced for early payment. For purposes of this Subsection (a), the Eligible Employee who terminates employment for any reason with at least 5 years of Credited Service will be treated as having retired.

(1) Exempt Grade Nos. 46 and Above. Each Eligible Employee in Exempt Grade Nos. 46 and above who retires after reaching age 55 will be eligible to receive a benefit in an annual amount equal to 3 percent of his Final Average Earnings, multiplied by the number of his years of Credited Service up to 20

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years, minus the annual amount of his Retirement Income Plan Benefit. Each such Eligible Employee who retires after reaching age 65 will be eligible to will be eligible to receive a benefit in an annual amount equal to 60 percent of his Final Average Earnings, regardless of the number of his years of Credited Service, minus the annual amount of his Retirement Income Plan Benefit, and if he has fewer than 20 years of Credited Service, minus the actuarial equivalent of the aggregated annual or annualized amount of his qualified and nonqualified defined benefit plan retirement benefits received or receivable from all previous employers.

(2) Exempt Grade Nos. 37 through 45. Each Eligible Employee in Exempt Grade Nos. 37 through 45 who retires after reaching age 55 will be eligible to receive a benefit in an annual amount equal to 1.5 percent of his Final Average Earnings multiplied by the number of his years of Credited Service up to 40 years, minus the annual amount of his Retirement Income Plan Benefit; provided that he will be given credit for a number of additional years of Credited Service equal to the least of (A) years to age 65, (B) years to a total of 40, or (C) 5 years.

(b) Participants as of September 30, 1989 Who Terminate Before Age 55 or Who are in Exempt Grades Below No. 37. Each Eligible Employee who was a participant as of September 30, 1989, and who either (1) is in Exempt Grade No. 37 or above and

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terminates employment before reaching age 55, or (2) is in an Exempt Grade below No. 37 regardless of his age at termination or retirement, will be eligible to receive a benefit in the amount he would receive under the Retirement Income Plan if it were calculated by ignoring the limitations under Code Sections 415 and 401(a)(17) and any other limitations on benefits payable from qualified retirement plans in effect at the time when benefits are payable under this Plan; and by defining his Plan Earnings to include the amount of his annual paid or deferred bonus which does not exceed 50 percent of his annual base salary including any tax-deferred amounts contributed under Code Sections 401(k) and/or 125. His benefit under this Plan will be payable in the same form and beginning at the same time as his Retirement Income Plan Benefit, (which amount will be reduced for early payment in the manner described in the Retirement Income Plan

if applicable), minus his Retirement Income Plan Benefit.

3.2 Disability Benefit. In the event a vested Eligible Employee described in Subsection 3.1(a) incurs a disability within the meaning of the Company's long-term disability plan (whether or not he is covered under that plan), he will be entitled to receive the benefit described in that Subsection as calculated on the basis of his Final Average Earnings and years of Credited Service determined on his disability commencement date as defined in the long-term disability plan, and without any reduction for early payment. The benefit will begin as of his disability commencement date. The benefit will be paid even though his age and/or years of Credited Service would not otherwise entitle him to a benefit under this Plan.

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If the disabled Eligible Employee also receives a benefit under the Retirement Income Plan as of his disability commencement date, he will receive his benefit under this Plan in the same form and adjusted for the form of payment in the same manner as his Retirement Income Plan Benefit. If he does not receive his Retirement Income Plan Benefit and he is married as of his disability commencement date, his benefit under this Plan will be paid in the form of the 50 percent joint and survivor annuity, adjusted for the form of payment in the same manner as his Retirement Income Plan Benefit; if he is unmarried, his benefit under this Plan will be paid in the form of the single life annuity. The Eligible Employee's disability benefit payments will cease immediately in the event he becomes employed full-time with any employer. In the event he resumes employment with a Company and is again designated as an Eligible Employee, his Credited Service earned before his disability commencement date will be included in the calculation of any benefit he subsequently receives under this Plan.

3.3 Benefit Accrual. As of the date of determination, each Eligible Employee will be considered to have accrued the benefit that would be payable under Section 3.1 or 3.2, as applicable, if he terminated employment on that date, taking into account his vested Retirement Income Plan Benefit accrued as of that date.

