

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 12-31-96

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
INCORPORATION OR ORGANIZATION)

(I.R.S. EMPLOYER
IDENTIFICATION NO.)

1600 Peachtree St., N.W., Atlanta, GA

30309

(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
(\$1.25 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 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 25, 1997: \$4,221,054,675.

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 25, 1997
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COMMON STOCK, \$1.25 PAR VALUE	151,950,736

DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON APRIL
30, 1997, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10,
11, 12, AND 13, INTO PART III OF THIS FORM 10-K.

PART I

ITEM 1. BUSINESS

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Equifax Inc. is a holding company which conducts its actual business operations through the use of subsidiary companies. The Company's business areas are divided into separate groups and 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. In late 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 under the respective Company segment headings.

Since January 1993, the Company has had an open market stock repurchase program. During 1996, the Company repurchased 4,614,000 shares at a cost of \$105,550,000.

Reference is made to acquisitions and investments in unconsolidated affiliates reported in Note 2 of the Notes to Consolidated Financial Statements, included as Exhibit 13.3 in Part IV, Item 14 of this report, which is hereby incorporated by reference. During the fourth quarter of 1996, the Company divested its healthcare information business operations.

In October 1996, the Company announced international expansion developments including activity in India, Thailand and Mexico, as well as agreements to provide services in Asia, the Pacific Rim, Hungary and Hong Kong.

In December 1996, the Company announced its intention to divest its Insurance Services Group through the issuance of a special stock dividend to its shareholders. Distribution of this dividend is contingent upon, among other things, the receipt of a ruling by the Internal Revenue Service that such distribution constitutes a tax-free dividend to shareholders. Assuming a favorable response is received, this spinoff is anticipated to occur in mid-year 1997.

Reference is made to industry segment information reported in Note 12 of the Notes to Consolidated Financial Statements, included in Part II, Item 8 of this report, which is hereby incorporated by reference.

A description of the Company's products or services by industry segment follows:

Credit Services Segment

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This segment includes Equifax Credit Information Services, Inc. and its wholly-owned subsidiaries Credit Northwest Corporation; Equifax Marketing Decision Systems, Inc.; Market Knowledge, Incorporated; and Rochester Credit Center.

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The Company's principal class of service for this segment is informational services for consumer credit report purposes. Customers include retailers, banks, financial institutions, utilities, telecommunications companies, petroleum companies, travel and entertainment card companies, auto finance and leasing firms, automobile dealers and rental companies, hotels and motels, educational institutions and mortgage lenders. In 1996, this class of service accounted for 18.6% of the Company's total operating revenue, as compared with 19.0% in 1995, and 20.9% in 1994.

Companies in this segment primarily furnish consumer credit reporting services, but also provide decision support and credit management services designed to meet specific customer needs. This includes consumer credit reporting information, credit card marketing services, risk management, collection services, locate services, fraud detection and prevention services and mortgage loan origination information. Other services include PC-based marketing systems, psychographic and geo-demographic modeling systems, mapping tools, strategic consulting to database marketing and management systems and computer modeling and analytical services, both domestically and internationally. Distribution of information to customers is made primarily through electronic data interfaces.

The Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two other large automated credit reporting organizations - Experian Corporation and Trans Union Corporation.

Payment Services Segment

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This segment includes Equifax Payment Services, Inc. and its wholly-owned subsidiaries Equifax Check Services, Inc.; Equifax Card Services, Inc.; Equifax Card Services (Madison), Inc.; Credit Union Card Services, Inc.; Light Signatures, Inc.; Financial Insurance Marketing Group, Inc.; First Bankcard Systems, Inc.; and Tecnicob, S.A.

The Company's principal class of service for this segment is credit and debit card services, which includes credit and debit card authorization and processing, credit card marketing enhancements, and software products for credit card, merchant and collection processing. In 1996, this class of service accounted for 10.8% of the Company's total revenue, as compared with 9.0% in 1995 and 8.0% in 1994. Other services provided are check authorization services, which include on-line warranty or verification of checks written at the point of sale. Card Services customers include banks, credit unions and savings institutions. Card software product customers are diverse and include some of the world's largest financial institutions. Check Services customers include national and regional retail chains, hotels and motels, automobile dealers and rental car companies and other retail companies.

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

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

International Operations Segment

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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-

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Infolink plc; The Infocheck Group Ltd.; Equifax South America, Inc.; Transax plc.; Equifax India Private Ltd.; and Equifax Mauritius Private Limited. Also included in this segment are ASNEF-Equifax (49% owned); Organizacion Veraz (33.3% owned); and DICOM S.A. (50% owned).

The Company's principal class of service for this segment is consumer and commercial credit reporting outside the United States.

The companies in this segment primarily provide consumer and commercial credit services, but also provide other financial services. In Canada, financial services include consumer and business credit reporting information, accounts receivable and collection and check warranty services. In Europe (primarily the United Kingdom), consumer and business credit reporting and marketing services, credit scoring and modeling services, and check warranty and auto lien information services are provided. In South America, commercial, financial and medical information are provided in addition to consumer credit services.

Customers include retailers, banks, financial institutions, utilities and telecommunications companies, petroleum companies, travel and entertainment card companies, auto finance and leasing firms, automobile dealers and rental companies, hotels and motels, educational institutions and mortgage lenders.

Equifax Canada Inc. is clearly the market leader in providing consumer and commercial credit information in Canada. In the United Kingdom, Equifax has the largest share of the consumer and business credit information market, while Transax is the check warranty market share leader. ASNEF-Equifax is a leader in providing credit information services in Spain and Portugal. VERAZ is the leading information provider in Argentina, while DICOM is the leading provider in Chile.

Insurance Services Segment

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This segment consists of various business units of Equifax Services Inc.; Osborn Laboratories, Inc.; Osborn Laboratories (Canada) Inc.; The Kit Factory, Inc.; Mid-American Technologies, Inc.; Programming Resources Company; and CDB Infotek (70%).

The Company's principal class of service for this segment is providing information for insurance underwriting purposes. In 1996, this class of service accounted for 27.2% of the Company's total operating revenue, as compared with 26.4% in 1995 and 25.9% in 1994.

Equifax Services Inc. provides most major domestic 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. Services include life and health underwriting

reports, paramedical exams, health measurements, medical history reports, specimen testing, drug screening collection services, claim investigations and employment background screenings. The Company also provides similar informational services to major property and casualty and commercial insurance companies including motor vehicle records, automated claim information for automobile and property insurers, and on-line access to public court records and business filings. Automated property and automobile claim information is also provided in the United Kingdom to property and casualty insurers. The Company also provides customized decision support and rule-based risk management services, including software rating applications for commercial and personal line insurers and commercial property evaluations. This information is used by insurance companies in evaluating applicants as risks and as

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an aid in determining the applicable rates. Distribution of information to customers is primarily made through electronic data interfaces.

Insurance services customers include most major domestic life and health and property and casualty and commercial insurance companies as well as independent agents. Public record and employment and background screening services are offered to all major domestic companies. Major insurers in the United Kingdom use the automated databases.

The Company currently ranks as the leading provider of risk management information for insurance companies, while Osborn is the second largest domestic laboratory of its kind. 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. CDB Infotek is a leading provider of on-line public record information.

General Information Services Segment

In the fourth quarter of 1996, the Company divested its healthcare information businesses which included Medical Credentialing Verification Services; Equifax Healthcare EDI Services, Inc.; Equifax Healthcare Analytical Services, Inc. and Equifax Healthcare Administrative Services, Inc. Two non-healthcare information businesses, Equifax Government and Special Systems, Inc. and High Integrity Systems, Inc. were retained.

The Company's principal class of service for this segment was providing healthcare information services.

Companies in this segment provided healthcare information services and furnished a broad range of informational and administrative services which included electronic claims processing, physician profiling, claims auditing, claim analysis, administration and utilization management, electronic remittance, hospital bill audits and medical credentials verification.

Equifax Healthcare Information Services, Inc., Equifax Healthcare Analytical Services, Inc., Equifax Healthcare EDI Services, Inc., and Equifax Healthcare Administrative Services, Inc. provided services to health care providers (hospitals and physicians), managed care organizations, health plan managers, insurers, purchasers and payers of group health coverage and governmental agencies.

High Integrity Systems, Inc., which the Company retained, was originally formed to provide a lottery management system for the California State Lottery. Reference is made to Note 4 of the Notes to Consolidated Financial Statements, included in Part II, Item 3 of this report, for a more detailed discussion.

Competition is strong in all of the above areas. Companies offering healthcare services possess relatively small shares or compete in young and growing markets. 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.

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None of the Company's segments is dependent on any single customer, and the Company's largest customer provides less than 10% of the Company's total revenues.

The Company had approximately 14,100 employees, as of December 31, 1996.

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 to the Company's business taken as a whole.

The Company owns a total of three office buildings, one of which is located in La Habra, California, one in Wexford, Ireland and one in Salisbury, England. The company also owns two office/laboratory facilities located in Olathe, Kansas which are utilized by the Company's subsidiary, Osborn Laboratories, Inc. The Company also owns approximately 46 acres in Windward Office Park located in Alpharetta, Georgia adjacent to office space currently under lease by the Company.

The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 394 leases and other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$52,796,000 in 1996, \$46,898,000 in 1995 and \$46,534,000 in 1994. In March 1994, the company sold and leased back under operating leases certain land and buildings. The net sales price of \$55.1 million approximated the net book value of the related assets.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1996:

<TABLE> <CAPTION> (In thousands)	Amount
<S>	<C>
1997	\$37,546
1998	31,150
1999	24,928
2000	20,242
2001	16,665
Thereafter	107,931

	\$238,462
	=====

</TABLE>

ITEM 3. LEGAL PROCEEDINGS
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Reference is made to Lottery Contract Dispute, Litigation, and Settlement information reported in Note 4 of the Notes to Consolidated Financial Statements, included in Part II, Item 8 of this report, which is hereby incorporated by reference.

EXECUTIVE OFFICERS OF THE REGISTRANT
- - - - -

The Company's executive officers, as of March 25, 1997, are listed below, with certain information relating to each of them:

<TABLE> <CAPTION>			Executive Officer Since
Name and Position With Company	Age		-----
<S>	<C>		<C>
Daniel W. McGlaughlin, President and Chief Executive Officer*	60		1989
Thomas F. Chapman, Executive Vice President*	53		1991
Derek V. Smith, Executive Vice President*	42		1990
John T. Chandler, Corporate Vice President	49		1995
Ralph F. Haygood, Corporate Vice President	49		1993
Philip J. Mazzilli, Corporate Vice President, Treasurer & Controller	56		1995
David A. Post, Corporate Vice President & Chief Financial Officer	44		1996
Bruce S. Richards, Corporate Vice President & General Counsel	42		1996

Robert C. Varga, Corporate Vice President	49	1996
Marietta Edmunds Zakas, Corporate Vice President and Secretary	38	1995

</TABLE>

*Also serves as a Director

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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 their successors have been elected and duly qualified. Election of officers occurs each year at the Board of Directors meeting held in conjunction with the Annual Meeting of the Shareholders.

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

Ms. Zakas, prior to her election as Corporate Vice President and Secretary in October 1996, served as Corporate Vice President and Treasurer for the period January 1996 through October 1996 and as Corporate Vice President-Investor Relations for the period October 1995 through January 1996. Prior to that, she served as Vice President and Director of Investor Relations of the Company since September 1993. Prior to that, she served at Holiday Inn Worldwide, an international hotel chain, as Director-Strategic Planning and Analysis from 1992-1993 and as Director-Project Finance from 1991-1992. From 1984 until 1991, she worked at Morgan Stanley and Co., Incorporated, an investment banking firm, as a Vice President in the areas of capital market services and corporate finance.

Mr. Chandler, prior to his election as Corporate Vice President in October 1995, served as Vice President-Compensation and Benefits Administration. Before joining the Company in 1991, he served as vice president of executive compensation and benefits for C&S/Sovran Corporation, a national bank, now known as NationsBank, N.A., for a period of four years.

Mr. Mazzilli, prior to his election as Corporate Vice President and Controller in October 1995, served as Vice President and Controller of the Company since 1992. Before joining the Company in 1992, he served as Vice President, Management Services for the Equitable Life Insurance Company for a period of six years.

Mr. Richards, prior to his election as Corporate Vice President and General Counsel in October 1996, served as Senior Vice President and Group Counsel of the Company's Financial Services Group. Prior to joining the Company in 1991, Mr. Richards served as Vice President and General Counsel of Telecredit, Inc. which was acquired by the Company in 1990.

Mr. Post, elected in October 1996, serves as Corporate Vice President and Chief Financial Officer of the Company. Prior to this election, Mr. Post served as Senior Vice President and Group Chief Financial Officer of the Company's Financial Services Group since joining the Company in February 1992. Prior to joining the Company, Mr. Post served as Senior Vice President and Controller for Wachovia Corporation of Georgia since 1983.

Mr. Varga, who joined the Company in May 1995, serves as Corporate Vice President of the Company and is responsible for corporate development, strategic planning and management and quality systems. Prior to joining the Company, he served as Chief of Staff to U.S. Representative John Linder from Georgia from 1993 through 1995, having previously served as his campaign manager.

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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 the stock is traded.

Dividends Per Share

<TABLE>

<CAPTION>

Quarter	1990	1991	1992	1993	1994	1995	1996
First	\$0.060	\$0.065	\$0.065	\$0.070	\$0.070	\$0.078	\$0.083
Second	0.060	0.065	0.065	0.070	0.078	0.078	0.083
Third	0.060	0.065	0.065	0.070	0.078	0.078	0.083
Fourth	0.060	0.065	0.065	0.070	0.078	0.083	0.083
Annual	\$0.240	\$0.260	\$0.260	\$0.280	\$0.303	\$0.315	\$0.330

</TABLE>

Stock Prices

<TABLE>
<CAPTION>

(In Dollars)	1992		1993		1994		1995		1996	
<S>	High	Low	High	Low	High	Low	High	Low	High	Low
First Quarter	9.375	7.500	11.188	9.563	13.688	10.938	17.000	12.625	22.500	17.750
Second Quarter	9.688	7.188	10.500	8.688	15.188	11.563	17.500	15.313	27.750	19.625
Third Quarter	8.563	7.188	13.063	9.875	15.125	13.375	21.063	16.313	27.375	24.125
Fourth Quarter	10.313	7.313	13.688	11.438	15.250	12.000	21.750	18.000	34.500	26.500
Year	10.313	7.188	13.688	8.688	15.250	10.938	21.750	12.625	34.500	17.750

</TABLE>

As of March 25, 1997, there were approximately 9,000 holders of record of the Company's common stock.

ITEM 6. SELECTED FINANCIAL DATA

Reference is made to Exhibit 13.1, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

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

Reference is made to Exhibit 13.2, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Reference is made to Exhibit 13.3, included in Part IV, Item 14 of this report, which is hereby incorporated by reference.

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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 30, 1997, contains, on pages 2 through 5 and 18 thereof, information relating to the Company's Executive Officers, Directors and persons nominated to become Directors. This 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 30, 1997, contains, on pages 8 through 16 thereof, information relating to executive compensation. This 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 30, 1997, contains, on page 7, information relating to security ownership of certain beneficial owners and management. This 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 30, 1997, contains, on pages 5 and 6 thereof, information relating to certain relationships and related transactions. This 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, 1996 and 1995

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- . Consolidated Statements of Income for the Years Ended December 31, 1996, 1995 and 1994
- . Consolidated Statements of Shareholders' Equity for the Years Ended December 31, 1996, 1995 and 1994
- . Consolidated Statements of Cash Flows for the Years Ended December 31, 1996, 1995 and 1994
- . Notes to Consolidated Financial Statements

(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

- . Amended and Restated Articles of Incorporation (3 pages)/(7)/
- . By-Laws (23 pages)

Instruments Defining the Rights of Security Holders, Including Indentures

- . Loan Agreement (132 pages)/(6)/
- . Portion of Prospectus and Trust Indenture (134 pages)/(1)/
- . Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A" (54 pages)/(5)/

Material Contracts and Compensation Plans

- . Equifax Inc. 1988 Performance Share Plan for Officers, as amended (14 pages)/(7) (8) /
- . Equifax Inc. 1996 Incentive Compensation Plan (6 pages)/(8) /
- . Deferred Compensation Plan (22 pages)/(6) (8) /
- . Change in Control Agreement (10 pages)/(6) (8) /

- . Change in Control Agreement (10 pages)/(8)/
- . Executive Employment Agreement, dated June 22, 1989 (7 pages)/(8)/
- . Executive Employment Agreement, dated July 1, 1991 (3 pages)/(8)/
- . Executive Employment Agreement, dated December 29, 1995/(6) (8)/
- . Consulting Agreement, dated January 1, 1996/(6) (8)/
- . Executive Agreement, dated January 31, 1997 (9 pages)/(8)/
- . Executive Agreement, dated October 30, 1996 (9 pages)/(8)/

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- . Equifax Inc. Omnibus Stock Incentive Plan 1996 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(8)/
- . Equifax Inc. Omnibus Stock Incentive Plan, as amended (14 pages)/(6) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(4) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1994 Incentive and Non-Qualified Stock Option Agreements (8 pages)/(3) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Non-Qualified Stock Option Agreement (4 pages)/(4) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1994 Restricted Stock Award Agreement (4 pages)/(3) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1995 Restricted Stock Award Agreement (3 pages)/(4) (8)/
- . Equifax Inc. Omnibus Stock Incentive Plan 1996 Restricted Stock Award Agreement (3 pages)/(8)/
- . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement (10 pages)/(4) (8)/
- . Equifax Inc. Supplemental Executive Retirement Plan (24 pages)/(4) (8)/
- . Equifax Inc. Supplemental Executive Retirement Plan Amendments (26 pages)/(3)/(8)/
- . Equifax Inc. Supplemental Executive Retirement Plan Amendment (2 pages)/(8)/
- . Equifax Inc. Severance Pay Plan for Salaried Employees (18 pages)/(3) (8)/
- . Agreement For Computerized Credit Reporting Services (204 pages)/(3)/
- . Amendments to Agreement for Computerized Credit Reporting Services and related documents (66 pages)
- . Amendment to Agreement for Computerized Credit Reporting Services (8 pages)/(2)/
- . Amendment to Agreement for Computerized Credit Reporting Services (9 pages)/(3)/
- . Amendment to Agreement for Computerized Credit Reporting Services (14 pages)/(4)/
- . Computer and network operations agreement (redacted version) (31 pages)/(3)/
- . Purchase and Lease Agreement (109 pages)/(3)/
- . Headquarters Facility Lease (77 pages)/(3)/
- . Participation Agreement (148 pages)/(3)/

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- . Lease Agreement (71 pages)/(3)/
- . Compensation of Directors - The Company's by-laws, which are filed as an exhibit to this Form 10-K Annual Report, describe, on page 7 thereof, under Article Two, "Compensation of Directors," the fees paid to Directors of the Company. This 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 these policies.

Annual Report to Security Holders

- . Summary of Selected Financial Data (2 pages)
- . Management's Discussion and Analysis of Financial Condition and Results of Operation (9 pages)
- . Financial Statements and Supplementary Data (25 pages)

Subsidiaries of the Registrant (6 pages)

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

Financial Data Schedule (1 page)

/(1)/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.

/(2)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and hereby incorporated by reference.

/(3)/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.

/(4)/Previously filed as an exhibit on Form 10-K, filed March 30, 1995, and hereby incorporated by reference.

/(5)/Previously filed as exhibits on Form 8-A, filed November 2, 1995, and hereby incorporated by reference.

/(6)/Previously filed as an exhibit on Form 10-K, filed April 1, 1996, as amended on Form 10-K/A, filed April 4, 1996, and hereby incorporated by reference.

/(7)/Previously filed as an exhibit on Schedule 14A, filed March 26, 1996, and hereby incorporated by reference.

/(8)/Management Contract or Compensatory Plan

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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, 1996.

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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 31, 1997

By /s/ Marietta Edmunds Zakas

Marietta Edmunds Zakas,
Corporate Vice President
and Secretary

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.

Date March 31, 1997

/s/ C. B. Rogers, Jr.

C. B. Rogers, Jr., Chairman of the
Board

Date March 31, 1997

/s/ Daniel W. McGlaughlin

Daniel W. McGlaughlin, President,
Chief Executive Officer and Director

Date March 31, 1997

/s/ Thomas F. Chapman

Thomas F. Chapman, Executive Vice
President and Director

Date March 31, 1997

/s/ Derek V. Smith

Derek V. Smith, Executive Vice
President and Director

Date March 31, 1997

/s/ Philip J. Mazzilli

Philip J. Mazzilli, Corporate Vice
President, Treasurer and Controller
(Principal Accounting Officer)

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Date March 31, 1997

/s/ Lee A. Ault

Lee A. Ault, III, Director

Date March , 1997

Ron D. Barbaro, Director

Date March 31, 1997

/s/ John L. Clendenin

John L. Clendenin, Director

Date March , 1997

A. W. Dahlberg, Director

Date March , 1997

Robert P. Forrestal, Director

Date March 31, 1997

/s/ L. Phillip Humann

L. Phillip Humann, Director

Date March 31, 1997

/s/ Tinsley H. Irvin

Tinsley H. Irvin, Director

Date March 31, 1997

/s/ Larry L. Prince

Larry L. Prince, Director

Date March 31, 1997

/s/ D. Raymond Riddle

D. Raymond Riddle, Director

Date March , 1997

Dr. Betty L. Siegel, Director

Date March 31, 1997

/s/ Dr. Louis W. Sullivan

Dr. Louis W. Sullivan, Director

INDEX TO EXHIBITS

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Articles of Incorporation and By-laws

- 3.1 . Amended and Restated Articles of Incorporation/(7)/
- 3.2 . By-Laws

Instruments Defining the Rights of Security Holders,
Including Indentures

- 4.1 . Loan Agreement/(6)/
- 4.2 . Portion of Prospectus and Trust Indenture /(1)/
- 4.3 . Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A"/(5)/

Material Contracts and Compensation Plans

- 10.1 . Equifax Inc. 1988 Performance Share Plan for Officers, as amended/(7) (8)/
- 10.2 . Equifax Inc. 1996 Incentive Compensation Plan/(8)/
- 10.3 . Deferred Compensation Plan/(6) (8)/
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- 10.6 . Executive Employment Agreement, dated June 22, 1989/(8)/
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- 10.8 . Executive Employment Agreement, dated December 29, 1995/(6) (8)/
- 10.9 . Consulting Agreement, dated January 1, 1996/(6) (8)/
- 10.10 . Executive Agreement, dated January 31, 1997/(8)/
- 10.11 . Executive Agreement, dated October 30, 1996/(8)/
- 10.12 . Equifax Inc. Omnibus Stock Incentive Plan 1996 Incentive and Non-Qualified Stock Option Agreements/(8)/
- 10.13 . Equifax Inc. Omnibus Stock Incentive Plan, as amended/(6) (8)/
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- 10.20 . Equifax Inc. Non-Employee Director Stock Option Plan and Agreement/(4) (8)/
- 10.21 . Equifax Inc. Supplemental Executive Retirement Plan/(4) (8)/
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- 10.29 . Amendment to Agreement for Computerized Credit Reporting Services/(4)/
- 10.30 . Computer and network operations agreement (redacted version)/(3)/
- 10.31 . Purchase and Lease Agreement/(3)/
- 10.32 . Headquarters Facility Lease/(3)/
- 10.33 . Participation Agreement/(3)/
- 10.34 . Lease Agreement/(3)/
- . Compensation of Directors - The Company's by-laws, which are filed as an exhibit to this Form 10-K Annual Report, describe, on page 7 thereof, under Article Two, "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.
- 13.1 . Summary of Selected Financial Data
- 13.2 . Management's Discussion and Analysis of Operation Financial Condition and Results of Operation
- 13.3 . Financial Statements and Supplementary Data
- 21 Subsidiaries of the Registrant
- 23 Consent of Independent Public Accountants to incorporation by reference
- 27 Financial Data Schedule

/(1)/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.

/(2)/Previously filed as an exhibit on Form 10-K, filed March 30, 1993, and hereby incorporated by reference.

/(3)/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.

/(4)/Previously filed as an exhibit on Form 10-K, filed March 30, 1995, and hereby incorporated by reference.

/(5)/Previously filed as exhibits on form 8-A, filed November 2, 1995, and hereby incorporated by reference.

/(6)/Previously filed as an exhibit on Form 10-K, filed April 1, 1996, as amended on Form 10-K/A, filed April 4, 1996, and hereby incorporated by reference.

/(7)/Previously filed as an exhibit on Schedule 14A, filed, March 26, 1996, and hereby incorporated by reference.

/(8)/Management Contract or Compensatory Plan

 EQUIFAX INC.
 BYLAWS

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EQUIFAX INC.
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BYLAWS
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BYLAWS OF EQUIFAX INC.

Revised to incorporate changes adopted by the Board of Directors through its meeting held January 29, 1997, effective January 1, 1997

ARTICLE ONE
Meetings of the Shareholders

Section 1.1 Annual Meeting. The Annual Meeting of the Shareholders of the Company shall be held during the first five months after the end of each fiscal year of the Company 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 properly brought before the meeting.

Section 1.2 Special Meetings Special meetings of the Shareholders may be held at the principal office of the Company in the State of Georgia or at such other place, within or without 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, a majority of the Directors in writing without a meeting, or by unanimous call of the Shareholders.

Section 1.3 Notice of Meetings. Unless waived in accordance with the Georgia Business Corporation Code (the "Code"), a notice of each meeting of Shareholders stating the date, time and place of the meeting shall be given not less than 10 days nor more than 60 days before the date thereof to each Shareholder entitled to vote at that meeting. In the case of an Annual Meeting, the notice need not state the purpose or purposes of the meeting unless the Articles of Incorporation or the Code requires the purpose or purposes to be stated in the

notice of the meeting. Any irregularity in such notice shall not affect the validity of the Annual Meeting or any action taken at such meeting. In the case of a special meeting of the Shareholders, the notice of meeting shall state the purpose or purposes for which the meeting is called, and only business within the purpose or purposes described in such notice may be conducted at the meeting.

Section 1.4 Voting Groups. Voting group means all shares of one or more classes or series that are entitled to vote and be counted together collectively on a matter at a meeting of Shareholders. All shares entitled to vote generally on the matter are for that purpose a single voting group.

Section 1.5 Quorum. With respect to shares entitled to vote as a separate voting group on a matter at a meeting of Shareholders, the presence, in person or by proxy, of a majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter unless the Articles of Incorporation or the Code provides otherwise. Once a share is represented for any purpose at a meeting, other than solely to object to holding the meeting or to transacting business at the meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of the meeting unless a new record date is or must be set for the adjourned meeting pursuant to Section 1.11 of these Bylaws.

Section 1.6 Vote Required for Action. If a quorum exists, action on a matter (other than the election of Directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, provisions of these Bylaws validly adopted by the Shareholders, or the Code requires a greater number of affirmative votes. If the Articles of Incorporation or the Code provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately.

Section 1.7 Adjournments. Whether or not a quorum is present to organize a meeting, any meeting of Shareholders (including an adjourned meeting) may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met.

Section 1.8 Presiding Officer. The Chairman of the Board shall call the meeting of the Shareholders to order and shall act as chairman of such meeting. In the absence of the Chairman of the Board, the meeting shall be called to order by any one of the following officers then present, in the following order: the Vice Chairman of the Board, the Chief Executive Officer, the President, the senior Executive Vice President, the next senior Executive Vice President, or any one of the Vice Presidents, who shall act as chairman of the meeting. The Secretary of the Company shall act as secretary of the meeting of the Shareholders. In the absence of the Secretary, at any meeting of the Shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 1.9 Voting of Shares. Unless the Articles of Incorporation or the Code provides otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of Shareholders.

Section 1.10 Proxies. A Shareholder entitled to vote pursuant to Section 1.9 may vote in person or by proxy pursuant to an appointment of proxy executed in writing by the Shareholder. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted for examination to the Secretary of the Company or to a proxy officer or committee appointed by the Board of Directors. The Secretary or, if appointed, the proxy officer or committee shall determine the validity or invalidity of any appointment of proxy submitted, and reference by the Secretary in the minutes of the meeting to the regularity of an appointment of proxy shall be received as prima facie

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evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

Section 1.11 Record Date. For the purpose of determining Shareholders entitled to notice of a meeting of the Shareholders, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be not more than 70 days prior to the date on which the particular action, requiring a determination of the Shareholders, is to be taken. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed

for the original meeting. If no record date is fixed by the Board of Directors, the 70th day preceding the date on which the particular action, requiring a determination of the Shareholders, is to be taken shall be the record date for that purpose.

Section 1.12 Shareholder Proposals and Nominations.

(a) No proposal for a Shareholder vote (other than a proposal that appears in the Company's proxy statement after compliance with the procedures set forth in Securities and Exchange Commission Rule 14a-8) shall be submitted by a Shareholder (a "Shareholder Proposal") to the Company's Shareholders unless the Shareholder submitting such proposal (the "Proponent") shall have filed a written notice setting forth with particularity (i) the names and business addresses of the Proponent and all natural persons, corporations, partnerships, trusts or any other type of legal entity or recognized ownership vehicle (collectively, a "Person") acting in concert with the Proponent; (ii) the name and address of the Proponent and the Persons identified in clause (i), as they appear on the Company's books (if they so appear); (iii) the class and number of shares of the Company beneficially owned by the Proponent and by each Person identified in clause (i); (iv) a description of the Shareholder Proposal containing all material information relating thereto; and (v) such other information as the Board of Directors reasonably determines is necessary or appropriate to enable the Board of Directors and Shareholders of the Company to consider the Shareholder Proposal. The presiding officer at any meeting of the Shareholders may determine that any Shareholder Proposal was not made in accordance with the procedures prescribed in these Bylaws or is otherwise not in accordance with law, and if it is so determined, such officer shall so declare at the meeting and the Shareholder Proposal shall be disregarded.

(b) Only persons who are selected and recommended by the Board of Directors or the committee of the Board of Directors designated to make nominations, or who are nominated by Shareholders in accordance with the procedures set forth in this Section 1.12, shall be eligible for election, or qualified to serve, as Directors. Nominations of individuals for election to the Board of Directors of the Company at any Annual Meeting or any special meeting of Shareholders at which Directors are to be elected may be made by any Shareholder of the Company entitled to vote for the election of Directors at that meeting

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by compliance with the procedures set forth in this Section 1.12. Nominations by Shareholders shall be made by written notice (a "Nomination Notice"), which shall set forth (i) as to each individual nominated, (A) the name, date of birth, business address and residence address of such individual; (B) the business experience during the past five years of such nominee, including his or her principal occupations and employment during such period, the name and principal business of any corporation or other organization in which such occupations and employment were carried on, and such other information as to the nature of his or her responsibilities and level of professional competence as may be sufficient to permit assessment of such prior business experience; (C) whether the nominee is or has ever been at any time a director, officer or owner of five percent or more of any class of capital stock, partnership interests or other equity interest of any corporation, partnership or other entity; (D) any directorships held by such nominee in any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940, as amended; and (E) whether such nominee has ever been convicted in a criminal proceeding or has ever been subject to a judgment, order, finding or decree of any federal, state or other governmental entity, concerning any violation of federal, state or other law, or any proceeding in bankruptcy, which conviction, order, finding, decree or proceeding may be material to an evaluation of the ability or integrity of the nominee; and (ii) as to the Person submitting the Nomination Notice and any Person acting in concert with such Person, (X) the name and business address of such Person, (Y) the name and address of such Person as they appear on the Company's books (if they so appear), and (Z) the class and number of shares of the Company that are beneficially owned by such Person. A written consent to being named in a proxy statement as a nominee, and to serve as a Director if elected, signed by the nominee, shall be filed with any Nomination Notice. If the presiding officer at any meeting of the Shareholders determines that a nomination was not made in accordance with the procedures prescribed by these Bylaws, such officer shall so declare to the meeting and the defective nomination shall be disregarded.

(c) If a Shareholder Proposal or Nomination Notice is to be submitted at an Annual Meeting of the Shareholders, it shall be delivered to the Secretary of the Company at the principal executive office of the Company within the time period specified in Securities and Exchange Commission Rule 14a-8(a)(3)(i). Subject to Section 1.3 as to matters that may be acted upon at a special meeting of the Shareholders, if a Shareholder Proposal or Nomination Notice is to be submitted at a special meeting of the Shareholders, it shall be delivered to the Secretary of the Company at the principal executive office of the Company no later than the close of business on the earlier of (i) the 30th day following the public announcement that a matter will be submitted to a vote of the Shareholders at a special meeting, or (ii) the 15th day following the day on

which notice of the special meeting was given.

ARTICLE TWO
Board of Directors

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Section 2.1 General. Subject to the Articles of Incorporation, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Directors. In addition to the powers and authority expressly conferred upon it by these Bylaws and the Articles of Incorporation, the Board of Directors may exercise all such lawful acts and things as are not by law, by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 2.2 Number of Directors and Term of Office. The number of Directors shall be not less than nine, nor more than 20 Shareholders, and shall be fixed within such range by the Board of Directors. The Directors shall be divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board of Directors. At each Annual Meeting of the Shareholders, successors to the class of Directors whose term expires at that Annual Meeting of Shareholders shall be elected for a three-year term. If the number of Directors has changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible, and any additional Director of any class elected to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class, unless otherwise required by law, but in no case shall a decrease in the number of Directors for a class shorten the term of an incumbent Director. A Director shall hold office until the Annual Meeting of Shareholders for the year in which such Director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

Section 2.3 Election of Directors. A Director shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of Shareholders at which a quorum is present.

Section 2.4 Vacancies. Any vacancy on the Board of Directors that results from an increase in the number of Directors or from prior death, resignation, retirement, disqualification or removal from office of a Director shall be filled by a majority of the Board of Directors then in office, though less than a quorum, or by the sole remaining Director. Any Director elected to fill a vacancy resulting from prior death, resignation, retirement, disqualification or removal from office of a director, shall have the same remaining term as that of his or her predecessor.

Section 2.5 Term Limits. The Chairman of the Board may continue to serve as an active Director after retirement as Chief Executive Officer of the Company until reaching 70 years of age. Any other Director reaching 70 years of age (or 65 years of age for Directors who are also employees of the Company) or ceasing to continue a regular business relationship (as defined below) shall automatically retire from the Board, except that a non-

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employee Director who ceases to continue a regular business relationship may continue serving as a Director until the next Annual Meeting of the Shareholders or 70 years of age, whichever first occurs. Notwithstanding the preceding, a non-employee Director may, at the request of the Chairman and if ratified by the Board, continue to serve until age 70 if the Director continues in a position or business activity that the Board determines would be of substantial benefit to the Company. For purposes of this Section 2.5, the expression "regular business relationship" means a relationship as an employee, consultant or officer of a substantial business, professional or educational organization, which requires exercise of business judgment on a regular basis, and which is not lower in seniority than the position with such organization occupied by the Director at the time of the Director's first election to the Board of Directors of the Company.

Section 2.6 Stock Ownership Requirement. Every Director shall be a Shareholder of the Company. Directors shall serve for the terms for which they are elected and until their successors shall have been duly chosen, unless any such term is sooner ended as herein permitted; provided, however, that if a Director ceases to be a Shareholder, the disposition of the stock shall constitute a resignation of the Director's office as a Director.

Section 2.7 Meetings. 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.

Section 2.8 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the direction of the Chairman of the Board, or in his or her absence, by the Vice Chairman, or in his or her absence, by the President. Special meetings of the Board may also be called by one-third of the Directors then in office. 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.

Section 2.9 Notice of Meetings. Unless waived in accordance with the Code, notice of each regular or special meeting of the Board of Directors, stating the date, time and place of the meeting, shall be given not less than two days before the date thereof to each Director.

Section 2.10 Quorum; Adjournments. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Whether or not a quorum is present to organize a meeting, any meeting of Directors (including a reconvened meeting) may be adjourned by a majority of the Directors present, to reconvene at a specific time and place. At any adjourned meeting, any business may be transacted that could have been transacted at the meeting prior to adjournment. If notice of the original meeting was properly given, it shall not be necessary to give any notice of the adjourned meeting or of the business to

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be transacted if the date, time and place of the adjourned meeting are announced at the meeting prior to adjournment.

Section 2.11 Vote Required for Action. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Code, the Articles of Incorporation, or these Bylaws require the vote of a greater number of Directors.

Section 2.12 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or any action that may be taken at a meeting of a committee of the Board of Directors may be taken without a meeting if the action is taken by all the members of the Board of Directors or of the committee, as the case may be. The action must be evidenced by one or more written consents describing the action taken, signed by each Director or each Director serving on the committee, as the case may be, and delivered to the Company for inclusion in the minutes or filing with the corporate records.

Section 2.13 Compensation of Directors. Directors who are salaried officers or employees of the Company shall receive no additional compensation for service as a Director or as a member of a committee of the Board of Directors. Each Director who is not a salaried officer or employee of the Company shall be compensated as set forth below. A Director may also serve the Company in a capacity other than that of Director or employee and receive compensation, as determined by the Board of Directors, for services rendered in any other capacity.

Subject to the above, (i) the Chairman of the Board shall receive a fee of \$7,500 per quarter, and each other Director shall receive a fee of \$5,000 per quarter, for services as a Director, (ii) the Chairman of the Executive Committee shall receive an additional fee of \$4,000 per quarter and any other member of the Executive Committee shall receive an additional fee of \$1,000 per quarter, (iii) any Director who is chairman of any other committee elected or appointed by the Board shall receive an additional fee of \$1,000 per quarter, and (iv) 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 Director who is not a salaried officer or employee of the Company shall be entitled to receive stock option awards as provided for under the Equifax Inc. Non-Employee Director Stock Option Plan, or any successor plan or plans.

ARTICLE THREE Elections of Officers and Committees

Section 3.1 Election of Officers. 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.

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Section 3.2 Executive Committee. The Board of Directors may elect from their members an Executive Committee which shall include the Chairman of the Board, 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 for one year and until his or her successor shall have been elected, unless that term is 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 is 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.

Except as prohibited by the Code, during the interval between the meetings 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.

Section 3.3 Other Committees. 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 except as prohibited by the Code, and may prescribe the exercise thereof as it may deem proper.

ARTICLE FOUR Officers

Section 4.1 Officers. The officers of the Company, unless otherwise provided by the Board from time to time, shall consist of the following: a Chairman of the Board, 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 Vice Chairman of the Board. The Board of Directors, or any officer to whom the Board may delegate such authority, may also appoint

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such other officers as it or they may see fit, and may prescribe their respective duties. All officers, however elected or appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed, with or without cause, by the appointing officer or any officer senior to the appointing officer. Any two or more of the offices may be filled by the same person.

Section 4.2 Compensation of Officers. 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 or by the Board of Directors.

Section 4.3 Chairman of the Board. The Chairman of the Board of Directors shall serve as Chief Executive Officer of the Company if so designated by the Board of Directors. The Chairman of the Board shall preside at all meetings of the Shareholders, the Board of Directors, and the Executive Committee. Except where by law the signature of the Chief Executive Officer or President is required, the Chairman of the Board shall have the same power as the Chief Executive Officer or President to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. The Chairman of the Board shall have such other powers and duties as from time to time may be assigned by the Board of Directors.

Section 4.4 Vice Chairman of the Board. If the Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, then, 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. The Vice Chairman 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.

Section 4.5 Chief Executive Officer. The Chief Executive Officer shall direct the business and policies of the Company and shall have such other powers and duties as from time to time may be assigned by the Board of Directors.

Section 4.6 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. The

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President 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. In general, the President 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 by the Board or Chairman or Vice Chairman of the Board.

Section 4.7 Executive Vice Presidents. Each shall have authority, on behalf of the Company, 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.

Section 4.8 Vice Presidents. There shall be one or more Vice Presidents of the 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 by or under the authority of the Board of Directors.

Section 4.9 Treasurer. The Treasurer shall be responsible for the custody of all funds and securities belonging to the Company and for the receipt, deposit or disbursement of funds and securities under the direction of the Board of Directors. The Treasurer shall cause to be maintained full and true accounts of all receipts and disbursements and shall make reports of the same to the Board of Directors, the Chief Executive Officer, and the President upon request. The Treasurer shall perform all duties as may be assigned from time to time by the Board of Directors.

Section 4.10 Secretary. The Secretary shall be responsible for preparing minutes of the acts and proceedings of all meetings of the Shareholders and of the Board of Directors and any committees thereof. The Secretary shall have authority to give all notices required by law or these Bylaws, and shall be responsible for the custody of the corporate books, records, contracts and other documents. The Secretary may affix the corporate seal to any lawfully executed documents and shall sign any instruments as may require the Secretary's signature. The Secretary shall authenticate records of the Company and shall perform whatever additional duties and have whatever additional powers the Board of Directors may from time to time assign. In the absence or disability of the Secretary or at the direction of the Chief Executive Officer, any Assistant Secretary may perform the duties and exercise the powers of the Secretary.

Section 4.11 Voting of Stock. 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 the Company shall have full power and authority in behalf of the Company to attend and to act and to vote at any meetings of shareholders of any

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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.

ARTICLE FIVE Indemnification

Section 5.1 Definitions. As used in this Article, the term:

- (a) "Company" includes any domestic or foreign predecessor entity of the Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- (b) "Director" or "Officer" means an individual who is or was a member of the Board of Directors or an officer elected by the Board of Directors, respectively, or who, while a Director or Officer, is or was serving at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or Officer is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on,

or otherwise involve services by, the Director or Officer to the plan or to participants in or beneficiaries of the plan. "Director" or "Officer" includes, unless the context otherwise requires, the estate or personal representative of a Director or Officer.

- (c) "Disinterested Director" or "Disinterested Officer" means a Director or Officer, respectively who at the time of an evaluation referred to in subsection 5.5(b) is not:
 - (1) A Party to the Proceeding; or
 - (2) An individual having a familial, financial, professional, or employment relationship with the person whose advance for Expenses is the subject of the decision being made with respect to the Proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's or Officer's judgment when voting on the decision being made.
- (d) "Expenses" includes counsel fees.