3.4 Vesting. Each Eligible Employee's right to benefits under this Plan will become vested at the same time and in the same manner as his Retirement Income Plan Benefit becomes vested, except that an Eligible Employee who terminates employment before he reaches age 55 and is not eligible for a disability benefit under Section 3.2, will not receive any benefit under Subsection 3.1(a).

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3.5 Normal Form of Payment. Except as provided in Sections 3.2 and 3.8, the benefit payable from this Plan will be paid in the same form and at the same time as the Eligible Employee's Retirement Income Plan Benefit.

3.6 Preretirement Death Benefit. In the event an Eligible Employee dies at a time when a preretirement death benefit is payable to his surviving spouse or other beneficiary under the Retirement Income Plan, any gross benefit payable to his Beneficiary under this Plan will be calculated in the same manner and will be paid at the same time as the benefit payable under the Retirement Income Plan, and will be offset by any benefit payable under the Retirement Income Plan.

3.7 Postretirement Death Benefit. After the death of an Eligible Employee who is receiving benefits under this Plan in a form other than a joint annuity, benefits will continue to be paid to his Beneficiary in the same form, beginning as of the first day of the month following the month in which the Eligible Employee dies, and ending on the date when benefits cease to be paid to the Beneficiary under the Retirement Income Plan. In the event an Eligible Employee dies while receiving benefits from this Plan in the form of a joint annuity, the benefit will continue to be paid to his surviving Beneficiary, adjusted in the same manner and payable at the same time as the death benefit under the Retirement Income Plan.

3.8 Lump Sum Payment. In the event benefits under this Plan would be paid in a monthly amount less than \$100, the Pension and Profit Sharing Committee may in its sole discretion make a lump sum payment to the Eligible Employee or Beneficiary, in an amount equal to

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the present value of the benefit as calculated using the Pension Benefit Guaranty Corporation interest rate for immediate annuities as in effect on the first day of the calendar year in which monthly payments otherwise would have begun. The lump sum payment will be made at the time the first monthly payment would have been made.

ARTICLE 4

Nonfunded Plan

4.1 Payment From General Treasury. Benefits under this Plan will be paid from the general treasury of the Eligible Employee's employer as they become due, and will not be a liability or obligation of any other member of the controlled group or other related employer. The Company reserves the right to establish and to change from time to time the method for paying benefits under this Plan.

The Board of Directors of Equifax Inc. may, in its sole discretion, direct that a trust fund be established under this Plan. Except in the event of such direction, no trust fund or legal reserve will be created to fund any benefit payable under this Plan. No Eligible Employee or Beneficiary will have any prior right to assets of the Company or any related employer arising from this Plan, except to the extent that he has a benefit funded under any trust fund established by the Board of Directors of Equifax Inc.

4.2 Assets Subject to General Creditors. All assets of this Plan, and of any trust fund established under this Plan, will be subject to the Company's general creditors, and each Eligible Employee or Beneficiary will have the status of a general unsecured creditor of the Company.

4.3 No Participant Contributions. Participants will neither be required nor permitted to make contributions to this Plan.

ARTICLE 5

Rights of Employees and Others

5.1 Limitation on Rights Under Plan. Participation in this Plan creates an unfunded, unsecured promise to make payments to the Eligible Employee or to his Beneficiary in the future. No employee or other person will have any rights under this Plan except as specifically provided in the Plan.

5.2 No Employment Rights. This Plan is not a contract of employment and will not affect the Company's right to terminate the employment of any employee.

5.3 Nonalienation. No benefits accrued under the Plan will be subject to the claim or legal process of any creditor of any Eligible Employee or Beneficiary, and no Eligible Employee or Beneficiary can alienate, transfer, anticipate or assign any interest in any benefit accrued under the Plan, except that distributions will be made as required by law.

ARTICLE 6

Amendment and Termination of the Plan

6.1 Amendment of the Plan. The Board of Directors of Equifax Inc. will have the right to amend the Plan from time to time; provided that no amendment will have the effect of eliminating any benefit accrued and vested before the effective date of the amendment.

6.2 Termination of the Plan. Each Company expects this Plan to be continued indefinitely but necessarily reserves the right to terminate its participation in the Plan at any time by action of its own Board of Directors. The entire Plan may be terminated at any time by action of the Board of Directors of Equifax Inc. In the event of Plan termination, each Eligible Employee and Beneficiary will preserve his right to the full amount of his vested benefit accrued under this Plan as of the termination date.

ARTICLE 7

Miscellaneous

7.1 Headings. The headings and subheadings in this Plan have been inserted for convenient reference and in the event any heading or subheading conflicts with the text of the provision, the text will govern.

7.2 Construction. The Plan will be construed in accordance with the laws of the State of Georgia, except to the extent such laws are preempted by the code

or by ERISA.

7.3 Administration. The Plan will be administered by the Pension and Profit Sharing Committee.

7.4 Withholding for Taxes. Any distribution under this Plan will be subject to withholding for taxes as required by law.

SIXTH AMENDMENT
TO
AGREEMENT FOR
COMPUTERIZED CREDIT REPORTING SERVICES
AND
OPTIONS TO PURCHASE AND SELL ASSETS

This Sixth Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets (the "Sixth Amendment") dated as of the _____ day of _____, 1994, is made by and among EQUIFAX CREDIT INFORMATION SERVICES, INC., a Georgia corporation ("CBI" or "ECIS"), EQUIFAX INC., a Georgia corporation ("Equifax") and CSC ENTERPRISES, a Delaware general partnership (the "Partnership"), CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation ("Accounts Management"), CREDIT BUREAU OF TULSA, INC., an Oklahoma corporation, and COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC").

WITNESSETH:

WHEREAS, The Credit Bureau, Incorporated of Georgia, Equifax, CSC, CSC Credit Services, Inc., a Texas corporation ("Credit Services"), CSC Credit Services of Minnesota, Inc., a Texas corporation ("Minnesota"), Credit Bureau of Cincinnati, Inc., an Ohio corporation ("Cincinnati"), Credit Bureau of Greater Kansas City, Inc., a Missouri corporation ("Kansas City"), Johns Holding Company, a Delaware corporation ("JHC"), and Accounts Management entered into an Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of August 1, 1988 ("the Original Agreement"); and

WHEREAS, Minnesota has been merged into Credit Services effective September 30, 1988; and

WHEREAS, as of December 28, 1990, Credit Services, CSC Enterprises, Inc., a Nevada corporation ("CEI"), CSC Ventures, Inc., a Nevada corporation, CBI Ventures Inc., a Georgia corporation, and Equifax Ventures Inc., a Georgia corporation, entered into that certain Partnership Agreement (the "Partnership Agreement") of the Partnership; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of December 28, 1990, by and among Credit Services, Cincinnati, Kansas City, JHC, as assignors, and CEI, as assignee, CEI was assigned all of assignors' right, title, and interest in and to the Original Agreement and CEI assumed all of the assignors' obligations under the Original Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of December 28, 1990, by and between CEI and Credit Services, as assignors, and the Partnership, as assignee, CEI assigned to the Partnership, among other

things, all of its right, title, and interest in and to the Original Agreement. and the Partnership assumed all of CEI's obligations under the Original Agreement; and

WHEREAS, the Original Agreement was amended as of December 28, 1990, by that certain First Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, CSC, Credit Services, Cincinnati, Kansas City, JHC, Accounts Management, CEI, and the Partnership (the "First Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment, was further amended as of the 27th day of September, 1991, by that certain Second Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, and CSC (the "Second Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment and the Second Amendment, was further amended as of the 27th day of September, 1991, by that certain Third Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, and CSC (the "Third Amendment"); and

WHEREAS, CBI, as of December 23, 1991, changed its corporate name from The Credit Bureau, Incorporated of Georgia to Equifax Credit Information Services, Inc. and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" in the Original Agreement, as amended, or this Amendment refers to Equifax Credit Information Services, Inc., a Georgia corporation; and