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- (e) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.
- (g) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.
- (h) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitratative or investigative and whether formal or informal.
- (i) "Reviewing Party" shall mean the person or persons making the determination as to reasonableness of Expenses pursuant to Section 5.5 of this Article, and shall not include a court making any determination under this Article or otherwise.

Section 5.2 Basic Indemnification Arrangement.

- (a) The Company shall indemnify an individual who is a Party to a Proceeding because he or she is or was a Director or Officer against Liability incurred in the Proceeding; provided, however, that the Company shall not indemnify a Director or Officer under this Article for any Liability incurred in a Proceeding in which the Director or Officer is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company:
 - (1) For any appropriation, in violation of his or her duties, of any business opportunity of the Company;
 - (2) For acts or omissions which involve intentional misconduct or a knowing violation of law;
 - (3) For the types of liability set forth in Section 14-2-832 of the Code; or
 - (4) For any transaction from which he or she received an improper personal benefit.
- (b) If any person is entitled under any provision of this Article to indemnification by the Company for some portion of Liability incurred, but not the total amount thereof, the Company shall indemnify such person for the portion of such Liability to which such person is entitled.

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Section 5.3 Advances for Expenses.

- (a) The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by a Director or Officer who is a Party to a Proceeding because he or she is a Director or Officer if he or she delivers to the Company:
 - (1) A written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind

described in subsection 5.2(a) above; and

- (2) His or her written undertaking (meeting the qualifications set forth below in subsection 5.3(b)) to repay any funds advanced if it is ultimately determined that he or she is not entitled to indemnification under this Article or the Code.

- (b) The undertaking required by subsection 5.3(a)(2) above must be an unlimited general obligation of the proposed indemnitee but need not be secured and shall be accepted without reference to the financial ability of the proposed indemnitee to make repayment. If a Director or Officer seeks to enforce his or her rights to indemnification in a court pursuant to Section 5.4 below, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that he or she is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

Section 5.4 Court-Ordered Indemnification and Advances for Expenses. A Director or Officer who is a Party to a Proceeding shall have the rights to court-ordered indemnification and advances for expenses as provided in the Code.

Section 5.5 Determination of Reasonableness of Expenses.

- (a) The Company acknowledges that indemnification of a Director or Officer under Section 5.2 has been pre-authorized by the Company as permitted by Section 14-2-859(a) of the Code, and that pursuant to Section 14-2-856 of the Code, no determination need be made for a specific Proceeding that indemnification of the Director or Officer is permissible in the circumstances because he or she has met a particular standard of conduct. Nevertheless, except as set forth in subsection 5.5(b) below, evaluation as to reasonableness of Expenses of a Director or Officer for a specific Proceeding shall be made as follows:

- (1) If there are two or more Disinterested Directors, by the Board of Directors of the Company by a majority vote of all Disinterested

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Directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote; or

- (2) If there are fewer than two Disinterested Directors, by the Board of Directors (in which determination Directors who do not qualify as Disinterested Directors may participate); or
- (3) By the Shareholders, but shares owned by or voted under the control of a Director or Officer who at the time does not qualify as a Disinterested Director or Disinterested Officer may not be voted on the determination.

- (b) Notwithstanding the requirement under subsection 5.5(a) that the Reviewing Party evaluate the reasonableness of Expenses claimed by the proposed indemnitee, any Expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by subsection 5.5(a) within sixty (60) days following the proposed indemnitee's written request for indemnification or advance for Expenses.

Section 5.6 Indemnification of Employees and Agents. The Company may indemnify and advance Expenses under this Article to an employee or agent of the Company who is not a Director or Officer to the same extent and subject to the same conditions that a Georgia corporation could, without shareholder approval under Section 14-2-856 of the Code, indemnify and advance Expenses to a Director, or to any lesser extent (or greater extent if permitted by law) determined by the Chief Executive Officer, in each case consistent with public policy.

Section 5.7 Liability Insurance. The Company may purchase and maintain insurance on behalf of an individual who is a Director, Officer, employee or agent of the Company or who, while a Director, Officer, employee or agent of the Company, serves at the Company's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity against Liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, Officer, employee, or agent, whether or not the corporation would have power to indemnify or advance Expenses to him or her against the same Liability under this Article or the Code.

Section 5.8 Witness Fees. Nothing in this Article shall limit the Company's power to pay or reimburse Expenses incurred by a person in connection with his

or her appearance as a witness in a Proceeding at a time when he or she is not a Party.

Section 5.9 Report to Shareholders. To the extent and in the manner required by the Code from time to time, if the Company indemnifies or advances Expenses to a Director or

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Officer in connection with a Proceeding by or in the right of the Company, the Company shall report the indemnification or advance to the Shareholders.

Section 5.10 No Duplication of Payments. The Company shall not be liable under this Article to make any payment to a person hereunder to the extent such person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder.

Section 5.11 Subrogation. In the event of payment under this Article, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 5.12 Contract Rights. The right to indemnification and advancement of Expenses conferred hereunder to Directors and Officers shall be a contract right and shall not be affected adversely to any Director or Officer by any amendment of these Bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these Bylaws.

Section 5.13 Amendments. It is the intent of the Company to indemnify and advance Expenses to its Directors and Officers to the full extent permitted by the Code, as amended from time to time. To the extent that the Code is hereafter amended to permit a Georgia business corporation to provide to its directors greater rights to indemnification or advancement of Expenses than those specifically set forth hereinabove, this Article shall be deemed amended to require such greater indemnification or more liberal advancement of Expenses to the Company's Directors and Officers, in each case consistent with the Code as so amended from time to time. No amendment, modification or rescission of this Article, or any provision hereof, the effect of which would diminish the rights to indemnification or advancement of Expenses as set forth herein shall be effective as to any person with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

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ARTICLE SIX Capital Stock

Section 6.1 Direct Registration of Shares. The Company may, with the Board of Directors' approval, participate in a direct registration system approved by the Securities and Exchange Commission and by the New York Stock Exchange or any securities exchange on which the stock of the Company may from time to time be traded, whereby shares of capital stock of the Company may be registered in the holder's name in uncertificated, book-entry form on the books of the Company.

Section 6.2 Certificates for Shares. Except for shares represented in book-entry form under a direct registration system contemplated in Section 6.1, the interest of each Shareholder in the Company shall be evidenced by a certificate or certificates representing shares of the Company which shall be in such form as the Board of Directors from time to time may adopt. Share certificates shall be numbered consecutively, shall be in registered form, shall indicate the date of issuance, the name of the Company and that it is organized under the laws of the State of Georgia, the name of the Shareholder, and the number and class of shares and the designation of the series, if any, represented by the certificate. Each certificate shall be signed by the Chairman of the Board, the President or other Chief Executive Officer or a Vice President and also by the Secretary or may be signed with the facsimile signatures of the Chairman of the Board, the President or other Chief Executive Officer or a Vice President and of the Secretary, and in all cases a stock certificate must also be signed by the transfer agent for the stock. The corporate seal need not be affixed.

Section 6.3 Transfer of Shares. 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. Transfers of shares shall be made upon the transfer books of the Company, kept at the office of the transfer agent designated to transfer the shares, only upon direction of the registered owner, or by an attorney lawfully constituted in writing. With respect to certificated shares, before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate alleged to have been lost, stolen, or destroyed, the requirements of Section 6.5 of these Bylaws

shall have been met. 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.

Section 6.4 Duty of Company to Register Transfer. Notwithstanding any of the provisions of Section 6.3 of these Bylaws, the Company is under a duty to register the transfer of its shares only if:

(a) the certificate or transfer instruction is endorsed by the appropriate person or persons; and

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(b) reasonable assurance is given that the endorsement or affidavit is genuine and effective; and

(c) the Company either has no duty to inquire into adverse claims or has discharged that duty; and

(d) the requirements of any applicable law relating to the collection of taxes have been met; and

(e) the transfer in fact is rightful or is to a bona fide purchaser.

Section 6.5 Lost, Stolen or Destroyed Certificates. Any person claiming a share certificate to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in the manner required by the Company and, if the Company requires, shall give the Company a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Company, as the Company may require, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Section 6.6 Authorization to Issue Shares and Regulations Regarding Transfer and Registration. The Board of Directors and the Executive Committee shall have power and authority to issue shares of capital stock of the Company and to make all such rules and regulations as, respectively, they may deem expedient concerning the transfer and registration of shares of the capital stock of the Company.

ARTICLE SEVEN Distributions and Dividends

Section 7.1 Authorization or Declaration. Unless the Articles of Incorporation provide otherwise, the Board of Directors from time to time in its discretion may authorize or declare distributions or share dividends in accordance with the Code.

Section 7.2 Record Date with Regard to Distributions and Share Dividends. For the purpose of determining Shareholders entitled to a distribution (other than one involving a purchase, redemption, or other reacquisition of the Company's shares) or a share dividend, the Board of Directors may fix a date as the record date. If no record date is fixed by the Board of Directors, the record date shall be determined in accordance with the provisions of the Code.

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ARTICLE EIGHT Miscellaneous

Section 8.1 Corporate Seal. If the Board of Directors determines that there should be a corporate seal for the Company, it shall be in the form as the Board of Directors may from time to time determine.

Section 8.2 Inspection of Books and Records. The Board of Directors shall have power to determine which accounts, books and records of the Company shall be opened to the inspection of Shareholders, except those as may by law specifically be made open to inspection, and shall have power to fix reasonable rules and regulations not in conflict with the applicable law for the inspection of accounts, books and records which by law or by determination of the Board of Directors shall be open to inspection. Without the prior approval of the Board of Directors in its discretion, the right of inspection set forth in Section 14-2-1602(c) of the Code shall not be available to any Shareholder owning two percent or less of the shares outstanding.

Section 8.3 Conflict with Articles of Incorporation or Code. To the extent that any provision of these Bylaws conflicts with any provision of the Articles of Incorporation, such provision of the Articles of Incorporation shall govern. To the extent that any provision of these Bylaws conflicts with any non-discretionary provision of the Code, such provision of the Code shall govern.

Section 8.4 Severability. In the event that any of the provisions of these Bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or

otherwise unenforceable, the remaining provisions of these Bylaws shall remain enforceable to the fullest extent permitted by law.

ARTICLE NINE
Amendments

Section 9.1 Amendments. Subject, in each case, to the Articles of Incorporation:

(a) the Board of Directors shall have power to alter, amend or repeal these Bylaws or adopt new Bylaws; and

(b) any Bylaws adopted by the Board of Directors may be altered, amended or repealed, and new Bylaws may be adopted, by the Shareholders, as provided by the Code; and

(c) Articles Ten and Eleven of these Bylaws shall be amended only in the manner provided by relevant provisions of the Code.

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ARTICLE TEN
Fair Price Requirements

Section 10.1 Fair Price Requirements. All of the requirements of Article 11, Part 2, of the Code, included in Sections 14-2-1110 through 1113 (and any successor provisions thereto), shall be applicable to the Company in connection with any business combination, as defined therein, with any interested shareholder, as defined therein.

ARTICLE ELEVEN
Business Combinations

Section 11.1 Business Combinations. All of the requirements of Article 11, Part 3, of the Code, included in Sections 14-2-1131 through 1133 (and any successor provisions thereto), shall be applicable to the Company in connection with any business combination, as defined therein, with any interested shareholder, as defined therein.

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EQUIFAX INC.EQUIFAX INC.
INCENTIVE COMPENSATION PLAN (ICP)

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 Corporate 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.

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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 ICP are those salaried employees that do not participate in any other incentive plan.

Participants (salary levels 65 - 75 and the Executive levels) must be in the Plan for at least 3 months to be eligible for incentive at the end of the Incentive Year. Salary levels 64 - 55 must have completed 3 years of service prior to the end of the Incentive Year.

Eligibility is also extended to employees in this 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.

Participant 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 60 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.

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V. DETERMINATION OF AWARDS

For each fiscal year the Committee will establish 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 month 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

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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 as soon as possible 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 1996 plan year.

X. AMENDMENTS

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

EXHIBIT 10.4

The Company currently has change in control agreements in effect with the following officers: D. W. McGlaughlin, Thomas F. Chapman and Derek V. Smith. These agreements are substantially identical in all material respects except as to the parties thereto, dates of execution and other details, which are not material. A copy of such agreement in effect for the above named individuals is filed as an exhibit to Form 10-K, filed April 1, 1996, as amended on Form 10-K/A filed April 4, 1996, and hereby incorporated by reference.

The Company currently has change in control agreements in effect with the following officers: Bruce S. Richards, David A. Post, Marietta Edmunds Zakas and John T. Chandler. These agreements are substantially identical in all material respects except as to the parties thereto, dates of execution and other details, which are not material. A copy of such agreement in effect for the above named individuals is filed herewith.

Date

Dear _____:

Equifax Inc. (the "Company") considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders. In this connection, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a change in control may exist and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment to the Company and its shareholders. Accordingly, the Executive Committee of the Board of Directors of the Company (the "Committee") has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including yourself, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company.

In order to induce you to remain in the employ of the Company, this Letter Agreement sets forth the severance benefits which the Company agrees will be provided to you (in lieu of any severance pay you would otherwise receive in accord with the Company's general practices) in the event your employment with the Company is terminated subsequent to a "change in control of the Company" (as defined in Section 3 hereof) under the circumstances described below.

1. Company's Right to Terminate. Upon a change in control of the Company (as

defined in Section 3 hereof) the Company may terminate your employment at any time subject to providing the benefits hereinafter specified in accordance with the terms hereof.

2. Term of Agreement. This Agreement shall commence on the date hereof and

shall continue in effect until December 31, 2001, provided, however, that commencing on January 1, 1998 and each January 1 thereafter, the term of this Agreement shall automatically be extended for one additional year unless at least 60 days prior to such January 1 date, the Company shall have given notice that it does not wish to extend this Agreement; and provided, further, that this Agreement shall continue in effect beyond the term provided herein if a change in control of the Company as defined in Section 3 hereof shall have occurred during such term.

- -----
Date

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3. Change In Control. No benefits shall be payable hereunder unless there

shall have been a change in control of the Company, as set forth below, and your employment by the Company, shall thereafter have been terminated in accordance with Section 4 below. 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.

4. Termination Following Change in Control. If any of the events described in

Section 3 hereof constituting a change in control of the Company shall have occurred, you shall be entitled to the benefits provided in Section 5 hereof upon the subsequent termination of your employment within five (5) years from the date of such change in control, unless such termination is (a) because of your death, (b) by the Company for Cause or Disability or (c) by you other than

for Good Reason.

(i) Death During Employment. If you die during the term of your

employment, this Agreement shall terminate at the end of the month in which your death occurs.

(ii) Disability. If you have a Disability, you shall be entitled to the

benefits described in Section 5(i) hereof. Termination by the Company of your employment based on "Disability" shall mean termination because of your absence from your duties with the Company on a full-time basis for 180 consecutive calendar days, as a result of your incapacity due to physical or mental illness, unless within thirty (30) days after Notice of Termination (as hereinafter defined) is given following such absence you shall have returned to the full-time performance of your duties.

(iii) Cause. If you terminate due to Cause, you shall be entitled to the

benefits described in Section 5(ii) hereof. Termination by the Company of your employment for "Cause" shall mean termination upon (A) the willful and continued failure by you to substantially perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental illness), after a demand for substantial performance is delivered to you by the Chief Executive Officer of the Company which specifically identifies the manner in which such Chief Executive Officer believes that you have not substantially performed your duties, or (B) the willful engaging by you in misconduct which is materially injurious to the Company, monetarily or otherwise. For purposes of this paragraph, no act, or failure to act, on your part shall be considered "willful" unless done, or omitted to be done, by you not in good faith and without reasonable belief that your action or omission

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Date
Page 3

was in the best interest of the Company. Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to you a copy of a Notice of Termination from the Chief Executive Officer of the Company after reasonable notice to you and an opportunity for you, together with your counsel, to be heard before (i) the Chief Executive Officer, or (ii) if you are an elected officer of the Company, the Board of Directors of the Company, finding that in the good faith opinion of such Chief Executive Officer, or, in the case of an elected officer, finding that in the good faith opinion of two-thirds of the Board of Directors that you were guilty of conduct set forth above in Clauses (A) or (B) of this sub-paragraph, and specifying the particulars thereof in detail.

(iv) Good Reason. If you terminate due to Good Reason, you shall be

entitled to the benefits described in Section 5(iii) hereof. Termination by you of your employment for "Good Reason" shall mean termination based on:

(A) The assignment to you of any duties inconsistent with your positions, duties, responsibilities and status with the Company immediately prior to a change in control, or a change in your reporting responsibilities, titles or offices as in effect immediately prior to a change in control, or any removal of you from or any failure to re-elect you to any of such positions, except in connection with the termination of your employment for Cause or Disability or as a result of your death or by you other than for Good Reason;

(B) A reduction by the Company in your base salary as in effect on the date hereof or as the same may be increased from time-to-time;

(C) A failure by the Company to continue the Company's incentive compensation plan(s) as the same may be modified from time-to-time but substantially in the form currently in effect immediately prior to a change in control of the Company (the "Plan"), or a failure by the Company to continue you as a participant in the Plan on at least the present basis or to pay you the amounts which you would be entitled to receive based on the Company's performance in accordance with the Plan;

(D) The Company's requiring you to be based anywhere other than the location where you are based immediately prior to a change in control of the Company except for required travel on the Company's business to an extent substantially consistent with your present business travel obligations, or in the event you consent to any such relocation, the failure by the Company to pay (or reimburse you for)

all reasonable moving expenses incurred by you

Date
Page 4

or to indemnify you against any loss realized in the sale of your principal residence in connection with any such relocation;

(E) The failure by the Company to continue in effect any benefit, retirement or compensation plan, performance share plan, stock option plan, life insurance plan, health and accident plan, disability plan or another benefit plan in which you are participating at the time of a change in control of the Company (or plans providing you with substantially similar benefits), the taking of any action by the Company which would adversely affect your participation or materially reduce your benefits under any of such plans or deprive you of any material fringe benefit enjoyed by you at the time of the change in control, or the failure by the Company to provide you with the number of paid vacation days to which you are then entitled in accordance with the Company's normal vacation practices in effect on the date hereof;

(F) The failure by the Company to obtain the assumption of the agreement to perform this Agreement by any successor, as contemplated in Section 6 hereof; or

(G) Any purported termination of your employment which is not effected pursuant to a Notice of Termination satisfying the requirements of paragraph (v) below (and, if applicable, Paragraph (iii) above); and for purposes of this Agreement, no such purported termination shall be effective.

(v) Notice of Termination. Any purported termination by the Company

pursuant to Paragraphs (ii) or (iii) above or by you pursuant to Paragraph (iv) above shall be communication by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provisions so indicated.

(vi) Date of Termination. "Date of Termination" shall mean (A) if your

employment is terminated by your death, the end of the month in which your death occurs, (B) if your employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that you shall not have returned to the performance of your duties on a full-time basis during such thirty (30) day period), (C) if your employment is terminated pursuant to Paragraph (iii) above, the date specified in the Notice of Termination, and (D) if your employment is terminated for any other reason, the date on which a Notice of Termination is given; provided in all events that if within thirty (30)

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days after any Notice of Termination is given, the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding and final arbitration award if agreed upon by you and the Company, or by a final judgment, order or decree of a court of competent jurisdiction, the time for appeal therefrom having expired and no appeal having been perfected.

5. Compensation Upon Termination or During Disability.

(i) During any period that you fail to perform your duties hereunder as a result of incapacity due to physical or mental illness, you shall continue to receive your full base salary at the rate then in effect and any bonus payments under the Plan paid during such period until this Agreement is terminated pursuant to Paragraph 4(ii) hereof. Thereafter, your benefits shall be determined in accordance with the Company's long-term disability plan then in effect.

(ii) If your employment shall be terminated for Cause, the Company shall pay you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given. The Company shall have no further obligation to you under this Agreement and all supplemental benefits shall be terminated. (This Agreement has no effect upon the

retirement benefits to which you are or will be entitled under the Company's Retirement Plan and other tax qualified employee benefit plans, as amended from time-to-time).