WHEREAS, Credit Bureau of Tulsa, Inc. ("CB-Tulsa") was added to the Original Agreement, as amended, as a party via an Addendum effective as of the 17th day of February, 1992, and for the purposes of Exhibit N set forth in this Sixth Amendment CB-Tulsa will be included in any reference to the Partnership; and

WHEREAS, the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment was further amended as of the 31st day of December, 1992, by that certain Fourth Amendment to Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, CSC, and CB-Tulsa ("the Fourth Amendment"); and

WHEREAS, the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment was further amended as of the 7th day of September, 1993, by that certain Fifth Amendment to Agreement

for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, among ECIS, Equifax, the Partnership, Accounts Management, CSC, and CB-Tulsa (the "Fifth Amendment," the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment being referred to herein as the "Agreement"); and

WHEREAS, the parties hereto desire to establish a procedure to define certain payments under the Agreement in respect of certain products to certain large volume customers; and

WHEREAS, the parties hereto have agreed to amend the Agreement in certain respects as set forth herein;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ADDITION OF EXHIBIT N TO THE AGREEMENT

The following new Exhibit N titled "Volume Customer Pricing" is hereby added to the Agreement as follows:

1. The parties agree that this Exhibit N and a schedule in the form attached hereto ("Schedule") shall be used to determine payments in respect of the Cost Allocation System (as defined in Paragraph 8(c) of the Agreement), billable inquiries (as defined in Paragraph 8(a) of the Agreement), and the Royalty (as defined in Paragraph 8(e) of the Agreement) (collectively, the "Affected Payments") for those Affected Products listed on the Schedule accessed by each customer to whom the parties agree Exhibit N will apply ("Customer"), whether accessed directly by such Customer or for such Customer (using the Customer's member number) by the Partnership, ECIS or its Affiliate Bureaus. "Affected Products" are those products that will have adjusted Cost Allocation, billable inquiry charges, and Royalty charges. The parties agree that the form of the attached Schedule shall be completed as to each such Customer and signed by (a) the President or a Vice President of CSC Enterprises, Inc. (in its capacity as managing partner of the Partnership) and acting on behalf of the Partnership, Accounts Management, CB-Tulsa and CSC and (b) the President or a Senior Vice President of ECIS and acting on behalf of ECIS and Equifax. Upon execution and delivery of any such Schedule by the corporate officers referred to above, no further action shall be required by the parties to the Agreement in order to make such Schedule effective.

2. The Schedule shall name the Customer as specifically as possible; the Customer may be a division or divisions of a company or may be defined as only including certain member numbers, as necessary.

3. The Schedule shall specify the Affected Products and a related billable inquiry pricing code. Payments in respect of products not named as Affected

Products on the Schedule shall not be affected by this Exhibit N or the Schedule for the Customer. A "Unit" means each unit of an Affected Product accessed by or for such Customer. If necessary the Parties may agree to complete and execute more than one schedule for any customer.

4. The Schedule shall specify or include a calculation of the monthly payment, whether by calendar month or other monthly billing cycle, from the Customer ("Customer's Monthly Payment"). The Schedule shall specify the total amount(s) the Customer will pay monthly under the pricing agreement with the Customer ("Total Monthly Payment"). The Schedule will list the adjustments ("Adjustments") to the Total Monthly Payment, if any, agreed upon by the parties to this Amendment. The Customer's Monthly Payment shall be determined by subtracting the Adjustments from the Total Monthly Payment. If necessary, the Total Monthly Payment, the Adjustments, and the Customer's Monthly Payment may

be stated as a formula based on a price per Unit or another system of pricing, or an attachment may be used if the Monthly Payments or Adjustments will vary from month to month.

5. Affected Payments under this Exhibit N shall be determined as follows:

(a) Actual Customer File Price. A factor defined as the "Actual Customer File Price" will be calculated in respect of each month by (i) dividing the Customer's Monthly Payment by (ii) the total number of Units accessed that month by Customer from all ACROPAC bureau files. (Any reference to a "month" in this Exhibit N shall be to a calendar month or other monthly billing cycle as appropriate for Customer.) For example, if the Customer's Monthly Payment is \$500,000 and the number of Units accessed in a given month by the Customer is 1,000,000. then the Actual Customer File Price for that month would be \$0.50:

Customer's Monthly /	Units Accessed =	Actual Customer
Payment (\$500,000)	(1,000,000)	File Price (\$0.50)

(b) Cost Allocation System. The Cost Allocation System in respect of Affected Products shall require a determination of three elements: (i) the Sellers' Allocation, (ii) the Model Royalty Allocation and (iii) the Participating File Owners' Allocation.