(iii) If your employment by the Company shall be terminated (A) by the Company other than for Cause or Disability or (B) if you terminate your employment for Good Reason, then you shall be entitled to the benefits provided below:

(A) The Company shall pay you your full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given and the amount, if any, with respect to any year then ended which pursuant to the Plan would have accrued to you on the basis of the Company's performance but which has not yet been paid to you;

(B) Subject to Section 5(vi) hereof, in lieu of any further salary payments to you for periods subsequent to the Date of Termination, the Company shall pay as severance pay to you on the fifth day following the Date of Termination a lump sum equal to the product of (i) the sum of (A) your annual base salary at the highest rate in effect during the twelve (12) months immediately preceding the

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Date of Termination plus (B) the average of the three highest annual bonus payments made to you or earned, but unpaid, bonus payments accrued for your account under the Executive Incentive Plan, or other annual cash incentive plan in lieu thereof, with respect to the preceding five years, multiplied by (ii) the number three (3);

(C) In addition to the retirement benefits to which you are or would be entitled under the Equifax Inc. U.S. Retirement Income Plan, as amended from time-to-time, (the "Retirement Plan"), the Company shall pay a retirement benefit hereunder, which benefit (except as provided below) shall be payable in the form and at the times provided in the Retirement Plan. Said benefits under this paragraph shall be calculated as provided for in the Retirement Plan with the following exceptions: (1) regardless of your Years of Vesting Service under the Retirement Plan, you will be treated as if you were 100% vested under the Retirement Plan, (2) the number of Years of Benefit Service used will be the actual number of Years of Benefit Service accumulated as of the date of termination plus an additional number of Years of Benefit Service (up to a maximum of five (5) additional years) equal to the number of additional Years of Benefit Service that you would have earned if you had remained an employee of Equifax until attainment of age sixty-two (62), (3) the Final Average Earnings (for purposes of applying the benefit formula under the Retirement Plan) shall be determined using (A) the highest monthly rate of Base Salary in effect during the twelve (12) months immediately preceding the Date of Termination) plus (B) the average of the three highest annual bonus payments made to you or earned, but unpaid bonus payments accrued for your benefit with respect to the preceding five years (whether paid currently or deferred) divided by twelve (regardless of the earnings limitations under the Retirement Plan or regulations controlling such plans) provided, however, that the retirement benefit payable hereunder shall be reduced by an amount equal to the retirement benefit payable to you by the Retirement Plan. All capitalized terms used herein, unless otherwise defined, shall have the same meanings as such terms are defined in the Retirement Plan.

(iv) Unless you are terminated for Cause, the Company shall maintain in full force and effect, for your continued benefit for five (5) years all employee benefit plans and programs or arrangements in which you are entitled to participate immediately prior to the Date of Termination, provided that your continued participation is possible under the general terms and provisions of such plans and programs. In the event that your continued participation in any such plan or program is barred, the Company shall arrange to provide you with benefits substantially similar to those which you were entitled to receive under

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Date
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such plans and programs.

(v) You shall not be required to mitigate the amount of any payment provided for in this Section 5 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 5 be reduced by any compensation earned by you as the result of employment by another employer after the Date of Termination, or otherwise.

(vi) Notwithstanding any other provision of this Agreement, the amount of all payments to be made hereunder upon termination after a change of control shall not exceed one dollar (\$1.00) less than that amount which would cause any such payment to be deemed a "parachute payment" as defined in Section 280G of the Internal Revenue Code of 1954, as amended, and as said statute is then in effect at the time of such payment. The foregoing limitation shall apply only to sums paid pursuant to the terms of this Agreement and shall not apply to any other sums or benefits to which you are or will be entitled under other Company benefit, retirement or compensation plans, including, but not limited to, the Company's performance share plan, stock option plan, life insurance plan, disability plan or health and accident plan.

6. Successors: Binding Agreement.

(i) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance, reasonably satisfactory to you, expressly assume and agree to perform this Agreement. Failure of the Company to obtain such agreement prior to the effectiveness of any succession shall be a breach of this Agreement and shall entitle you to compensation from the Company in the same amount and on the same terms as you would be entitled hereunder if you terminated your employment for Good Reason, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore named and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Paragraph 6 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(ii) This Agreement shall inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If you should die subsequent to the termination of your employment while any amount would still be payable to you hereunder if you had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement

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to your devisee, legatee or other designee or, if there be no such designee, to your estate; such payment to be made in a lump sum within sixty (60) days from the date of your death.

7. Notice. For the purposes of this Agreement, notices and all other

communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States Registered Mail, Return Receipt Requested, Postage Pre-Paid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Chief Executive Officer of the Company, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

8. Miscellaneous. No provision of this Agreement may be modified, waived or

discharged unless such waiver, modification or discharge is agreed to in writing signed by you and such officer as may be specifically designated by the Board of Directors of the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Georgia.

9. Severability. In the event that any one or more of the provisions of this

Agreement or any word, phrase, clause, sentence or other portion thereof shall be deemed to be illegal or unenforceable for any reason, such provision or portion thereof shall be modified or deleted in such a manner as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws. The validity and enforceability of the remaining provisions or portions thereof shall remain in full force and effect.

10. Counterparts. This Agreement may be executed in two or more counterparts,

each of which shall take effect as an original and all of which shall evidence one and the same Agreement.

11. Legal Fees. In the event the Company breaches this Agreement or in the

event (A) you are terminated by the Company other than for Cause or Disability or (B) you terminate your employment for Good Reason, the Company shall reimburse you for all legal fees and expenses reasonably incurred by you as a result of such termination (including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement).
- -----

Date
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If this letter correctly sets forth our agreement on the subject matter hereof, kindly sign and return to me the enclosed copy of this letter which will then constitute the Agreement between the Company and you on this subject.

Sincerely,

Equifax Inc.

By: _____
D. W. McGlaughlin
President & Chief Executive
Officer

Agreed to this ____ day of _____, 19__

June 22, 1989

Dr. Daniel W. McGlaughlin
56 Sutherland Drive
Atherton, CA 94025

Dear Dan:

As contemplated in my letter to you of May 25, 1989, I would like to use this letter to finalize our employment agreement. Since this letter refers to a Change in Control Agreement, I am enclosing a copy of such an agreement, for your convenience. The terms of your employment are set forth below.

1. Duties. While this Agreement is in effect, you agree to devote your full

professional and business-related time, skills and best efforts to the business of Equifax ("the Company") in a senior executive capacity initially assuming responsibility for the newly established Information Technology Sector as President and including serving as a Senior Vice President of the Company. In addition, you agree to serve in a like manner, such other executive duties which may be assigned to you from time to time by the Board of Directors or the Executive Committee of the Company.

2. Term of Employment.

2.1. Your employment under this Agreement shall commence on August 1, 1989 and shall continue until December 31, 1992, or until you or the Company gives written notice that employment hereunder shall cease.

2.2 If the Company unilaterally terminates your employment prior to December 31, 1992, other than for Cause or Disability, (as defined in the Change in Control Agreement), the Company shall nevertheless pay you twenty-four months salary following such termination date, at the applicable Annual Base Salary and Annual Incentive Compensation, as defined in Section 3 below, which you would have received, had you during that period, been employed hereunder.

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2.3 You and the Company shall, for the time period of July 1, 1991 to July 31, 1991, have the opportunity to evaluate the suitability of your employment with the Company. Should you give written notice to the President of the Company during this period that your employment shall cease at this time, the Company will pay you one-fourth of your Annual Base Salary, plus incentive pay of ten percent of this amount as full severance.

3. Compensation. For all the services rendered by you under this Agreement,

the Company shall pay you an Annual Base salary of not less than One Hundred Seventy-Five Thousand Dollars (\$175,000) per annum (or fraction thereof for portions of a year). The Annual Base salary shall be paid in a manner consistent with the payroll policies of the Company. For the calendar year 1989, the Company shall pay you, before March 31, 1990, incentive pay, through the Executive Incentive Plan, of no less than one-half of your base salary for the period August 1, 1989 through December 31, 1989. For each of the calendar years, 1990 and 1991, the Company shall pay you, no later than March 31 of the following year, Annual Incentive Compensation, through the Executive Incentive Plan, of no less than one-half of the your Annual Base Salary for such applicable year. For the calendar year 1992, the Company shall pay you such Annual Incentive Compensation as the Management Compensation Committee of the Board of Directors of the Company in its discretion shall approve, pursuant to the Company's Executive Incentive Plan.

4. Stock Options and Performance Share Units. The Company and you recognize

that the Management Compensation Committee of the Board of Directors of the Company is charged with granting stock options and Performance Share Units under the Company's plans. However, upon the commencement of your employment hereunder, the President of the Company, shall recommend that you become entitled to receive the options and share units respecting the authorized and unissued shares of the Company's \$2.50 par value common capital stock (the "Shares") as follows:

4.1 Options to purchase 15,000 Shares, utilizing the Company's 1986 Stock Option Plan maximizing Incentive Stock Options, as appropriate, to the extent the Management Compensation Committee of the Board of Directors of the Company, in good faith, determines such utilization to be in the best interest of the Company and legally permissible, and otherwise as non-qualified stock options; plus

4.2 10,000 share units, under the Company's 1988 Performance Share Plan, using as the measurement period, calendar years 1990, 1991, and 1992.

5. Group and Executive Plans. You shall be entitled to all general employee -----
and executive benefits granted to all employees and to senior executives of the Company, including, without limitation, participation in the Company's Thrift Plan, qualified and non-qualified retirement plans, Major Medical Insurance Plan, and Group Term Insurance Plan, but only pursuant to the terms of such plans, as from time to time in effect and to the extent therein permitted. As soon as practical after your employment with the Company, you will

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be presented with a Change in Control Agreement, to be executed by you and the Company which is substantially similar to agreements signed by other senior executives. When executed, the Change in Control Agreement shall become an integral part of this Agreement. Additionally, should your employment with the Company continue to your age 65, you will be eligible to retire at no less benefit than a 25-year employee under the qualified retirement plan, or as provided via the Supplementary Executive Retirement Plan, whichever is the greater benefit.

6. Vacation. From August 1, 1989, through December 31, 1989, you shall be -----
entitled to three weeks vacation time. During each calendar year of your employment hereunder after December 31, 1989, you shall be entitled to four weeks of vacation time.

7. Consulting Services. You shall be entitled to financial counseling -----
services, substantially similar to other senior executives, including tax preparation services, for the term of your employment.

8. Expenses. For the three month period following your employment, or until -----
your Atlanta residence is occupied, whichever is the shorter period, the Company shall reimburse you for both your and your spouse's expenses reasonably incurred by your relocation including spouse's airline expense for up to three roundtrips from California to Atlanta for the purpose of seeking a suitable Atlanta residence. The Company's Merrill Lynch housing relocation program will be available to you.

9. Club Membership. The Company will pay the annual dues, including -----
initiation fees, for one social club of your choice, in the Atlanta, Georgia area.

10. Outside Activities. Notwithstanding Section 1 above, you may engage in -----
personal investment activities and civic endeavors during times as shall not cause interference in any material respect with the performance of your duties under this Agreement.

11. Miscellaneous. No supplement, modification, waiver or amendment to this -----
Agreement shall be binding unless signed by you and an authorized officer of the Company. No agreements or representations, oral or otherwise, expressed or implied, with respect to your employment have been made by either party which are not set forth herein. This Agreement shall be construed and enforced in accord with the laws of the State of Georgia.

12. Counterparts. This Agreement is executed in two counterparts, each of -----
which shall take effect as an original and both of which shall evidence one and the same Agreement.

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If this letter correctly sets forth our agreement on your employment, kindly sign and return to me one copy of this letter which will then constitute the agreement between the Company and you.

Sincerely,

Equifax Inc.

/s/ C. B. Rogers, Jr.

C. B. Rogers, Jr., President
(the "Company")

Agreed to this 2nd day of July, 1989.

/s/ Daniel W. McGlaughlin

Daniel W. McGlaughlin

July 1, 1991

Dr. Daniel W. McGlaughlin
3430 Tuxedo Road
Atlanta, GA 30305

Dear Dan:

In my June 22, 1989 letter to you, stating the terms of your contemplated employment with Equifax, I covered our agreement that for the time period of July 1, 1991 to July 31, 1991, both you and the Company would have the opportunity to evaluate the suitability of your continued employment.

We are agreed that continuation of your employment with Equifax is in your and the Company's best interests, however, you have expressed your desire to amend our agreement so as to provide additional benefits in the event you elect to retire from the Company prior to your age 65, or in the event you become disabled while employed by the Company.

In consideration of your continuing your employment with Equifax under the terms of our prior agreement, this letter will serve to amend Paragraph 5 of that agreement, so that it reads as follows:

5. Group and Executive Plans. You shall be entitled to all general

employee and executive benefits granted to all employees and to senior executives of the Company, including, without limitation, participation in the Company's Thrift Plan, qualified and non-qualified retirement plans, Major Medical Insurance Plan, and Group Term Insurance Plan, but only pursuant to the terms of such plans, as from time to time in effect and to the extent therein permitted. As soon as practical after your employment with the Company, you will be presented with a Change in Control Agreement, to be executed by you and the Company which is substantially similar to agreements signed by other senior executives. When executed, the Change in Control Agreement shall become an integral part of this Agreement. In addition, you shall be entitled to retirement and disability benefits as described below.

5.1 Retirement Benefits. Should you retire at age 60 or thereafter, your

annual retirement benefit will be paid according to the terms and conditions of the Supplemental Executive Retirement Plan and the qualified retirement plan, except that the total amount of the benefits payable under both plans shall be supplemented to the extent necessary to provide aggregate annual payments according to the following schedule:

Dr. Daniel W. McGlaughlin
July 1, 1991
Page 2

<TABLE>
<CAPTION>

Age at Retirement ----- <S>	Annual Retirement Benefit (including benefits payable under both plans) ----- <C>
60	24% of Final Average Earnings
61	27% of Final Average Earnings
62	30% of Final Average Earnings
63	35% of Final Average Earnings
64	45% of Final Average Earnings
65	60% of Final Average Earnings

</TABLE>

5.2 Disability. Should you incur a disability within the meaning of the

Company's long-term disability plan (whether or not you are covered by said plan), you will be entitled to receive disability benefits for the duration of said disability, until retirement, according to the following schedule:

<TABLE>
<CAPTION>

Age on Date	Amount of
-------------	-----------

Disability Is Incurred -----	Disability Benefit -----
<S> After age 55 but before age 63	<C> 30% of Final Average Earnings
Age 63	35% of Final Average Earnings
Age 64	45% of Final Average Earnings
Age 65	60% of Final Average Earnings

</TABLE>

Dr. Daniel W. McGlaughlin
July 1, 1991
Page 3

If you agree that this letter correctly sets forth the amendment to our agreement on your continued employment, please sign and return to me one copy of this letter which, together with our prior agreement, will evidence the agreement between the Company and you.

Sincerely,

Equifax Inc.

/s/ C. B. Rogers, Jr.

C. B. Rogers, Jr.
President and CEO

Agreed to this 22nd day of July, 1991.

/s/ Daniel W. McGlaughlin

D. W. McGlaughlin

January 31, 1997

Mr. Daniel J. Kohl
Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, GA 30309

Dear Dan:

As you and I have discussed, as a consequence of the Company's exit from the healthcare information industry, your position as Senior Vice President and Group Executive of Equifax Inc. will be eliminated effective January 31, 1997.

In light of this circumstance and in recognition of your dedicated service to the Company, the Company has agreed to provide you certain benefits, subject to the terms and conditions contained in this letter, upon termination of your employment with the Company. All payments described in this letter are subject to applicable federal and state withholding taxes. To confirm our understanding, the benefits you will receive are set forth below.

1. SEVERANCE PAY: In lieu of severance pay benefits totaling \$50,962 accorded you under the Company's Severance Pay Plan, the Company will:
 - (A) RESTRICTED STOCK GRANT: effective January 31, 1997, fully vest 12,000 shares of Equifax restricted stock, granted to you in July 1995 with a scheduled vesting date of December 31, 1998, and pay you a corresponding cash bonus, equal to 75% of the market value of the shares (based on the closing market price on the New York Stock Exchange on January 31, 1997). Assuming a closing price of \$32.00 per share, the value of that stock and related cash award equals \$672,000.
 - (B) PERFORMANCE SHARE PLAN AWARDS: waive fulfillment of the continuous employment condition required for eligibility to receive payments under the 1988 Performance Share Plan ("PSP"). In lieu of canceling your two outstanding Performance Share Awards covering the measurement periods 1995-97 and 1996-98, the Company will pay you in cash (based on the closing market price on the New York Stock Exchange on January 31, 1997) a lump sum amount pro-rated according to your length of employment during each award period. The 1995-1997 PSP Award payment will be based on achievement of a "maximum" performance level and the 1996-1998 PSP Award on a "target" performance level. There will be no proration for the 1994-96 award, which will be paid in accordance with the PSP Plan terms in February, 1997.
2. EXECUTIVE INCENTIVE PLAN (EIP): You will be eligible for your 1996 annual incentive in accordance with the terms of the Plan and the satisfaction of the various performance goals applicable to you. Our current projection of your EIP award is a cash bonus of approximately 146% of salary paid during 1996, equalling \$298,069.
3. STOCK OPTIONS: Outstanding and vested stock options held by you, as of January 31, 1997, cover 67,750 shares at various exercise prices. Based on a closing price of \$32.00 a share, these options alone represent a realizable gain to you of \$705,918. These options will be exercisable in accordance with the respective agreements of each option grant. Please be aware that all vested options will be exercisable through your last day of employment, except for those options granted January 31, 1996, which remain exercisable for one (1) year following termination of employment. Also, remember that the preferential tax treatment on all incentive stock options will expire 90 days following your termination of employment. In light of the significant severance benefits provided to you in the form of restricted stock vesting, performance share accelerated payments, and other benefits, no special stock option vesting will be recommended to the Compensation Committee.
4. FINANCIAL PLANNING AND TAX SERVICES: You will be eligible to continue to use Arthur Andersen LLP for your personal financial planning and tax preparation at the Company's expense through December 31, 1997, subject to the program maximum of \$15,000 per annum.
5. EXECUTIVE LOAN: Your executive loan of \$50,000, plus interest, from the Company will be due and payable on January 31, 1997. Reimbursement by the Company for interest due on that loan will be consistent with the Company's normal practice and will be pro-rated. This payment may be netted from the

proceeds of your Performance Share award, described in paragraph 1(b) above, if you desire.

6. OUTPLACEMENT ASSISTANCE: During your career transition, the Company will, if requested, provide you outplacement services through The Mulling Group. Those services will be available to you until such time as you accept employment elsewhere, but in no event later than December 31, 1997.
7. OTHER BENEFITS: You are eligible to continue to receive medical and dental benefits afforded under COBRA upon compliance with the applicable provisions of COBRA and those of the respective Company medical and dental plans. That information will be provided in your formal termination papers which will be provided to you during January.

In consideration of the payments and benefits described in this letter, which exceed those to which you are normally entitled under established Company plans, you covenant and agree, for the period January 31, 1997 through January 31, 1998, that you will not, directly or indirectly, compete with Equifax or any of its subsidiaries by carrying on a business substantially similar to the Business as defined below. For purposes of this letter, the term "compete" means with respect to the Business: (i) calling on, soliciting, taking away, accepting as a client or customer or attempting to call on, solicit, take away or accept as a client or customer any individual, partnership, corporation or association that was a client or customer of Equifax during the twelve (12) calendar month period preceding any such act; (ii) soliciting, taking away or attempting to solicit or take away any employee of the Business; or (iii) for the period of this Agreement, entering into or attempting to enter into any business substantially similar to the Business, either alone or with any individual, partnership, corporation or association.

For purposes of this letter, the words "directly or indirectly" as they modify the word "compete" means (i) acting as an agent, representative, consultant, officer, director, independent contractor, or employee of any entity or enterprise which is competing with the Business; (ii) participating in any such competing entity or enterprise as an owner, partner, limited partner, joint venturer, creditor or stockholder (except as a stockholder holding less than one percent (1%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market); and (iii) communicating to any such competing entity or enterprise the names and addresses or any other information concerning any past, present, or identified prospective client or customer of Equifax.

For the purposes of this letter, the term "Business" means the credit reporting, collection service, mortgage loan reporting, check guarantee and verification, credit and debit card authorization and processing, credit card marketing enhancement, software products for managing credit card operations, 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 in those geographic areas where Equifax currently conducts these operations.

In addition to your agreement not to compete, you acknowledge, affirm and agree to abide by the provisions contained in that Confidentiality and Assignment Agreement executed by you and delivered to the Company on November 15, 1993.

Further, you agree to make no adverse comments about the Company or its employees to the media or to any other party. Equifax will similarly make no adverse comments to the media or third parties concerning your service or performance of duties for the Company.

By signing below, you acknowledge that the payments and benefits provided you under this letter by the Company (including, but not limited to benefits described in paragraphs 1(a) and (b) above) are in excess of those benefits to which you would otherwise be entitled upon your termination of employment.

Accordingly, this agreement, including all payments to be made under this letter, will become binding upon the parties upon your return of an executed General Release in the form attached hereto by February 19, 1997, and the date that General Release becomes effective in accordance with its terms.

If this letter reflects your understanding of our agreement, please execute and return the enclosed copy of this letter.

Sincerely,

Daniel W. McGlaughlin

Agreed to and accepted this _____ day of January, 1997.

October 30, 1996

Mr. D. U. Hallman
Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, GA 30309

Dear Don:

As you and I have discussed, as a consequence of a reorganization of the Company, your position as Chief Financial Officer of Equifax Inc. will be restructured and the new position will be filled by another person, effective November 1, 1996. We will begin the transition process immediately, and I know I can count on your support to accomplish this as smoothly as possible. In our discussions you have indicated that you understand that the Company had originally intended that your services would terminate November 1 but you have asked that your employment be continued as a Senior Vice President for a period of time in order to increase your benefits provided by the Company. This will also accommodate an appropriate transition.

In recognition of these restructuring circumstances and your many years of service to the Company, I will recommend that the Management Compensation Committee approve certain actions for your benefit, at their meeting on October 31, 1996. The following is a recap of the severance and other benefits to which you will be entitled, including certain enhancements to those benefits, so that we both may be clear about them. The benefits described below are based upon a retirement date of January 31, 1997, and are conditioned upon your remaining an employee in good standing until that date, and are subject to the provisions of the plans in question.

1. Supplemental Executive Retirement Plan: Although you would not have attained age 55 at the initially proposed termination date of November 1, you will have attained that age prior to the delayed termination date of January 31, 1997. As referred to below, my recommendation contemplates paying a portion of your 1996 incentive award in January. As a consequence, your SERP benefit will be substantially increased so that, calculated on a life annuity basis and including your benefit under the U.S. Retirement Income Plan, instead of \$113,444 per year, you will receive a total of \$208,244 per year. This is a result of both the extension of employment and payment of a portion of your 1996 incentive award early in the amount of \$129,850.
2. Severance Pay Plan: According to the terms of the Plan, because your termination is a consequence of reorganization, you would be entitled to 49 weeks of severance which totals \$197,911. We have agreed, in light of the other enhanced benefits described in this letter, that no payment will be made to you under the Severance Pay Plan, and you hereby release the Company for any payment obligation pursuant to the Severance Pay Plan.
3. RESTRICTED STOCK GRANT (JANUARY 1995): Although this grant and the corresponding cash bonus will not vest until December 31, 1998, I am recommending that this grant and cash bonus vest 100% on January 31, 1997. This represents 10,000 shares of Equifax stock with a cash bonus of 75% of the value of the shares at the time of vesting. This represents, at \$31.00 per share, a value of \$542,500.
4. RESTRICTED STOCK IN LIEU OF DEFERRED BONUSES PAYABLE JANUARY 1995 AND 1996: These stock grants will be fully vested on January 31, 1997.
5. 1996 EXECUTIVE INCENTIVE PLAN (EIP): You will be eligible for your 1996 annual incentive in accordance with the terms of the Plan and the satisfaction of the various performance goals applicable to you. Our current projection for your EIP award is a bonus of approximately 77.5% of salary paid during 1996. A portion of this bonus (\$129,850) will be paid in January 1997 and the balance you have earned will be paid in February 1997, upon final action by the Management Compensation Committee. The amount of your January 1997 payment represents a retirement "equity" measure to neutralize any reduction in your pension benefit from the level projected for a February 1997 retirement date (which would have included your full 1996 annual incentive). The process used to neutralize the effect of a January 1997 retirement versus a February 1997 retirement was to project the final average earnings as of the end of February 1997 including an estimated incentive award of \$162,750 and then provide for an equivalent final average earnings for your retirement calculation effective January 31, 1997. To comply with the terms of the Plan, this requires an additional advance payment of \$129,850 in January 1997, which will bring the total of the past 36 months of salary and incentive pay to the projected total. As you are aware, if we had paid your entire bonus in

January 1997, the final average earnings used to calculate your retirement benefits would have been inconsistent with our practice, and inappropriate, because it would have overstated your retirement benefit by including 100% of four incentive payments within a three year period.

6. STOCK OPTIONS: Your outstanding vested stock options as of November 1, 1996 includes 87,000 shares at various prices. This number will increase to 120,750 shares on January 31, 1997 provided you continue employment with the Company and do not exercise any outstanding options prior to this date. The vested stock options will be exercisable for 60 months following your retirement, with the exception of the July 25, 1990 grant; it remains exercisable for 36 months. Remember that ISO or qualified tax treatment on all options will expire 90 days following retirement, and you should review the potential tax consequences of this.
7. PERFORMANCE SHARE PLAN AWARDS: Consistent with the terms of the Plan, outstanding Performance Share Awards for 1995 - 1997 and 1996 - 1998 will remain in effect and will be pro-rated according to your length of participation during each award period and paid subject to satisfaction of the established performance for each award. There will be no pro-ration for the 1994 - 1996 award. All participants will be paid in February of each year following the conclusion of each performance period.
8. FINANCIAL PLANNING AND TAX SERVICES: You will be eligible to continue to use Arthur Andersen for your financial planning and tax preparation at the Company's expense through December 31, 1998 object to the program maximum of \$15,000 per annum.
9. ACCRUED VACATION: As a result of continuing your employment to January 31, 1997, you will be entitled to receive payment for your 1997 vacation (5 weeks). It is understood that you will be on paid vacation during January, 1997 and the Company will pay the balance at the time of retirement.
10. EXECUTIVE LOAN: Your executive loan of \$50,000 plus interest will be due January 31, 1997. Your interest reimbursement from the Company will be consistent with our normal practice and pro-rated. This payment can be netted out of your bonus and or vacation payment, if you desire.
11. OTHER POST EMPLOYMENT BENEFITS: You are also eligible for the normal post-retirement benefits consistent with the plan provisions provided for by the various retirement, life and health plans sponsored by the Company, including the benefits provided by the U.S. Retirement Income Plan (as referenced above), retiree medical coverage currently provided under the Comprehensive Major Medical Plan and post-retirement life insurance currently provided under the Basic Life Insurance Plan; these benefits are subject to the Company's right to revise or terminate the plans at any time in the future, of course. Additionally, you are eligible to continue certain coverages under COBRA. All of this information will be provided in your formal retirement papers which will be provided to you during December.

As further consideration for the promises contained in this letter, you agree to make no adverse comments about the Company or its employees to the media or to any other party. Should you make any such disparaging remarks, the enhanced benefits will terminate. Equifax will similarly make no adverse comments to the media or third parties concerning your service or performance of duties for the Company.

In order to obtain the enhanced benefits described in this letter, you will need to execute a release consistent with the standard General Release which is part of the Severance Pay Plan, a copy of which is attached for your signature. In order for you to be eligible for the enhancements described herein, you must sign and return the General Release within 21 days of the meeting of the Management Compensation Committee on October 31, 1996. A summary of the benefits described herein is attached for your convenience.

Please let me know if any portion of this letter or the attachments is unclear or does not reflect your understanding of our arrangement. If this letter reflects your understanding of our agreement, please execute and return the enclosed copy, and it will be effective upon the Management Compensation Committee's approval on October 31, 1996.

Sincerely,

/s/ D. W. McGlaughlin

D. W. McGlaughlin

Agreed to and accepted this 18th day of November, 1996.

/s/D. U. Hallman

THIS GENERAL RELEASE ('Release') is entered into on the date(s) signed below by and between Equifax Inc. ("Equifax"), a Georgia corporation, and Donald U. Hallman ("Employee"), an employee of Equifax.

RECITALS

- A. Equifax has agreed to make certain enhanced severance benefits available to Employee upon the anticipated termination of Employee's employment with Equifax, as described in a letter dated October 30, 1996 (the "Severance Plan").
- B. The terms of the Severance Plan provide that Employee is eligible for benefits only if, among other conditions, the Employee signs the Release and the Release becomes effective and irrevocable.
- C. Employee desires to qualify for benefits offered under the Severance Plan by signing the Release.
- D. In consideration of the mutual promises contained herein, Equifax and Employee agree as follows:

1. Consideration: In consideration for Employee's agreement to release all

claims described in paragraph 2 below, Employee will receive the benefits described in the Severance Plan. Employee acknowledges that, but for execution of this Release, Employee would not be entitled to receive this consideration. The amount of consideration shall be determined pursuant to the terms of the Severance Plan. This Release will continue in force and effect even if some portion of the consideration provided under the Severance Plan is returned to Equifax as a result of the Employee's reemployment in any salaried capacity by Equifax or any of its affiliates.

2. Release: As a consideration for the benefits extended to Employee under

the terms of this Release, benefits to which Employee acknowledges that Employee would not otherwise be entitled, Employee agrees for Employee, Employee's heirs, executors, administrators, successors and assigns to forever release and discharge Equifax and its subsidiaries, related companies, successors and assigns, officers, directors, agents, employees, and former employees from any and all claims, debts, promises, agreements, demands, causes of actions, losses and expenses of every nature whatsoever known or unknown, suspected or unsuspected, filed or unfiled, arising prior to the Acceptance Date of this Release, or arising out of or in connection with Employee's employment by and leaving Equifax and any affiliate of Equifax. This total release includes, but is not limited to, breach of contract (express or implied) including breach of the implied covenant of good faith and fair dealing; intentional infliction of emotional harm; wrongful discharge; violation of public policy; defamation; invasion of privacy; impairment of economic opportunity; negligent infliction of emotional distress; or any other tort; any claims for punitive, compensatory, and retaliatory discharge damages, back or front pay claims and fringe benefits; attorney's fees; the Civil Rights Act of 1866, 42 U.S.C. section 1981, as amended; Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000(e) et seq., as amended; the Age Discrimination in

Employment Act of 1967, 29 U.S.C. section 621 et. seq., as amended; the

Rehabilitation Act of 1973, 29 U.S.C. section 701, et. seq., as amended;

the Older Workers' Benefit Protection Act, 42 U.S.C. section 621 et. seq.,

the Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et.

seq., as amended; the False Claims Act, 31 U.S.C. section 3729, et seq., as

amended; or any other federal, state, or municipal statute or ordinance or common law claim relating to discrimination in employment or otherwise regulating the employment relationship, or regulating the health or safety of the work place. This Release does not extend to unpaid accrued vacation available, vested pension benefits, unemployment compensation claims, or workers' compensation claims.

3. No Pending or Future Lawsuits: Employee represents that Employee has

no lawsuits, claims or actions pending in Employee's name, or on behalf of any other person or entity, against Equifax or any other person or entity referred to herein. Employee also represents that Employee does not intend to bring any new or different claims on Employee's own behalf or on behalf of any other person or entity against Equifax and/or its subsidiaries, related companies, successors and assigns, officers, directors, agents, employees and former employees. Moreover, Employee hereby promises, warrants, represents and covenants that Employee will file no claim, lawsuit, or other action on Employee's or any other person or entity's

behalf against Equifax and/or any other person or entity referred to herein based on any actions taken, circumstances, consequences, or conduct occurring during Employee's employment by and leaving of Equifax and/or any affiliate of Equifax. Employee understands that the consideration set forth in this Release constitutes the sole sums Employee can recover from Equifax and/or any other person or entity referred to herein for any litigation arising from actions taken, circumstances, consequences, and/or conduct that occurred during Employee's employment by and/or leaving of Equifax and/or any affiliate of Equifax. Employee agrees that Employee will not seek or apply for reemployment, employment, or independent contractor status with Equifax, other than upon the request of Equifax.

4. Covenant Not to Sue: Employee agrees that Employee will not file any

action, or suit contesting the legality of the ending of Employee's employment or the validity of this Release or attempting to negate, modify, or reform this Release. Employee warrants and represents that Employee has not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release.

5. Enforcement of Agreement: The parties hereto agree that each provision

of this Release is a material provision and that failure of any party to perform any one provision hereof shall be the basis for voiding the entire Release at the option of the other party, or for pursuing an action at law for such breach. Any party may waive or excuse the failure of any other party to perform any provision of this Release, provided, however, that any such waiver shall not preclude the enforcement of this Release upon any subsequent breach, whether or not similar in character, to any waived breach. Upon any breach by Employee, Equifax may cease any future payments. The parties further agree that in the event that suit is instituted to enforce any of the rights of the parties to this Release, the prevailing party in such litigation shall be entitled, as additional damages, to reasonably incurred attorneys' fees and costs incurred in the enforcement of this Release.

6. Effective Date of Release: Employee is entitled to review and consider

this Release for twenty-one calendar days following the date of receipt of

the Release (the "Receipt Date") before signing and returning this Release

to Equifax. If Employee does not accept the terms of this Release in writing and deliver the executed Release to Equifax within twenty-one days following the Receipt Date, no benefits will be payable to the Employee under the Severance Plan. For a period of seven calendar days following

the date of Employee's execution of this Release (the "Acceptance Date"),

Employee may revoke this Release ("Revocation Period"). Employee may revoke this Release only by giving Equifax formal, written notice of Employee's revocation of this Release to the name and address set forth in paragraph (c) of Section 12 of this Release, to be received by Equifax by the close of business on the seventh day following Employee's execution of this Release. This Release shall not become effective in any respect until the Revocation Period has expired without notice of revocation. In the absence of Employee's revocation of this Release, the eighth day after

Employee's execution of this Release shall be the "Effective Date" of this

Release, at which time the rights of all parties under this Release become fully enforceable.

7. Performance of Release: Each of the parties signing this Release

warrants and represents that he shall execute and deliver any and all instruments, agreements, documents or other writings, and shall perform all other acts deemed to be necessary to effect the terms and purposes of this Release.

8. Other Releases: This Release constitutes a single, integrated, written

contract expressing the entire understanding between the parties with respect to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever, whether oral, written or implied, have been made by any party hereto, except as specifically set forth in this Release. All prior discussions, agreements, understandings and negotiations have been and are merged and integrated into, and are superseded by, this Release with respect to the subject matter hereof. However, the provision of any written agreements between the Company and the employee which by their terms continue beyond the ending of employment, shall continue in full force and effect and shall not be affected by the terms of this General Release.

9. Modification: No cancellation, modification, amendment, deletion,

addition, or other changes in this Release or any provision hereof or waiver of any right herein provided shall be effective for any purpose unless specifically set forth in a written agreement signed by both Employee and an authorized representative of Equifax.

10. Construction and Severability: In the event that any provision of this

Release shall be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect. The parties agree and intend that no provision of this Release should be considered in a legal or agency proceeding to be void, voidable or unenforceable if it can be interpreted or modified to read in a way that is legal and enforceable.

11. Acknowledgment: Employee warrants and represents to Equifax as follows:

-
- (a) Employee has had ample time to review all of the provisions of this Release and fully understands it and the choices with respect to advisability of making the Release provided herein.
 - (b) Employee has been encouraged by Equifax to review all of the provisions of this Release with independent legal counsel and other advisors, and has had the opportunity to pursue such a review.
 - (c) Employee acknowledges that Employee has entered into this Release by Employee's free will and choice without any compulsion, duress, or undue influence from anyone.
 - (d) Employee does not have any actions pending against Equifax and/or its subsidiaries, related companies, successors and assigns, officers, directors, agents, employees and former employees, that address claims that are released under the terms of this Release, and that no such claims will be filed during the Revocation Period of this Release without the formal notification of Employee's revocation of this Release.
 - (e) Employee understands that if Employee is re-employed by Equifax, any unpaid severance pay will not be paid. If severance pay is paid in a lump sum and Employee is rehired, Employee must repay the severance pay attributable to the time after the reemployment date. If Employee is rehired at a lower salary, the difference between the severance pay and the lower salary will continue through the severance period.
 - (f) Employee understands that if Employee has a loan from Equifax, is in possession of Equifax property, or is otherwise indebted to Equifax, severance pay will not be paid until arrangements have been made regarding these obligations. If satisfactory arrangements are not made, such obligations to Equifax will be deducted from Employee's severance pay.

12. Notice.

-
- (a) This Release, and any revocation of this Release or other required communication, shall be deemed to be delivered to and received by Equifax at the address set forth in paragraph (b) below on the date postmarked if it is sent by US first class, registered or certified mail, return receipt requested, postage prepaid. Employee may send this Release to the address set forth in paragraph (b) below using any other means (including personal delivery, overnight delivery service, expedited courier, messenger, or facsimile), but the Release will be deemed to have been received by Equifax only when it actually is received by Equifax.
 - (b) The Release, revocation of this Release and any other communication which is required or permitted to be delivered to Equifax hereunder shall be addressed as follows:

Equifax Inc.
1600 Peachtree Street, NW
Atlanta, Georgia 30309
Attention: Benefits Administration Severance Unit - H-13
Facsimile number (404) 885-8748

or to such other address as Equifax may have specified in a notice duly given to the Employee.

The undersigned further state they have carefully read this Release, know and understand its contents, and that they execute it as their own free act and deed.

EQUIFAX INC.

By: /s/ D. W. McGlaughlin

Name: D. W. McGlaughlin

Date of Equifax Signature: October 30, 1996

Receipt Date: October 31, 1996
(Date of actual delivery if by hand or five days after mailing)

EMPLOYEE

By: /s/ Donald U. Hallman

Acceptance Date: November 18, 1996

Name: Donald U. Hallman

Address: 2244 Spencers Way, Stone Mountain, Georgia 30087

Social Security Number: ###-##-####

Notice to employee: You must return the entire five-page General Release to the above address - if you return only this page, your severance pay cannot be processed.

EQUIFAX INC.

INCENTIVE STOCK OPTION AGREEMENT

Number of Shares:

Option Price:

Date of Grant: January 31, 1996

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 to and subject to the provisions of the Company's Employees 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 2(e), 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 paragraphs 2(e), 3, 4 or 5 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 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 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 below and in paragraphs -----
3, 4 and 5, this option is not exercisable after the Participant's

termination of employment with the Company or a Subsidiary. In the event Participant's termination of employment from the Company or a Subsidiary is due to job elimination, Participant may exercise this option for the number of shares he was entitled to purchase pursuant to paragraph 2 above within twelve (12) months after such termination of employment (but in no event on or after the Expiration Date).

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 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, 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

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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. Should Participant's employment with the Company or a Subsidiary terminate after the Control Change Date other than for "cause", Participant may exercise this option within sixty (60) months after such termination of employment (but in no event on or after the Expiration Date). Termination for "cause" shall mean termination upon (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company (other than any such failure resulting from Participant's incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner in which such officer believes that Participant has not substantially performed his or her duties, or (b) the engaging by Participant in misconduct which is materially injurious to the Company, monetarily or otherwise. For purposes of this paragraph, no act, or failure to act, on Participant's part shall be considered "willful" unless done, or omitted to be done, by Participant not in good faith and without reasonable belief that Participant's action or omission was in the best interest of the Company.

6. Retirement. For purposes of this Agreement, "Retirement" means retirement -----
from the Company or a Subsidiary in accordance with the Participant's applicable Retirement Plan.

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 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 the Date of Grant) exceeding \$100,000.

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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.
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 -----
D. W. McGlaughlin
President and Chief Executive Officer

Participant

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EQUIFAX INC.

NON-QUALIFIED STOCK OPTION AGREEMENT

Number of Shares:

Option Price:

Date of Grant: January 31, 1996

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 Employees 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 Options. 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 2(e), 3, 4 and

5, this option shall be exercisable as outlined on Attachment A of this agreement. 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 paragraphs 2(e), 3, 4 or 5 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 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 below and in paragraphs

3, 4 and 5, this option is not exercisable after the Participant's termination of employment with the Company or a Subsidiary. In the event Participant's termination of employment from the Company or a Subsidiary is due to job elimination, Participant may exercise this option for the number of shares he was entitled to purchase pursuant to paragraph 2 above within twelve (12) months after such termination of employment (but in no event on or after the ExpirationDate).
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 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.

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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. Should Participant's employment with the Company or a Subsidiary terminate after the Control Change Date other than for "cause," Participant may exercise this option within sixty (60) months after such termination of employment (but in no event on or after the Expiration Date). Termination for "cause" shall mean termination upon (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company (other than any such failure resulting from Participant's incapacity due to physical or mental illness), after a demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner in which such officer believes that Participant has not substantially performed his or her duties, or (b) the willful engaging by Participant in misconduct which is materially injurious to the Company, monetarily or otherwise. For purposes of this paragraph, no act, or failure to act, on Participant's part shall be considered "willful" unless done, or omitted to be done, by Participant not in good faith and without reasonable belief that Participant's action or omission was in the best interest of the Company.
6. Retirement. For purposes of this Agreement, "Retirement" means retirement -----
from the Company or a Subsidiary in accordance with the Participant's applicable Retirement Plan.
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.
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.

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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

D. W. McGlaughlin
President & Chief Executive Officer

Participant

EQUIFAX INC.

Restricted Stock Award

THIS AGREEMENT, dated the 1st day of February, 1995, between EQUIFAX INC., a Georgia corporation (the "Company"), and D. W. McGlaughlin ("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 1/29/97 (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, 14,921 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 the Restricted Stock.
 - c) Custody of Certificate. Custody of stock certificates evidencing

shares of Restricted Stock shall by 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 dealth, 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 in accordance with Participant's applicable Retirement Plan.
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,

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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. Non 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 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 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 an inure to the benefit of the legatees, distributes, and personal representatives of the Participant and the successors of the Company.

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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 Participant executes a withholding tax election form. In such case a sufficient number of shares will be withheld to satisfy all tax obligations.

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:

J. T. Chandler
Corporate Vice President
Human Resources

Participant

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FOURTH AMENDMENT TO THE
EQUIFAX INC. SUPPLEMENTAL
EXECUTIVE RETIREMENT PLAN

THIS AMENDMENT to the Equifax Inc. Supplemental Executive Retirement Plan (the "Plan"), made this 2nd day of December, 1996, by Equifax Inc., a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "Company"), to be effective as indicated below.

W I T N E S S E T H :

WHEREAS, the Company has heretofore adopted the Plan in order to provide supplemental retirement benefits to certain employees of the Company;

WHEREAS, pursuant to Section 6.1 of the Plan, the Board of Directors has the right to amend the Plan from time to time;

WHEREAS, the Plan was amended and restated in its entirety effective as of October 1, 1989, and has subsequently been amended on three separate occasions;

WHEREAS, the Company desires further to amend the Plan at this time in order to take into account the Company's new salary classification system, effective May 1, 1996; and

WHEREAS, the Board of Directors has authorized the following amendment to the Plan;

NOW, THEREFORE, the Company does hereby amend the Plan as follows:

I.