(i) The Sellers' Allocation, or a method of calculating the Sellers' Allocation, will be determined by the parties and listed in the Schedule. The Partnership will receive a portion (the "Partnership Share") of the Sellers' Allocation each month; the remainder of the Sellers' Allocation, if any, will be allocated by ECIS. The Partnership Share, or a method of calculating the Partnership Share, will be determined by the parties and listed in the Schedule. For example, if the Customer's Monthly Payment is \$500,000, and the parties agree that the Sellers' Allocation will be 5% of the Customer's Monthly Payment, and the Partnership Share is agreed to be 22% of the Seller's Allocation, then the Sellers' Allocation and the Partnership Share will be determined as follows:

Customer's Monthly x	Agreed	= Sellers' Allocation
Payment (\$500,000) x	percentage (5%)	(\$25,000)
Sellers' Allocation x	Agreed	= Partnership Share
(\$25,000)	percentage (22%)	(\$5,500)

(ii) The Model Royalty Allocation(s) will be paid to the party or parties ("Model Vendors") that provide the scoring model system or systems, if any, used by the Customer in respect of Units accessed by the Customer. The Units to which the Customer applies a particular scoring model system during a given month are referred to as the "Scored Units". A Model Royalty Allocation will be calculated in respect of each model system used by the customer for each month by (x) multiplying the number of Scored Units applying the particular model by (y) the Royalty paid to the Model Vendor as set forth in the contract between ECIS and such Model Vendor for each such model unit ("Model Unit Cost"). For example, if the number of Scored Units accessed in a given month by the Customer is 550,000, and the Model Unit Cost for the model is \$.05, then the Model Royalty Allocation for that month for that model royalty system would be \$27,500:

Scored Units Accessed X Model Unit Cost = Model Royalty Allocation
(550,000) (\$.05) (\$27,500)

Each Model Vendor will receive all of the Model Royalty Allocation for each month for the model system it provided.

(iii) The Participating File Owners' Allocation will be calculated in respect of each month by subtracting from the Customer Monthly Payment (w) the File Sellers' Allocation, (x) the Model Royalty Allocation(s), (y) amounts, if any, paid to file owners who are not participating in the cost allocation adjustment of revenue from the sale of Affected Products ("Non Participating File Owner Amounts", or "NPFO Amounts"), and (z) other amounts ("Other Amounts"), if any, the parties agree should be subtracted. A Participating File Owner (sometimes referred to herein as a "PFO") is one who elects to participate in the cost allocation adjustment of revenue from the sale of Affected Products to the Customer. For example, if the File Sellers' Allocation and the Model Royalty Allocation(s) for a given month are \$25,000 and \$27,500, respectively, and there are no NPFO Amounts or Other Amounts to be subtracted, then the Participating File Owners' Allocation for that month would be \$447,500:

Customer's -	File	Model	-	NPFO	-	Other =	PFO
Monthly	Sellers'	Royalty		Amounts		Amounts	Allocation
Payment	Allocation	Allocation	(\$0)				(\$447,500)
(\$500,000)	(\$25,000)	(\$27,500)					

The Participating File Owners' Allocation will be allocated among Participating

File Owners regardless of whether the Affected Products are otherwise characterized as seller-based or owner-based products. Each Participating File Owner will receive an allocation for a given month of a proportion of the Participating File Owners' Allocation for that month based on the number of Units accessed during that month from its file. For example, if for a given month the Participating File Owners' Allocation is \$447,500, the number of Units accessed

by the Customer from PFO's ("PFO Units") is 1,000,000, and the number of Units accessed from the file of Participating File Owner X is 100,000, then Participating File Owner X will receive \$44,750 from the Participating File Owners' Allocation:

PFO's	/	PFO Units	x	Units Accessed =	PFO X
Allocation		Accessed by		from file of	Share of PFO's
(\$447,500)		Customer		PFO X	Allocation
		(1,000,000)		(100,000)	(\$44,750)

(c) Billable Inquiry - The amount payable by the Partnership for a given

month for each billable inquiry in respect of a Unit will be calculated by (i) dividing the Actual Customer File Price for that month by (ii) another price agreed upon by the parties as the "Prior Customer File Price" (iii) multiplied by a constant number equal to \$0.23; provided, such amount per billable inquiry shall in no event exceed \$0.23, or such lower amount provided by the Agreement. For example, if for a given month, the Actual Customer File Price is \$0.50, and the Prior Customer File Price is \$1.12, the charge for a billable inquiry for that month will be \$0.102679:

Actual	/	Prior	\$0.23	=	billable inquiry
Customer		Customer			charge
File Price		File Price			(\$0.102679)
(\$0.50)		(\$1.12)			

(d) Royalty. The amount payable as Royalty under the Agreement per billable

inquiry in respect of a Unit in respect of a given month will be calculated by (i) dividing the Actual Customer File Price for that month by (ii) the Prior Customer File Price (iii) multiplied by the Royalty otherwise payable under the Agreement (\$0.07); provided, such amount shall in no event exceed \$0.07. For example, if for a given month the Actual Customer File Price is \$0.50, and the Prior Customer File Price is \$1.12, the Royalty per billable inquiry for that month will be \$0.03125:

Actual	/	Prior	x	Agreement	=	Royalty per
Customer		Customer		Royalty		billable inquiry
File Price		File Price		(\$0.07)		(\$0.03125)
(\$0.50)		(\$1.12)				

6. This Exhibit N shall be effective as of August 1, 1993 and shall remain effective throughout the term of the Agreement and any renewals thereto.

7. The Schedule shall include an effective term concurrent with the pricing arrangement with the Customer.

8. If the Parties agree that a particular Schedule should be changed because of factors not anticipated at the time the Schedule is originally prepared, they may execute another Schedule and indicate that it supersedes the prior Schedule.

9. The Parties recognize that, from time to time, changes to the actual Cost Allocation resulting from a particular Schedule may be required after the allocation has been made.

Any such changes that are made on an ad hoc, non-recurring basis and that do not result from or require a change in any portion of the completed Schedule may be made by a letter agreement signed by (a) the President or a Vice President of CSC Enterprises, Inc. (in its capacity as managing partner of the Partnership) and acting on behalf of the Partnership, Accounts Management, CB-Tulsa and CSC and (b) the President or a Senior Vice President of ECIS and acting on behalf of ECIS and Equifax.

10. The Partnership shall have the right to audit ECIS's relevant records to verify compliance with the terms of this Exhibit N and the Schedules. Such audit may be conducted after reasonable notice, during normal business hours, using reasonable procedures to assure an accurate audit. Each party will reasonably cooperate with the other during the conduct of any such audit, it being expressly understood that in no event shall auditors be permitted to access the confidential data, files, or information belonging to a third party or not directly related to this Exhibit N and the Schedules. Auditors will not be given free access to facilities, documents, or files. Auditors will work only in designated locations and will conduct their business quietly without significant disruption of work being done by others. Notwithstanding anything to the contrary herein contained, ECIS will make available to the Partnership appropriate personnel to answer the Partnership's questions associated with the audit. All expenses of the audit are the responsibility of the Partnership.

2. REFERENCES TO THE AGREEMENT

All capitalized terms which are defined in the Agreement and not otherwise defined herein shall have the same meaning herein as in the Agreement. On or after the date hereof, each reference in the Agreement to "this Agreement", "hereunder", "herein", or words of like import shall mean and be a reference to the Agreement, as amended by this Sixth Amendment.