In accordance with a change in the salary administration program of the Company, references in the Plan to "Exempt Grade No. 79" and "Exempt Grade No. 84"

shall mean Exempt Grade No. 3 and Exempt Grade No. 5, respectively, effective as of May 1, 1996. References in the Plan to Exempt Grade No. 45 shall mean Exempt Grade No. 83 for the period April 1, 1993 through April 30, 1996, and shall mean Exempt Grade No. 4 on and after May 1, 1996.

II.

All other parts of the Plan not inconsistent herewith are hereby confirmed and ratified.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officers, and the corporate seal affixed, as of the day and year first above written.

COMPANY:

EQUIFAX INC.

By: /s/ D. E. McGuffey

Title: Vice President - CIBF

ATTEST:

By: /s/ Kathy Kelpen

Title: Staff Assistant Senior

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

THIS FIRST AMENDMENT TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES AND OPTIONS TO PURCHASE AND SELL ASSETS (the "Amendment") dated as of December 28, 1990, is made by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation ("CBI"), EQUIFAX INC., a Georgia corporation ("Equifax"), COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC"), CSC CREDIT SERVICES, INC., a Texas corporation ("Credit Services") (for itself and as successor in interest to 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"), CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation ("Accounts Management"), CSC ENTERPRISES, INC., a Nevada corporation ("CEI"), and CSC ENTERPRISES, a Delaware general partnership (the "Partnership");

WITNESSETH:

WHEREAS, CBI, Equifax, CSC, Credit Services, Minnesota, Cincinnati, Kansas City, JHC and Accounts Management were parties to that certain Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets, dated as of August 1, 1988 (the "Agreement"); and

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

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

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated of even date herewith (the "Initial Assignment") by and among Credit Services, Cincinnati, Kansas City and JHC (collectively, the "Initial Assignors") and CEI, the Initial Assignors have assigned to CEI all of their right, title and interest in and to the Agreement, and CEI has assumed all of the Initial Assignors' obligations under the Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement of even date herewith (the "Subsequent Assignment") by and between CEI, Credit Services and the Partnership, CEI has assigned to the Partnership, among other things, all of its right, title and interest in and to the Agreement, and the Partnership has assumed all of CEI's obligations under the Agreement; 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. Acknowledgement of Assignments. CBI and Equifax, as evidenced by

their signatures hereto, hereby acknowledge and consent to (i) the assignment by the Initial Assignors to CEI of all of their right, title and interest (including the assumption by CEI of their obligations) in and to the Agreement pursuant to the Initial Assignment and (ii) the assignment by CEI to the Partnership of all of its right, title and interest (including the assumption by the Partnership of its obligations) in and to the Agreement pursuant to the Subsequent Assignment. By virtue of the acquisition and the assumption by the Partnership of the rights, titles and interests and the liabilities, respectively, under the Agreement of the Initial Assignors (referred to as Bureaus in the Agreement), the provisions of the Agreement referring to Bureaus should be read accordingly.

2. Amendments. The Agreement is hereby amended as follows:

a. Section I shall be amended to insert the following additional definition: "Partnership" means CSC Enterprises, a Delaware general partnership.

b. Paragraph 9(b) shall be amended to delete in two places the phrase "Credit Services" and to insert in lieu thereof the phrase "the Partnership".

c. Paragraph 14(c) shall be amended to delete the requirement that Test Statements be delivered in respect of Credit Services' fiscal years 1990 and 1991, and to provide instead that, to the extent CBI is obligated to make future payments pursuant to Paragraph 14, the Partnership shall deliver to CBI information which is the practical equivalent of such Test Statements.

d. Paragraph 21(b) shall be amended to read as follows:

"The Partnership covenants that, so long as the provisions of Articles IV and V of this Agreement remain in effect, it will prepare, or cause to be prepared, and deliver, or cause to be delivered, to CBI unaudited quarterly combined financial statements of that part of the business of the Partnership (and its subsidiaries) related to the Subsidiaries' Assets and Liabilities, as soon as available, accompanied by a certificate executed by a representative of the Partnership certifying that such financial statements have been prepared in accordance with generally accepted accounting principles (except for the

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provisions for income taxes) consistently applied subject to the right, as permitted by such principles, to choose alternative treatments of certain matters. Such financial statements shall include sufficient financial information to permit the parties to this Agreement to define the rights and obligations of such parties upon the exercise of their respective rights under said Articles IV and V."

e. Paragraph 37(a) shall be amended to read as follows:

If to CSC, Accounts Management, the Bureaus or the Partnership:

CSC Enterprises, Inc.
652 E. North Belt, Suite 400
Houston, Texas 77060
Attention: President

3. Paragraph 13. The parties acknowledge that as a result of the

Partnership Agreement and the Subsequent Assignment, compliance with the requirements of Paragraph 13 is no longer practicable. The parties therefore agree that Paragraph 13 of the Agreement shall be null and void so long as the Subsidiaries' Assets and Liabilities are held by the Partnership and its subsidiaries. The parties, however, agree that if (i) the conditions described in the first sentence of Paragraph 13(a) prior to its amendment hereby are satisfied, (ii) CBI receives written notice from the Subsidiaries of their intention to sell the Subsidiaries' Assets and Liabilities to CBI, and (iii) within thirty (30) days of the receipt of such notice, CBI delivers to the Partnership a written request describing a proposed restructuring of the said sale, the parties will use their best efforts to cause the Subsidiaries to restructure the said sale based upon CBI's request, so long as such restructuring does not result in any material adverse economic, accounting, tax or other consequence to the Subsidiaries or to the partners in the Partnership (other than the Equifax Partners, as defined in the Partnership Agreement) or in any material way adversely affect the rights of the Subsidiaries with respect to such sale of the Subsidiaries' Assets and Liabilities. The determination of any such adverse consequence or effect to the Subsidiaries shall be based on the sole discretion of the Managing Partner on behalf of the Partnership and the Board of Directors of each of the other Subsidiaries on behalf of such Subsidiaries. The determination of any such adverse consequence or effect to any partner in the Partnership shall be based on the sole discretion of such partner. The parties agree that the sole reason for the proposal of a restructuring by CBI would be to provide CBI with the benefits that were contemplated by Paragraph 13 prior to its amendment hereby.

4. Certain Partnership Acquisitions. The parties acknowledge that

corporations or other entities all of the stock or substantially all of the assets of which are acquired by the Partnership after the date hereof must meet, in order to qualify as Acquired Corporations under the Agreement, the tests set forth in Paragraph 11(c) of the Agreement.

5. 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,

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as amended by this Amendment. All references to Paragraph numbers in this Amendment shall be references to the corresponding Paragraph of the Agreement.

6. 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 Amendment, to perform under the Agreement, as amended by this Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Amendment, without the necessity of any act, approval or consent of any other Person whomsoever, except such as have been, or will be, obtained; (b) the Agreement, as amended by this 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), except that this Amendment has not been formally considered by the Board of Directors of Equifax or any committee thereof, 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. Equifax undertakes that its Executive Committee will formally consider the ratification of the execution of this Amendment no later than January 31, 1991.

7. Counterparts. This 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.

8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Executed as of the date first above written:

THE CREDIT BUREAU, INCORPORATED OF GEORGIA

By _____
Title _____

EQUIFAX INC.

By: _____
Title: _____

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COMPUTER SCIENCES CORPORATION

By: _____
Title: _____

CSC CREDIT SERVICES, INC.

By: _____
Title: _____

CREDIT BUREAU OF CINCINNATI, INC.

By: _____
Title: _____

CREDIT BUREAU OF GREATER KANSAS CITY, INC.

By: _____
Title: _____

JOHNS HOLDING COMPANY

By: _____
Title: _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____
Title: _____

CSC ENTERPRISES, INC.

By: _____
Title: _____

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CSC ENTERPRISES
By: CSC ENTERPRISES, INC., Its Managing
Partner

By: _____
Title: _____

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

THIS SECOND AMENDMENT TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES AND OPTIONS TO PURCHASE AND SELL ASSETS (the "Second Amendment") dated as of the _____ day of _____, 1991, is made by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation ("ECIS" or "CBI"), EQUIFAX INC., a Georgia corporation ("Equifax"), and CSC ENTERPRISES, a Delaware general partnership (the "Partnership"), CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation ("Accounts Management") and COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC").

WITNESSETH:

WHEREAS, CBI Ventures Inc., a Georgia corporation, and Equifax Ventures Inc., a Georgia corporation, entered into that 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, 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 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," the Original Agreement, as amended by the First Amendment being referred to herein as the "Agreement");

WHEREAS, CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF

WHEREAS, the parties hereto have agreed to amend the Agreement in certain respects as set forth herein.

1. Amendment

Exhibit A to the Agreement titled "The Automated Credit Reporting Online Package (ACROPAC(TM)) System Description," is amended as follows:

a. At page 9 of Exhibit A the following language is deleted:

"CREDIT MARKETING SERVICE (CMS)

- CMS will represent the bureau at the national and regional level on promotion programs sales.
- CMS will also assist the bureau on any promotion program sold by the bureau."

and inserted in lieu thereof is the following language:

"PROMOTION MARKETING

1. ECIS Customer List. All promotion sales to any credit grantor (a -----
"Listed Customer") listed on Exhibit 1 annexed to this Exhibit A, as amended from time to time pursuant to the provisions hereof (the "ECIS Customer List") will be conducted solely by ECIS. A subsidiary or division of a Listed Customer shall be deemed to be a Listed Customer unless specifically excepted.

2. Promotion Sales by the Partnership. Notwithstanding any provision in -----
the Agreement to the contrary and subject to the restrictions provided in subparagraphs (i) and (ii) below, the Partnership shall have the non-exclusive right to sell promotions to a credit grantor (a "Potential Partnership Customer") who at the time of such sale is not listed on the ECIS Customer List and whose decision-making office is within the following area: Arkansas; Illinois (except for Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will Counties); Indiana; Iowa; Kansas; Kentucky; Bienville, Bossier, Caddo, Claiborne, Desoto, Jackson, Lincoln, Natchitoches, Red River, Sabine, Webster, Morehouse, Ouachita, Richland, Union and West Carroll Parishes, Louisiana; Minnesota; Missouri; Nebraska; North Dakota; Ohio; Oklahoma; South Dakota; Texas; and Wisconsin (the "Partnership Area"), where the promotion covers consumers residing in and/or outside of the Partnership Area, provided that:

(i) the Partnership shall have given notice to ECIS of the Partnership's intention to make a Presentation to a Potential Partnership Customer, describing the Presentation in reasonable detail, including the nature of the Presentation, the name and address of the Potential Partnership Customer, and the persons proposed to be contacted at the Potential Partnership Customer. Notwithstanding any provision of the Agreement - to the

contrary, for purposes of this subparagraph (i), notice shall be deemed sufficient if: A) Sent by telecopy to ECIS at the following facsimile number, or any such other facsimile number as ECIS may, by giving written notice under the Agreement, designate and B) the Partnership places a voice telephone call to the following number to alert ECIS that a facsimile has been sent or is forthcoming.

The Credit Bureau, Incorporated of Georgia
Attention: Mary Deal
Facsimile Number: 404-888-3402
Telephone Number: 404-885-8063

and;

(ii) ECIS does not within 24 hours after receipt of the notice provided for in subparagraph (i) above (except that Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day shall be excluded in such time measurement) give written notice to the Partnership, Attention: Executive Vice-President CRD, Facsimile Number: 713-878-1905 (or any such other facsimile number as the Partnership may, by giving written notice under the Agreement, designate), that,

prior to ECIS's receipt of such notice, ECIS had begun a Sales Effort directed toward that Potential Partnership Customer in respect of a sale of a promotion which comprises or includes in substantial part the promotion contemplated by the Partnership, describing the Sales Effort in reasonable detail, including the nature of such Sales Effort, the persons contacted at the Potential Partnership Customer, and the place and date of such Sales Effort. In the event ECIS gives such notice, the Partnership will not make such Presentation to this customer.

The Partnership will notify ECIS of the result of the Presentation. Should a sale by the Partnership not result, the next subsequent effort to market a promotion to that Potential Partnership Customer shall be subject to the procedure described in these subparagraphs (i) and (ii). If a sale does result, subsequent Presentations to that Potential Partnership Customer do not require the Partnership to follow the procedure described in these subparagraphs (i) and (ii).

Notwithstanding any provision in the Agreement to the contrary, the Partnership shall have the right to market and to sell promotions to a credit grantor who at the time of such sale is not listed on the ECIS Customer List and whose decision-making office is within a zip code area covered by a file of a bureau owned by the Partnership ("Partnership Zip Code Area"), where the promotion covers only consumers residing in the Partnership Area, and in connection with such sale, the Partnership shall not be required to follow the procedures referred to in subparagraphs (i) and (ii) above. If the decision making office is not within the

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Partnership Area, the Partnership agrees to obtain permission from the bureau file owner before marketing or selling a promotion.

3. ACROPAC(TM) Marketing by ECIS and the Partnership. ECIS and the

Partnership agree that each will aggressively market all files in ACROPAC(TM) irrespective of ownership, consistent with the provisions hereof. The seller of a promotion shall set the price, terms and conditions of the sale. Since the parties agree that the ECIS data processing costs chargeable to a promotion sold by the Partnership shall not exceed 10% of the gross revenue of that promotion, the Partnership agrees not to sell promotions processed by ECIS for less than \$2,000. The parties agree that the Partnership may use a third-party processor to process its data to create promotions or it may process the data itself. Upon the Partnership's request, ECIS will furnish the Partnership a copy of all of the data contained in the credit files in the Partnership Zip Code Area in ECIS Master Record format for \$15,000.00 per copy ("File Copy Rate"). The parties agree that when ECIS does not process the promotions sold by the Partnership, ECIS is not entitled to the data processing costs or the 6% of net revenue administrative fee described in Exhibit A.

Consistent with the terms and conditions contained in the Agreement and this Second Amendment, the Partnership shall have the right to access all files in ACROPAC(TM) in connection with its promotion sales processed by ECIS. Upon request of the Partnership, ECIS will assist the Partnership on all promotion sales without charge to the Partnership unless the Partnership requests that an ECIS sales representative contact the customer directly, either by telephone or in person. In the event that the Partnership requests that an ECIS sales representative contact a customer directly, either by telephone or in person, ECIS will receive 50% of the 25% commission on that promotion sale.

4. Joint Annual Meeting of ECIS and the Partnership. In order to assure

the aggressive marketing of all of the files in the ACROPAC(TM) System and to provide a once-a-year forum to voice concerns regarding such, the parties agree to hold an joint annual meeting. The meeting will be held on the anniversary, or as close as reasonably possible thereto, to the signing of the Second Amendment ("Anniversary").

- (i) The agenda of the meeting is to discuss aggressive marketing of the ACROPAC(TM) system and to discuss additions and deletions to the ECIS Customer List. Each party agrees that the joint meeting is the proper and only forum for discussion of additions and deletions. Each party will bring all of the necessary information to the meeting in order to adequately discuss the issues included in the meeting agenda. Each party may bring any personnel it believes are reasonably necessary. While the attendance of the President of ECIS and the attendance of the President of the Credit Reporting Division of the Partnership is not required, it is required that both presidents be available

to consult with the participants of the joint meeting during the meeting. If presidential participation is

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requested on a topic and the president whose participation is requested is unavailable, the topic will be tabled for further discussion when such president is available.

- (ii) The parties will discuss the addition to the ECIS Customer List of any customer to which the Partnership has sold two (2) or more promotions each involving more than 500,000 names since, in the case of the first joint review meeting, the signing of the Second Amendment, or in the case of subsequent joint review meetings, since the last joint review meeting. The parties will discuss all relevant factors relating to the customer contemplated to be added to the ECIS Customer List. Upon consideration of the factors, ECIS will decide at the joint review meeting whether or not to add the customer to the ECIS Customer List. If ECIS adds the customer to the ECIS Customer List, the Partnership will receive 50% of the 25% commission for all subsequent promotion sales to that customer for the next 24 months.
- (iii) The parties will discuss deleting customers from the ECIS Customer List who have not purchased any promotions from ECIS since, in the case of the first joint review meeting, the signing of the Second Amendment, or in the case of subsequent joint review meetings, since the last joint review meeting. In discussing the deletion of the customer from the ECIS Customer List, the parties will consider:
 - 1. Has the customer purchased any promotions from other vendors within the time frame considered?
 - 2. Has ECIS made a Presentation within the time frame considered?
 - 3. Has ECIS made a Sales Effort within the time frame considered?
 - 4. Any other relevant considerations/circumstances.
- (iv) After considering all the factors raised in the discussion, the parties must jointly agree to remove the customer from the ECIS Customer List. If the parties cannot jointly agree before the end of the annual meeting that the customer should be deleted, the customer will not be deleted from the ECIS Customer List.
- (v) ECIS will provide a copy of the ECIS Customer List for the year as soon as possible after the joint annual meeting.

- 5. Audit. ECIS agrees to have its independent public accounting firm ----- annually perform, at no cost to the Partnership, a third party review, as defined in accordance with SAS #44, of the ECIS data processing system as it relates to promotions.

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- 6. ECIS Affiliates. In the exercise of its rights and performance of its ----- duties under this Exhibit A, ECIS may act through an Affiliate, provided, however, ECIS shall not thereby be relieved of any of its obligations hereunder.

- 7. Definitions. For purposes of this Exhibit A: -----

"Affiliate" means any Person controlling, controlled by or under common control with any other Person. For purposes of this definition, "control" (including "controlled by" and "under common control with") means ownership, directly or indirectly, beneficially and of record of all of the equity of another Person.

"Presentation" means verbal or written communications with a Potential Partnership Customer regarding a specific promotion and containing a pricing proposal. Verbal and written communications, absent such pricing proposal, shall not be a Presentation but will be a Sales Effort.

"Promotion" means a list of consumer names and corresponding addresses compiled from credit files by identifying such names on the basis of credit information that match certain credit criteria supplied and/or approved by the promotion customer. The definition of "promotion"

shall include products which review a customer's account portfolio to screen or monitor for positive or negative changes to the portfolio or individual accounts therein.

"Sales Effort" means verbal or written communications with a Potential Partnership Customer regarding a specific promotion."

b. Wherever the term "CMS" appears in Exhibit A, such term is deleted and the phrase "ECIS or any Affiliate of ECIS designated by ECIS" is inserted in lieu thereof.

c. On page 1 of the Agreement, the term CBI is defined as referring to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation. Subsequently that corporation has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI." Therefore, the Agreement shall be amended such that the acronyms "ECIS" and "CBI" are interchangeable and either may be used to refer to THE CREDIT BUREAU, INCORPORATED OF GEORGIA.

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 Second 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 Second Amendment, to perform under the Agreement, as amended by this Second Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Second Amendment, without the necessity of any act, approval or consent of any other person whomsoever, except such as having been obtained; and (b) the Agreement, as amended by this Second 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 Second 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 Second 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 SECOND AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Executed as of the date first above written:

THE CREDIT BUREAU, INCORPORATED OF GEORGIA

By: _____
Title: _____

EQUIFAX INC.

By:

Title: _____

7

CSC ENTERPRISES

By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____

Title: _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____

Title: _____

COMPUTER SCIENCES CORPORATION

By: _____

Title: _____

EXHIBIT ONE

ECIS CUSTOMER LIST

- | | |
|-----------------------------------|-------------------------------|
| American General | Huntington National Bank |
| Ameritrust | Hartmarx |
| Amoco Oil Company | Higbees |
| Associates | IDS Deposit Corporation |
| Bank One | ITT |
| Boatmans Bank | J. C. Penney Company |
| Cellular One | May Company** |
| Cenex | Merchantile Bank |
| Citgo | Mobil Oil |
| Conoco | More Card |
| Dayton Hudson | Maison Blanche |
| Diamond Shamrock | Neiman Marcus |
| Exxon Oil Company | Norwest |
| Federated Allied | Phillips Petroleum |
| Fidelity Investments | Pier One |
| Fina Oil | Seiferts |
| Fingerhut | Shell Oil Company |
| First Bank Systems | Star Bank |
| First City Bank | Tandy |
| First Financial Bank of Milwaukee | Texaco |
| First National Bank of Omaha | USAA Federal Savings Bank |
| First Tier Bank Corp. | Western Auto |
| G. E. Capital | Zales/Gordons/Bailey, Banks & |
| Herbergers | Biddle |

** (except for Foleys where the promotion covers only consumers residing in the Partnership Zip Code Area.)

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

THIS THIRD AMENDMENT TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES AND OPTIONS TO PURCHASE AND SELL ASSETS (the "Third Amendment") dated as of the 27th day of September, 1991, is made by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, 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") and COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC").

WITNESSETH:

WHEREAS, ECIS, Equifax, CSC, CSC Credit Services, Inc., a Texas corporation ("Credit Services"), (for itself and as successor in interest to 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 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, 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 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");

WHEREAS, the Original Agreement, as amended by the First Amendment, was further amended as of the ____ day of _____ 1991, by that 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", the Original Agreement, as amended by the First Amendment and the Second Amendment being referred to herein as the "Agreement");

WHEREAS, CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation; 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 K to the Agreement.

The following new Exhibit K titled "Use of Demographic Data" is hereby added to the Agreement as follows:

1. Definitions. For the purposes of this Exhibit K, the following terms

will have the meanings specified:

"Affiliate" means any Person controlling, controlled by or under common control with any other Person. For purposes of this definition, "control" (including "controlled by" and "under common control with") means ownership, directly or indirectly, beneficially and of record of all of the equity of another Person.

"Changed Address Product" means the product described in Exhibit 2 hereto, as modified or added to pursuant to paragraph 2.c hereof.

"Demographic Data" means, with respect to any individual, information and employment information owned by the Partnership consisting of

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identification information, including name, current address, origin and date of current address, former address, second former address, also known as, sex, marital status, date of birth, social security number, dependents, employer, position, firm, location, date employed, date verified, monthly salary, former employment, position, location, date left, employment second former, name of spouse and similar information.

"Direct Marketing Products" means the products described in Exhibit I hereto, as modified or added to pursuant to paragraph 2.c hereof.

"Products" means Direct Marketing Products and Changed Address Product.

"Profit" means Gross Revenues from the Products, less (i) all costs of sales and production, (ii) general and administrative expenses, and (iii) payments made to Affiliate Bureaus under their respective direct marketing revenue sharing agreements with ECIS.

"Gross Revenues" means gross revenue from the production, sale, license or distribution of the Products (without deducting for commission, production, operations or other costs).

2. Use and Modification of Products.

- a. Subject to the terms of this Exhibit K, ECIS may use the Demographic Data owned by the Partnership and maintained within the ACROPAC(TM) System only in order to incorporate such Demographic Data into Products produced, sold, licensed or distributed by ECIS.
- b. ECIS represents and warrants that ECIS and its Affiliates have previously used Demographic Data for the Products (and no other products or services). The Partnership hereby ratifies and consents to the previous use of the Demographic Data for the Products, subject to compliance by ECIS with the terms of this Exhibit K. ECIS has made payments to the Partnership for Demographic Data previously used. To the extent that the payments were made in accordance with the terms of this Exhibit K, such payments previously made constitute payment in full. The Partnership has the right to retain any payments previously made.
- c. ECIS may in its sole discretion determine that it is necessary to modify the Products. ECIS's rights to use the Demographic Data in Products as described in paragraph 2.a above extends to Products as so modified, as long as the modified product is similar to a Product described in Exhibit 1 or 2. Prior to using any Demographic Data with respect to any other product not similar to those products described on Exhibit I or 2, ECIS shall provide to the Partnership a written description of the proposed product, including a description of its information parameters and market, and shall request that the Partnership consent

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in writing to the use of Demographic Data with respect to such other product, which written consent shall not be unreasonably withheld.

3. Payment to the Partnership for Direct Marketing Products.

- a. For the calendar year 1990, ECIS will pay the Partnership five percent (5%) of Profit from the Direct Marketing Products. This percentage is derived from the Partnership's right to receive 25% of the Profit from the Direct Marketing Products times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- b. From and after January 1, 1991, ECIS will pay the Partnership one percent (1%) of all Gross Revenues from all Direct Marketing Products. This percentage is derived from the Partnership's right to receive 5% of the Gross Revenues from the Direct Marketing Products times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- c. Payments due the Partnership will be calculated in respect of each calendar quarter and paid to the Partnership no more than sixty (60)

days after the end of such calendar quarter.

4. Payment to the Partnership for Changed Address Product.

- a. From and after January 1, 1990, ECIS will pay the Partnership three percent (3%) of all Gross Revenues from the Changed Address Product. This percentage is derived from the Partnership's right to receive 15% of the Gross Revenues from the Changed Address Product times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- b. Payments due the Partnership will be calculated in respect of each calendar quarter and paid to the Partnership no more than sixty (60) days after the end of such calendar quarter.

5. Term of Exhibit K. This Exhibit K will be effective as of January 1, 1990

and shall continue for an initial term of two (2) years from January 1, 1990 through December 31, 1991 (the "Initial Term"). Unless the Partnership or ECIS shall give to the other written notice at least @ (30) days prior to the expiration of the Initial Term of the intention of such party to terminate this Exhibit K at the end of such Initial Term, this Exhibit K shall be automatically renewed for an additional term of one (1) year (a "Renewal Term") and such automatic renewal of this Exhibit K shall continue for successive additional Renewal Terms of one (1) year each unless such prior written notice of a desire to terminate shall be given at least thirty (30) days prior to the expiration of the then current Renewal Term. If this Exhibit K is terminated, ECIS's permission to use the Demographic Data owned by the Partnership and maintained within the ACROPAC/(TM)/ system is terminated even date therewith.

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6. Audit Right. The Partnership shall have the right to audit ECIS's relevant

records to verify compliance with the terms of this Exhibit K. Such audit may be conducted after reasonable notice, during normal business hours, using reasonable procedures to assure an accurate audit. Each party will cooperate with the other during the conduct of any such audit, it being expressly understood that in no event shall auditors be permitted access to confidential data, files or information belonging to a third party or not directly related to this Exhibit K. 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.

7. ECIS Affiliates. In the exercise of its rights and performance of its

duties under this Exhibit K, ECIS may act through an Affiliate, provided, however, ECIS shall not thereby be relieved of any of its obligations hereunder.

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 Third 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 Third Amendment, to perform under the Agreement, as amended by this Third Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Third Amendment, without the necessity of any act, approval or consent of any other person whomsoever, except such as having been obtained; and (b) the Agreement, as amended by this Third 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 Third 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.

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5. Merger.

This Third 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 THIRD AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

THE CREDIT BUREAU, INCORPORATED
OF GEORGIA

By: _____
Title: _____

EQUIFAX INC.

By: _____
Title: _____

CSC ENTERPRISES

By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____
Title: _____

CSC ACCOUNTS MANAGEMENT,
INC.

By: _____
Title: _____

COMPUTER SCIENCES
CORPORATION

By: _____
Title: _____

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EXHIBIT I

DIRECT MARKETING PRODUCTS

Service -----	Description -----
PowerList	A list product consisting of names and addresses selected by geographic, demographic and buying behavior characteristics. This is a 30-day active file. It may not be used to determine creditworthiness.

PowerHouse A list product consisting of names and addresses selectable by geographic, demographic and buying behavior characteristics. This file is different from PowerLists in that it does not require 30-day activity and it has refined geographic selectability (household level).

Power Data Overlay The customer's own file is enhanced by PowerList indexes, Census Data, Demographic and externally supplied data. It may not be used to determine creditworthiness nor applied anywhere other than their own customer base.

Custom Modeling A list selection derived directly from the Equifax Consumer Marketing Database (ECMD) based on a quantitative model custom built for the direct mailer. The model is designed to select consumers who are likely to have an interest in the customer's products and respond via the mail. It may not be used to determine creditworthiness.

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EXHIBIT 2

CHANGED ADDRESS PRODUCT

Service	Description
-----	-----
CB Movers	Using the National Change of Address List (NCOA) to match against the off-line screening database to determine if the NCOA is a new address.

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RESOLUTION AGREEMENT

THIS RESOLUTION AGREEMENT, ("Resolution Agreement"), made and entered into as of the 27th day of September, 1991, by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation ("CBI" or "ECIS"), EQUIFAX INC., a Georgia corporation ("Equifax") (CBI and Equifax are sometimes together referred to herein as the "Equifax Parties"), COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC"), CSC CREDIT SERVICES, INC., a Texas corporation ("Credit Services") (for itself and as successor in interest to 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"), CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation ("Accounts Management"), CSC ENTERPRISES, INC., a Nevada corporation ("CEI"), and CSC ENTERPRISES, a Delaware general partnership (the "Partnership") (CSC, Credit Services, Cincinnati, Kansas City, JHC, Accounts Management, CEI and the Partnership are sometimes collectively referred to herein as the "CSC Parties").

RECITALS:

WHEREAS, ECIS, Equifax, CSC, Credit Services, Minnesota, Cincinnati, Kansas City, 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, CEI, CSC Ventures, Inc., a Nevada corporation, CBI Ventures Inc., a Georgia corporation, and Equifax Ventures Inc., a Georgia corporation, entered into a Partnership Agreement (the "Partnership Agreement") of the Partnership; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of December 28, 1990, 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 entered into 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,

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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 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 the Original Agreement, as amended by the First Amendment, being herein referred to as the "Agreement"); and

WHEREAS, CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation; and

WHEREAS, the CSC Parties have claimed that CBI and Credit Marketing Services, Inc. ("CMS") are obligated to waive or forego the 25% commission on promotion sales for regional and national sales of promotions made by CBI or CMS, which CBI has denied; and

WHEREAS, the parties desire to resolve the aforesaid contested claim and for that purpose are entering into this Resolution Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Second and Third Amendments to the Agreement.

CBI, Equifax, the Partnership, Accounts Management and CSC are executing and delivering contemporaneously with the execution of this Resolution Agreement, those Second and Third Amendments to the Agreement for Computerized Credit Reporting Services and Options to Purchase and Sell Assets in the forms annexed as Schedules I and 2 to this Resolution Agreement (the "Second Amendment" and the "Third Amendment," respectively).

2. Purchase and Sale of Software,

Contemporaneously with the execution and delivery of this Resolution Agreement, the Second Amendment and the Third Amendment, the Partnership and CBI are executing and delivering an Agreement For the Purchase and Sale of Software in the form annexed hereto as Schedule 3 (the "Software Purchase Agreement").

3. Payments by CBI.

On the date hereof, CBI shall pay to the Partnership \$150,000, and from and after the date hereof, CBI shall pay to the Partnership \$25,000 on the first business day of each month commencing in October 1991, and continuing regularly thereafter through and including March 1994 (for an aggregate payment of \$900,000). Payments are to be made in lawful money of the

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United States of America in immediately available funds at the office of the Partnership, 652 North Belt East, Suite 400, Houston, Texas 77060, Attention: Controller, or such other place as the Partnership shall designate in Writing to CBI. Furthermore, from and after the date hereof, (a) payments required to be made to the Partnership under the phrase "25% of total net revenue" referred to in the last sentence of indented paragraph 2. set forth in the first paragraph on page 10 of Exhibit A of the Agreement shall be deemed to be payments under this Resolution Agreement, and (b) payments required to be made to the Partnership under the Third Amendment and the shared commissions under the Second Amendment Section 1 (a) (4) (ii) shall be deemed to be payments under this Resolution Agreement until such time as an aggregate amount of \$376,316.00 shall have been so received by the Partnership. After such time, amounts referred to in clauses (a) and (b) of the preceding sentence shall continue to be paid to the Partnership as provided by the Agreement, the Second Amendment and the Third Amendment.

4. No Further Claims.

The CSC Parties agree that the payments already made to them (and payments to be made pursuant to the Agreement) by CBI and CMS for promotions sold CBI and execution and performance of this Resolution Agreement, the Second Amendment, the Third Amendment and the Software Purchase Agreement fully satisfy all claims of the CSC Parties that CBI or CMS is obligated to waive or forego the 25%

commissions on promotion sales made by CBI or CMS as provided in Exhibit A of the Agreement; and the CSC Parties and the Equifax Parties agree that they have no knowledge of any other disputed claims they may have- regarding payment for promotions already sold. Hereafter, payments for promotions will be governed by this Resolution Agreement and the terms of the Agreement, and as amended by the Second Amendment and the Third Amendment.

5. Entire Agreement.

This Resolution Agreement expresses the entire understanding and agreement of the parties hereto regarding the subject matters hereof, and all prior understandings and agreements, written or oral, among the parties regarding such subject matters are merged herein.

6. Schedules.

The Schedules referenced herein and annexed hereto are incorporated herein.

7. Counterparts.

This Resolution Agreement may be executed in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such counterparts, together, shall evidence and constitute one and the same instrument.

8. Governing Law.

THIS RESOLUTION AGREEMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties have caused this Resolution Agreement to be executed as of the date first above written.

THE CREDIT BUREAU, INCORPORATED
OF GEORGIA

By: _____
Title: _____

EQUIFAX INC.

By: _____
Title: _____

COMPUTER SCIENCES CORPORATION

By: _____
Title: _____

CSC CREDIT SERVICES, INC.

By: _____
Title: _____

CREDIT BUREAU OF CINCINNATI, INC.

By: _____
Title: _____

CREDIT BUREAU OF GREATER KANSAS
CITY, INC.

By: _____
Title: _____

JOHNS HOLDING COMPANY

By: _____
Title: _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____
Title: _____

CSC ENTERPRISES, INC.

By: _____
Title: _____

CSC ENTERPRISES
Its Managing Partner

By: _____
Title: _____

SCHEDULE 1

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

THIS SECOND AMENDMENT TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES AND OPTIONS TO PURCHASE AND SELL ASSETS (the "Second Amendment") dated as of the ____ day of _____, 1991, is made by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation ("ECIS" or "CBI"), EQUIFAX INC., a Georgia corporation ("Equifax"), and CSC ENTERPRISES, a Delaware general partnership (the "Partnership"), CSC ACCOUNTS MANAGEMENT, INC., a Texas corporation ("Accounts Management") and COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC").

WITNESSETH:

WHEREAS, ECIS, Equifax, CSC, CSC Credit Services, Inc., a Texas corporation ("Credit Services"), (for itself and as successor in interest to 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 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, 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 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," the Original Agreement, as amended by the First Amendment being referred to herein as the "Agreement");

WHEREAS, CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation; 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. Amendment

Exhibit A to the Agreement titled "The Automated Credit Reporting Online Package (ACROPAC(TM)) System Description," is amended as follows:

a. At page 9 of Exhibit A the following language is deleted:

"CREDIT MARKETING SERVICE (CMS)

- CMS will represent the bureau at the national and regional level on promotion programs sales.
- CMS will also assist the bureau on any promotion program sold by the bureau."

and inserted in lieu thereof is the following language:

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"PROMOTION MARKETING

1. ECIS Customer List. All promotion sales to any credit grantor (a -----
"Listed Customer") listed on Exhibit I annexed to this Exhibit A, as amended from time to time pursuant to the provisions hereof (the

"ECIS Customer List") will be conducted solely by ECIS. A subsidiary or division of a Listed Customer shall be deemed to be a Listed Customer unless specifically excepted.

2. Promotion Sales by the Partnership. Notwithstanding any provision in -----

the Agreement to the contrary and subject to the restrictions provided in subparagraphs (i) and (ii) below, the Partnership shall have the non-exclusive right to sell promotions to a credit grantor (a "Potential Partnership Customer") who at the time of such sale is not listed on the ECIS Customer List and whose decision-making office is within the following area: Arkansas; Illinois (except for Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will Counties); Indiana; Iowa; Kansas; Kentucky; Bienville, Bessier, Caddo, Claiborne, Desoto, Jackson, Lincoln, Natchitoches, Red River, Sabine, Webster, Morehouse, Ouachita, Richland, Union and West Carroll Parishes, Louisiana; Minnesota; Missouri; Nebraska; North Dakota; Ohio; Oklahoma; South Dakota; Texas; and Wisconsin (the "Partnership Area"), where the promotion covers consumers residing in and/or outside of the Partnership Area, provided that:

- (i) the Partnership shall have given notice to ECIS of the Partnership's intention to make a Presentation to a Potential Partnership Customer, describing the Presentation in reasonable detail, including the nature of the Presentation, the name and address of the Potential Partnership Customer, and the persons proposed to be contacted at the Potential Partnership Customer. Notwithstanding any provision of the Agreement - to the contrary, for purposes of this subparagraph (i), notice shall be deemed sufficient if: A) Sent by telecopy to ECIS at the following facsimile number, or any such other facsimile number as ECIS may, by giving written notice under the Agreement, designate and B) the Partnership places a voice telephone call to the following number to alert ECIS that a facsimile has been sent or is forthcoming.

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The Credit Bureau, Incorporated of Georgia
Attention: Mary Deal
Facsimile Number: 404-888-3402
Telephone Number: 404-885-8063

;and

- (ii) ECIS does not within 24 hours after receipt of the notice provided for in subparagraph (i) above (except that Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day shall be excluded in such time measurement) give written notice to the Partnership, Attention: Executive Vice-President CRD, Facsimile Number: 713-878-1905 (or any such other facsimile number as the Partnership may, by giving written notice under the Agreement, designate), that, prior to ECIS's receipt of such notice, ECIS had begun a Sales Effort directed toward that Potential Partnership Customer in respect of a sale of a promotion which comprises or includes in substantial part the promotion contemplated by the Partnership, describing the Sales Effort in reasonable detail, including the nature of such Sales Effort, the persons contacted at the Potential Partnership Customer, and the place and date of such Sales Effort. In the event ECIS gives such notice, the Partnership will not make such Presentation to this customer.

The Partnership will notify ECIS of the result of the Presentation. Should a sale by the Partnership not result, the next subsequent effort to market a promotion to that Potential Partnership Customer shall be subject to the procedure described in these subparagraphs (i) and (ii). If a sale does result, subsequent Presentations to that Potential Partnership Customer do not require the Partnership to follow the procedure described in these subparagraphs (i) and (ii).

Notwithstanding any provision in the Agreement to the contrary, the Partnership shall have the right to market and to sell promotions to a credit grantor who at the time of such sale is not listed on the ECIS Customer List and whose decision-making office is within a zip code area covered by a file of a bureau owned by the Partnership ("Partnership Zip Code Area"), where the promotion covers only consumers residing in the Partnership Area, and in connection with such sale, the Partnership shall not be required to follow

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the procedures referred to in subparagraphs (i) and (ii) above. If the decision making office is not within the Partnership Area, the Partnership agrees to obtain permission from the bureau file owner before marketing or selling a promotion.

3. ACROPAC(TM) Marketing by ECIS and the Partnership. ECIS and the

Partnership agree that each will aggressively market all files in ACROPAC(TM) irrespective of ownership, consistent with the provisions hereof. The seller of a promotion shall set the price, terms and conditions of the sale. Since the parties agree that the ECIS data processing costs chargeable to a promotion sold by the Partnership shall not exceed 10% of the gross revenue of that promotion, the Partnership agrees not to sell promotions processed by ECIS for less than \$2,000. The parties agree that the Partnership may use a third-party processor to process its data to create promotions or it may process the data itself. Upon the Partnership's request, ECIS will furnish the Partnership a copy of the data which it has the right to use in ECIS Master Record format for \$15,000-00 per copy ("File Copy Rate"). The parties agree that when ECIS does not process the promotions sold by the Partnership, ECIS is not entitled to the data processing costs or the 6% of net revenue administrative fee described in Exhibit A.

Consistent with the terms and conditions contained in the Agreement and this Second Amendment, the Partnership shall have the right to access all files in ACROPAC(TM) in connection with its promotion sales processed by ECIS. Upon request of the Partnership, ECIS will assist the Partnership on all promotion sales without charge to the Partnership unless the Partnership requests that an ECIS sales representative contact the customer directly, either by telephone or in person. In the event that the Partnership requests that an ECIS sales representative contact a customer directly, either by telephone or in person, ECIS will receive 50% of the 25% commission on that promotion sale.

4. Joint Annual Meeting of ECIS and the Partnership. In order to assure -----
the aggressive marketing of all of the files in the ACROPAC(TM) System and to provide a once-a-year forum to voice concerns regarding such, the parties agree to hold an joint annual meeting. The meeting will be held on the anniversary, or as close as reasonably possible thereto, to the signing of the Second Amendment ("Anniversary").

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- (i) The agenda of the meeting is to discuss aggressive marketing of the ACROPAC(TM) system and to discuss additions and deletions to the ECIS Customer List. Each party agrees that the joint meeting is the proper and only forum for discussion of additions and deletions.

Each party will bring all of the necessary information to the meeting in order to adequately discuss the issues included in the meeting agenda. Each party may bring any personnel it believes are reasonably necessary. While the attendance of the President of ECIS and the attendance of the President of the Credit Reporting Division of the Partnership is not required, it is required that both presidents be available to consult with the participants of the joint meeting during the meeting. If presidential participation is requested on a topic and the president whose participation is requested is unavailable, the topic will be tabled for further discussion when such president is available.

- (ii) The parties will discuss the addition to the ECIS Customer List of any customer to which the Partnership has sold two (2) or more promotions each involving more than 500,000 names since, in the case of the first joint review meeting, the signing of the Second Amendment, or in the case of subsequent joint review meetings, since the last joint review meeting. The parties will discuss all relevant factors relating to the customer contemplated to be added to the ECIS Customer List. Upon consideration of the factors, ECIS will decide at the joint review meeting whether or not to add the customer to the ECIS Customer List. If ECIS adds the customer to the ECIS Customer List, the Partnership will receive 50% of the 25% commission for all subsequent promotion sales to that customer for the next 24 months.
- (iii) The parties will discuss deleting customers from the ECIS Customer List who have not purchased any promotions from ECIS since, in the case of the first joint review meeting, the signing of the Second Amendment, or in the case of subsequent joint review meetings, since the last joint review meeting. In discussing the deletion of the customer from the ECIS Customer List, the parties will consider:

1. Has the customer purchased any promotions from other vendors within the time frame considered?
2. Has ECIS made a Presentation within the time frame considered?
3. Has ECIS made a Sales Effort within the time frame considered?
4. Any other relevant considerations/circumstances.