3. AUTHORITY

Each of the parties hereto represents to the other parties hereto that:

- (a) it has the full corporate (or, in the case of the Partnership, partnership) power and authority to execute and deliver this Sixth Amendment, to perform under the Agreement, as amended by this Sixth Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Sixth Amendment, without the necessity of any act, approval, or consent of any other person whomsoever, except such as have been obtained; and
- (b) the Agreement, as amended by this Sixth Amendment, has been approved by its Board of Directors, or the Executive Committee thereof (or, in the case of the Partnership, by the respective Boards of Directors, or the Executive Committees thereof, of each of its partners), and constitutes the valid and legally binding obligation of such party enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws from time to time in effect which affect the enforcement of creditors' rights generally, and except as enforcement of remedies may be limited by general equitable principles.

4. COUNTERPARTS

This Sixth Amendment may be executed in several counterparts, and, each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

5. MERGER

This Sixth Amendment sets forth the entire understanding of the parties regarding the subject matter hereof, and all prior such understandings, written or oral, are merged herein.

6. GOVERNING LAW

THIS SIXTH AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sixth Amendment as of the day and year first above written.

EQUIFAX CREDIT INFORMATION SERVICES, INC.

By: _____

Its _____

EQUIFAX INC.

By: _____

Its _____

CSC ENTERPRISES

By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____

Its _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____

Its _____

CREDIT BUREAU OF TULSA, INC.

By: _____

Its _____

COMPUTER SCIENCES CORPORATION

By: _____

Its _____

SCHEDULE TO EXHIBIT N
TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES
AND OPTIONS TO PURCHASE AND SELL ASSETS

THIS SCHEDULE ("Schedule") dated _____, 19____, is by and between (i) CSC Enterprises, Inc. in its capacity as managing partner of CSC Enterprises, a Delaware general partnership (the "Partnership"), on behalf of the Partnership, Accounts Management, Inc., a Texas corporation ("Accounts Management"), Credit Bureau of Tulsa, Inc., an Oklahoma corporation ("CB-Tulsa") and Computer Sciences Corporation, a Nevada corporation ("CSC") and (ii) Equifax Credit Information Services, Inc., a Georgia corporation ("ECIS") on behalf of itself and Equifax, Inc., a Georgia corporation ("Equifax").

RECITALS:

WHEREAS, the Partnership, Accounts Management, CB-Tulsa, CSC, ECIS and Equifax are parties to that certain Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets dated as of August 1, 1988, as amended (the "Agreement"); and

WHEREAS, pursuant to Exhibit N of the Agreement the parties have agreed to establish a procedure to define certain payments under the Agreement in respect of certain products sold to certain large volume customers; and

WHEREAS, the parties wish to execute this Schedule in respect of the large volume customer (the "Customer") referred to herein:

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms which are defined in Exhibit N and not otherwise defined herein shall have the same meaning herein as in Exhibit N.
2. This Schedule is issued pursuant to Exhibit N.
3. The Customer is: _____.
4. The Affected Products and their respective billable inquiry pricing codes ("BIPC") are:

Affected Product	BIPC	Affected Product	BIPC
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets if necessary)

5. The Customer's Monthly Payment calculation is:
 - a. The Total Monthly Payment: _____
 - b. Adjustments: _____

 - c. Customer's Monthly Payment (5a - 5b): _____

(If Customer's Monthly Payment will not be the same each month, an additional attachment may be added.)

(Attach additional sheets if necessary)

6. The Seller's Allocation is _____, (or) will be determined as follows: _____

7. The Partnership Share of the Sellers' Allocation is _____, (or) will be determined as follows: _____

8. The Models which may be used by the Customer and their respective Model Unit Costs are:

Model	Unit Cost
_____	_____
_____	_____
_____	_____

9. The Participating File Owners are: _____

10. The Other Amounts are:

Description	Amount
_____	_____
_____	_____
_____	_____

11. The Prior Customer File Price is: _____

12. This Schedule shall apply to the Affected Payments resulting from Customer's accessing Affected Products from _____ to _____; provided, however, this schedule shall not extend beyond the term of the Agreement.

13. This Schedule supersedes a Schedule previously executed. yes no

Superseded schedule _____ (Customer's Name)
_____ (Date of Superseded Schedule)

IN WITNESS WHEREOF, the parties have executed this Schedule to be effective as of the date and year first written above.

CSC ENTERPRISES, a Delaware general partnership

By: CSC ENTERPRISES, INC.
Its Managing Partner

EQUIFAX CREDIT INFORMATION SERVICES, INC.

By: _____

By: _____

Its _____

PARENTS AND SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns 100% of the stock of the following subsidiaries as of March 20, 1995 (all of which are included in the consolidated financial statements):

Name of Subsidiary - - - - -	State or Country of Incorporation -----
Info Inc.	Georgia
Acrofax Inc.	Canada
Business Geo-Metrics, Inc./(3)/	Georgia
CBI Ventures, Inc./(1)/	Georgia
Credence, Inc.	Georgia
Credit Northwest Corporation/(1)/	Washington
Elrick & Lavidge, Inc.	Georgia
EMDS Personnel Co., Inc./(3)/	Georgia
Equifax Card Services, Inc./(4)/	Florida
Equifax Check Services, Inc./(4)/	Delaware
Equifax Credit Information Services, Inc.	Georgia
Equifax de Chile, S.A./(10)/	Chile
Equifax de Mexico, S.A./(11)(12)/	Mexico
Equifax Europe Ltd.	Georgia
Equifax Europe (U.K.) Ltd./(9)/	United Kingdom
Equifax Healthcare EDI Services, Inc./(2)/	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax India, Inc.	Georgia
Equifax Information Technology, Inc.	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Marketing Decision Systems, Inc.	Georgia
Equifax Payment Services, Inc./(5)/	Delaware
Equifax Properties, Inc.	Georgia
Equifax Services Inc.	Georgia
Equifax South America, Inc.	Georgia
Equifax Ventures, Inc.	Georgia
Financial Insurance Marketing Group, Inc.(4)	District of Columbia
First Bankcard Systems, Inc.	Georgia
HealthChex, Inc.	New York
Health Economics Corporation	Texas
High Integrity Systems, Inc./(4)/	California
Light Signatures, Inc./(4)/	California
Mid-American Technologies, Inc./(7)/	Kansas

Osborn Laboratories, Inc./ (6) /	Delaware
Osborn Laboratories (Canada) Inc./ (7) /	Canada
PRC Corporation/ (6) /	Georgia
Quick Test, Inc.	Georgia
The Kit Factory/ (7) /	Kansas
T.I. Holding Corp.	Delaware
UAPT-Infolink, plc/ (8) /	United Kingdom

In addition, Registrant's Canadian subsidiary Acrofax Inc. owns 84% of the stock of Equifax Canada Inc. (a Canadian corporation). Equifax Canada Inc. owns 100% of the stock of Telecredit Canada, Inc. and Equifax Canada (AFX) Inc. (a Canadian corporation).

/(1)/Subsidiary of Equifax Credit Information Services, Inc.

/(2)/Subsidiary of Equifax Healthcare Information Services, Inc.

/(3)/Subsidiary of Equifax Marketing Decision Systems, Inc.

/(4)/Subsidiary of Equifax Payment Services, Inc.

/(5)/Subsidiary of T.I. Holding Corp.

/(6)/Subsidiary of Equifax Services Inc.

/(7)/Subsidiary of Osborn Laboratories, Inc.

/(8)/Subsidiary of Equifax Europe (U.K.) Ltd.

/(9)/Subsidiary of Equifax Europe Ltd.

/(10)/Subsidiary of Equifax South America, Inc.

/(11)/Subsidiary of Equifax Holdings (Mexico) Inc.

/(12)/Subsidiary of Equifax Investments (Mexico) Inc.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K, into the Company's previously filed Registration Statements on Form S-3 or Form S-8, File No. 33-4981, File No. 33-40011, File No. 33-58734, File No. 33-34640, File No. 33-71202, as amended, File No. 33-66728, File No. 33-71200, File No. 33-82374, File No. 33-86018 and File No. 33-86978.

ARTHUR ANDERSEN LLP

Atlanta, Georgia
March 27, 1995

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This schedule contains summary financial information extracted from the Form 10-K dated 12/31/94 and is qualified in its entirety by reference to such financial statements.

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