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- (iv) After considering all the factors raised in the discussion, the parties must jointly agree to remove the customer from the ECIS Customer List. If the parties cannot jointly agree before the end of the annual meeting that the customer should be deleted, the customer will not be deleted from the ECIS Customer List.
- (v) ECIS will provide a copy of the ECIS Customer List for the year as soon as possible after the joint annual meeting.

5. Audit. ECIS agrees to have its independent public accounting firm -----
annually perform, at no cost to the Partnership, a third party review,

as defined in accordance with SAS #44, of the ECIS data processing system as it relates to promotions.

6. ECIS Affiliates. In the exercise of its rights and performance of its

duties under this Exhibit A, ECIS may act through an Affiliate,
provided, however, ECIS shall not thereby be relieved of any of its
obligations hereunder.

7. Definitions. For purposes of this Exhibit A:

"Affiliate" means any Person controlling, controlled by or under common control with any other Person. For purposes of this definition, "control" (including "controlled by" and "under common control with") means ownership, directly or indirectly, beneficially and of record of all of the equity of another Person.

"Presentation" means verbal or written communications with a Potential Partnership Customer regarding a specific promotion and containing a pricing proposal. Verbal and written

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communications, absent such pricing proposal, shall not be a Presentation but will be a Sales Effort.

"Promotion" means a list of consumer names and corresponding addresses compiled from credit files by identifying such names on the basis of credit information that match certain credit criteria supplied and/or approved by the promotion customer. The definition of "promotion" shall include products which review a customer's account portfolio to screen or monitor for positive or negative changes to the portfolio or individual accounts therein.

"Sales Effort" means verbal or written communications with a Potential Partnership Customer regarding a specific promotion."

b. Wherever the term "CMS" appears in Exhibit A, such term is deleted and the phrase "ECIS or any Affiliate of ECIS designated by ECIS" is inserted in lieu thereof.

c. On page 1 of the Agreement, the term CBI is defined as referring to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation.

Subsequently that corporation has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI." Therefore, the Agreement shall be amended such that the acronyms "ECIS" and "CBI" are interchangeable and either may be used to refer to THE CREDIT BUREAU, INCORPORATED OF GEORGIA.

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 Second Amendment.

3. Authority.

Each of the parties hereto represents to the other parties hereto that:

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(a) it has the full corporate (or, in the case of the Partnership, partnership) power and authority to execute and deliver this Second Amendment, to perform under the Agreement, as amended by this Second Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Second Amendment, without the necessity of any act, approval or consent of any other person whomsoever, except such as having been obtained; and (b) the Agreement, as amended by this Second 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 Second 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 Second 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 SECOND AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Executed as of the date first above written:

THE CREDIT BUREAU, INCORPORATED OF GEORGIA

By: _____

Title: _____

EQUIFAX INC.

By: _____

Title: _____

CSC ENTERPRISES
By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____

Title: _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____

Title: _____

COMPUTER SCIENCES CORPORATION

By: _____

Title: _____

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EXHIBIT ONE
ECIS CUSTOMER LIST

<TABLE>
<CAPTION>

<S>
American General
Ameritrust
Amoco Oil Company
Associates
Bank One
Boatmans Bank
Cellular One
Cenex
Citgo

<C>
Huntington National Bank
Hartmarx
Higbees
IDS Deposit Corporation
ITT
J. C. Penney Company
May Company**
Merchantile Bank
Mobil Oil

Conoco	More Card
Dayton Hudson	Maison Blanche
Diamond Shamrock	Neiman Marcus
Exxon Oil Company	Norwest
Federated Allied	Phillips Petroleum
Fidelity Investments	Pier One
Fina Oil	Seiferts
Fingerhut	Shell Oil Company
First Bank Systems	Star Bank
First City Bank	Tandy
First Financial Bank of Milwaukee	Texaco
First National Bank of Omaha	USAA Federal Savings Bank
First Tier Bank Corp.	Western Auto
G. E. Capital	Zales/Gordons/Bailey, Banks &
Herbergers	Biddle

</TABLE>

** (except for Foleys where the promotion covers only consumers residing in the Partnership Zip Code Area.)

SCHEDULE 2
- - - - -

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

THIS THIRD AMENDMENT TO AGREEMENT FOR COMPUTERIZED CREDIT REPORTING SERVICES AND OPTIONS TO PURCHASE AND SELL ASSETS (the "Third Amendment") dated as of the 27th day of September, 1991, is made by and among THE CREDIT BUREAU, INCORPORATED OF GEORGIA, 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") and COMPUTER SCIENCES CORPORATION, a Nevada corporation ("CSC").

WITNESSETH:
- - - - -

WHEREAS, ECIS, Equifax, CSC, CSC Credit Services, Inc., a Texas corporation ("Credit Services"), (for itself and as successor in interest to 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 Partnership Agreement (the

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"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, 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 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");

WHEREAS, the Original Agreement, as amended by the First Amendment, was further amended as of the _____ day of _____ 1991, by that 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", the Original Agreement, as amended by the First Amendment and the Second Amendment being referred to herein as the "Agreement");

WHEREAS, CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation; and

WHEREAS, the parties hereto have agreed to amend the Agreement in certain respects as set forth herein.

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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 K to the Agreement.

The following new Exhibit K titled "Use of Demographic Data" is hereby added to the Agreement as follows:

1. Definitions. For the purposes of this Exhibit K, the following terms

will have the meanings specified:

"Affiliate" means any Person controlling, controlled by or under common control with any other Person. For purposes of this definition, "control" (including "controlled by" and "under common control with") means ownership, directly or indirectly, beneficially and of record of all of the equity of another Person.

"Changed Address Product" means the product described in Exhibit 2 hereto, as modified or added to pursuant to paragraph 2.c hereof.

"Demographic Data" means, with respect to any individual, information and employment information owned by the Partnership consisting of identification information, including name, current address, origin and date of current address, former address, second former address, also known as, sex, marital status, date of birth, social security number, dependents, employer, position, firm, location, date employed, date verified, monthly salary, former employment, position, location, date left, employment second former, name of spouse and similar information.

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"Direct Marketing Products" means the products described in Exhibit I hereto, as modified or added to pursuant to paragraph 2.c hereof.

"Products" means Direct Marketing Products and Changed Address Product.

"Profit" means Gross Revenues from the Products, less (i) all costs of sales and production, (ii) general and administrative expenses, and (iii) payments made to Affiliate Bureaus under their respective direct marketing revenue sharing agreements with ECIS.

"Gross Revenues" means gross revenue from the production, sale, license or distribution of the Products (without deducting for commission, production, operations or other costs).

2. Use and Modification of Products.

- a. Subject to the terms of this Exhibit K, ECIS may use the Demographic Data owned by the Partnership and maintained within the ACROPAC(TM) System only in order to incorporate such Demographic Data into Products produced, sold, licensed or distributed by ECIS.
- b. ECIS represents and warrants that ECIS and its Affiliates have previously used Demographic Data for the Products (and no other products or services). The Partnership hereby ratifies and consents to the previous use of the Demographic Data for the Products, subject to compliance by ECIS with the terms of this

Exhibit K. ECIS has made payments to the Partnership for Demographic Data previously used. To the extent that the payments were made in accordance with the terms of this Exhibit K, such payments previously made constitute payment in full. The Partnership has the right to retain any payments previously made.

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- c. ECIS may in its sole discretion determine that it is necessary to modify the Products. ECIS's rights to use the Demographic Data in Products as described in paragraph 2.a above extends to Products as so modified, as long as the modified product is similar to a Product described in Exhibit 1 or 2. Prior to using any Demographic Data with respect to any other product not similar to those products described on Exhibit I or 2, ECIS shall provide to the Partnership a written description of the proposed product, including a description of its information parameters and market, and shall request that the Partnership consent in writing to the use of Demographic Data with respect to such other product, which written consent shall not be unreasonably withheld.

3. Payment to the Partnership for Direct Marketing Products.

- a. For the calendar year 1990, ECIS will pay the Partnership five percent (5%) of Profit from the Direct Marketing Products. This percentage is derived from the Partnership's right to receive 25% of the Profit from the Direct Marketing Products times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- b. From and after January 1, 1991, ECIS will pay the Partnership one percent (1 %) of all Gross Revenues from all Direct Marketing Products. This percentage is derived from the Partnership's right to receive 5% of the Gross Revenues from the Direct Marketing Products times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- c. Payments due the Partnership will be calculated in respect of each calendar quarter and paid to the Partnership no more than sixty (60) days after the end of such calendar quarter.

4. Payment to the Partnership for Changed Address Product.

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- a. From and after January 1, 1990, ECIS will pay the Partnership three percent (3%) of all Gross Revenues from the Changed Address Product. This percentage is derived from the Partnership's right to receive 15% of the Gross Revenues from the Changed Address Product times 20% (the previously established percentage of all consumer credit files owned by the Partnership in the ACROPAC(TM) System).
- b. Payments due the Partnership will be calculated in respect of each calendar quarter and paid to the Partnership no more than sixty (60) days after the end of such calendar quarter.

5. Term of Exhibit K. This Exhibit K will be effective as of January 1,

1990 and shall continue for an initial term of two (2) years from January 1, 1990 through December 31, 1991 (the "Initial Term"). Unless the Partnership or ECIS shall give to the other written notice at least @ (30) days prior to the expiration of the Initial Term of the intention of such party to terminate this Exhibit K at the end of such Initial Term, this Exhibit K shall be automatically renewed for an additional term of one (1) year (a "Renewal Term") and such automatic renewal of this Exhibit K shall continue for successive additional Renewal Terms of one (1) year each unless such prior written notice of a desire to terminate shall be given at least thirty (30) days prior to the expiration of the then current Renewal Term. If this Exhibit K is terminated, ECIS's permission to use the Demographic Data owned by the Partnership and maintained within the ACROPAC(TM) system is terminated even date therewith.

6. Audit Right. The Partnership shall have the right to audit ECIS's

relevant records to verify compliance with the terms of this Exhibit K. Such audit may be conducted after reasonable notice, during normal business hours, using reasonable procedures to assure an accurate audit. Each party will cooperate with the other during the conduct of any such audit, it being expressly understood that in no event shall auditors be permitted access to confidential data, files or

related to this Exhibit K. 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.

7. ECIS Affiliates. In the exercise of its rights and performance of its ----- duties under this Exhibit K, ECIS may act through an Affiliate, provided, however, ECIS shall not thereby be relieved of any of its obligations hereunder.

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 Third 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 Third Amendment, to perform under the Agreement, as amended by this Third Amendment, and to consummate the transactions contemplated by the Agreement, as amended by this Third Amendment, without the necessity of any act, approval or consent of any other person whomsoever, except such as having been obtained; and (b) the Agreement, as amended by this Third 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 Third 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 Third 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 THIRD AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

THE CREDIT BUREAU, INCORPORATED
OF GEORGIA

By: -----

Title: -----

By: _____
Title: _____

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CSC ENTERPRISES

By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____
Title: _____

CSC ACCOUNTS MANAGEMENT, INC.

By: _____
Title: _____

COMPUTER SCIENCES CORPORATION

By: _____
Title: _____

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EXHIBIT I

DIRECT MARKETING PRODUCTS

Service - - - - -	Description -----
PowerList	A list product consisting of names and addresses selected by geographic, demographic and buying behavior characteristics. This is a 30-day active file. It may not be used to determine creditworthiness.
PowerHouse	A list product consisting of names and addresses selectable by geographic, demographic and buying behavior characteristics. This file is different from PowerLists in that it does not require 30-day activity and it has refined geographic selectability (household level).
Power Data Overlay	The customer's own file is enhanced by PowerList indexes, Census Data, Demographic and externally supplied data. It may not be used to determine creditworthiness nor applied anywhere other than their own customer base.
Custom Modeling	A list selection derived directly from the Equifax Consumer Marketing Database (ECMD) based on a quantitative model custom built for the direct mailer. The model is designed to select consumers who are likely to have an interest in the customer's products and respond via the mail. It may not be used to determine creditworthiness.

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EXHIBIT 2

CHANGED ADDRESS PRODUCT

Service
- - - - -

Description

CBMovers Using the National Change of Address List (NCOA) to match against the off-line screening database to determine if the NCOA is a new address.

- 1 -

SCHEDULE 3
- -----

AGREEMENT FOR PURCHASE AND SALE OF SOFTWARE

THIS AGREEMENT FOR THE PURCHASE AND SALE OF SOFTWARE (the "Software Agreement") is made and entered into as of the ____ day of _____, 1991 by and between CSC ENTERPRISES, a Delaware general partnership (the "Partnership") and THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation ("CBI" or "ECIS").

RECITALS:

The Partnership is the owner of that computer software described with specificity on Exhibit A attached hereto (the "Software") and the source code related thereto ("Source Code") and the Documentation as hereinafter defined. "Documentation" shall mean: 1) operational documentation consisting of a summary of the jobs and detailed instructions by job; 2) technical documentation consisting of a detailed technical description of each job; 3) a cross-reference report explaining the outputs from each job and 4) any and all other miscellaneous reports and records which may assist ECIS in the operation of the Software.

CBI has adopted the assumed name "Equifax Credit Information Services" and desires to use the acronym "ECIS" instead of "CBI" and any reference to "CBI" or "ECIS" refers to THE CREDIT BUREAU, INCORPORATED OF GEORGIA, a Georgia corporation.

ECIS wishes to purchase, and the Partnership wishes to sell, the Software, Documentation and Source Code in accordance with the terms of this Software Agreement.

AGREEMENT:

1. Sale of Software Documentation and Source Code. Subject to the -----
terms and conditions hereinafter set forth, the Partnership does hereby

- 2-

transfer, grant, convey and assign to ECIS all of the Partnership's right, title and interest in and to the Software, Documentation and Source Code.

2. Purchase Price. For and in consideration of the conveyance of -----
the Software, Documentation and Source Code as contemplated by Section 1 above, and in reliance upon the representations and warranties made herein by the Partnership, ECIS shall in full payment for the Software, Documentation and Source Code pay on the date hereof Five Hundred Thousand Dollars (\$500,000), by wire transfer of funds to the Partnership.

3. Installation Support. The Partnership agrees that it will -----
provide installation support to ECIS with respect to the Software described on Exhibit A attached. The Partnership will provide one person on-site, at a location determined by ECIS, for up to five (5) consecutive business days for the purpose of installing the Software and training ECIS regarding the use of the Software. Five additional days of support will be available to ECIS, for thirty (30) days following initial installation, ECIS will pay \$500 per day per support person plus travel and accommodations with a one-half day one person minimum.

4. Representations and Warranties of the Partnership. The -----
Partnership represents and warrants to ECIS that: (i) it is a partnership duly organized, validly existing and in good standing under the laws of Delaware; (ii) it has the partnership power and authority, and unencumbered right to enter into this Software Agreement and perform all of its obligations hereunder; (iii) it has good and marketable title to the Software, Documentation and Source Code, free and clear of any liens or security interests, and, to its knowledge, free and clear of any other charges, options, rights or claims or other encumbrances; and (iv) it has not previously licensed the Software to any other parties.

5. Warranty Disclaimer. THE SOFTWARE, DOCUMENTATION AND SOURCE CODE -----
ARE SOLD ON AN AS IS BASIS, AND, EXCEPT FOR THE WARRANTIES EXPRESSED IN SECTION

4 ABOVE, THE PARTNERS@ MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, THE DOCUMENTATION AND THE SOURCE CODE AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED,

- 3 -

INCLUDING, WITHOUT LIMITATION THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

6. Nonexclusive License. ECIS does hereby grant to the Partnership

a nonexclusive perpetual license to use the Software, Documentation and Source Code solely in the internal operations of its business anywhere in the world. It is agreed such license to the Partnership does not require ECIS to provide any software support to the Partnership in connection with the Software. In connection with the exercise of its license herein granted, the Partnership shall be permitted to enhance and modify the Software, Documentation and Source Code, which, to the extent such enhancements and modifications are made during the two year period commencing with the date of this Software Agreement, shall be the sole and exclusive property of ECIS. During such two year period, upon making such enhancements and modifications, the Partnership shall deliver to ECIS at the Software installation site copies of all Source Code, documentation and other information regarding the same. The Partnership shall, and shall cause all of its officers and employees to, keep confidential and not disclose to others the Source Code. The Partnership may utilize the Software, Documentation and the Source Code to create derivative products; however, the Partnership shall not license such derivative products to any party other than ECIS.

7. Limitation of Liability. It is the intent of the parties that the

sale of the Software, Documentation and Source Code is AS IS, and that ECIS should have no claim or cause of action against the Partnership in any way relating to the Software, Documentation, Source Code or this Agreement. However, in the event that a court deems the Partnership to have liability to ECIS because of any claim relating in any way to the Software, Documentation, Source Code or this Agreement, it is the further intent of the parties that such liability shall be no more than \$5,000. Patent and copyright infringement claims by third parties against ECIS related to the Software and ECIS's costs related thereto are excepted from the above limitation of liability.

8. Counterparts. This Software Agreement may be executed in

counterparts, all of which taken together shall constitute a single agreement between the parties.

- 4 -

9. Section Headings; Exhibits. The section headings used herein are

for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits attached hereto are incorporated by reference herein.

10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11. Entire Agreement. This Software Agreement and the exhibits

attached hereto constitute the entire agreement between the parties, and supersedes and cancels any prior agreements, whether oral or written, between the parties hereto, relating to the subject matter herein. This Software Agreement may not be modified or amended orally, but only by an agreement in writing signed by both parties.

12. Binding Effect. This Software Agreement shall be binding upon

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

IN WITNESS WHEREOF, each party hereto has executed this Software Agreement on the date first above written.

CSC ENTERPRISES

By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____
Title: _____

THE CREDIT BUREAU, INCORPORATED
OF GEORGIA

By: _____

Title: _____

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EXHIBIT A

JOB Name/Number	Description
CEIDELTS	Deletes the disk files created in the prior month's run of the CBI jobs. This frees up disk space for the current month's run.
CBIREV	Copies Revenue tape file to disk and a backup tape.
CBI430	Builds the frontend Revenue file for CBISSS. Reads the Revenue disk file. Validates the data against VSAM files containing valid region and service codes. Produces validation reports (i.e. error listings). Retrieves CSC service code values (summarized level of service codes). Does a determination of whether a service fee is to be calculated. Reformats the file with additional data.
CBICOST	Copies Cost Allocation tape file to disk and also to a backup tape.
C21800	Builds the frontend Cost files for CBISSS. Reads the cost disk file. Validates the data against VSAM files containing valid region and service codes. Specifies each record as G(ain) or L(oss). Sorts transactions, assigns Record Types 2-5 and writes to a file for use in the update of the Customer History File. Record Types are as follows: 2 - outbound Intercompany 3 - Outbound Affiliate 4 - Inbound Intercompany 5 - Inbound Affiliate
CBI855	Reads both Cost and Revenue output files. Assigns record type 1 to Local transactions. Sorts, summarizes and formats each record into the format of the Customer History File. Writes the file out as a tape file. Merges
	- 6 -
	the current month's output with the previous month's CEF to create the current period-to-date file.
CBM4800	Reads the Customer History File (CHF) and creates a validation report. Summarizes the entire file by record type. Prints report showing service amount, expense amount, and quantity for the last four (4) periods. Used for validation of the CHF against the tapes. (see CB244900)
CBM4900	Reads the Cost and Revenue files to create validation reports. Summarizes the files by Gain, Loss, Local and Unassigned. Used for validation of the CHF against the tapes. (see CBM4800)
CBM5000	Builds the extracted and enhanced Customer History File for use in Sales Reporting. Extracts additional data from the Revenue tape: Customer name, sales rep, sibling indicator, customer abbr, and family code. Uses the Sales representative number for 905 territory salesmen from an uploaded sequential file. Assigns Service Group codes from the VSAM 'Group' table. Validates/overlays the family code read in an uploaded National Pricing file. Creates 'enhanced' records using 13 periods of data from CHF, sorts and writes new files to tape
CBM5100	Creates detail report: "Sales Representative Report" "Local Member - Local Revenue"
CBM5200	Creates detail report: "Sales Representative Report" "Local Member - Outbound Revenue"

CBM5300 Creates summary reports:
 1. "Sales Representative Report"
 "Local member - Local Revenue"

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 2. "Sales Representative Report"
 "Local Member - Outbound Revenue"

CBM5400 Creates report: "Inbound Revenue Activity Report"

CBM5500 Creates report: "Sales Representative Report"
 "Local & outbound by Current Revenue"

CBF5600 Creates report: "Bureau Sales Report"
 "Local and Outbound by Current Revenue"

CBM5700 Creates reports:
 1. "Top 200 members"
 "Local and outbound by Current Revenue"

 2. "Top 200 members of Affiliates"
 "Inbound by Current Revenue"

 3. "Fiscal YTD Top 200 Members"
 "Local and Outbound by YTD Revenue"

 4. "Fiscal YTD Top 200 members of
 Affiliates"
 "Inbound by YTD Revenue"

CBM5800 Creates detail and summary reports:
 1. "Revenue by Industry Code"
 "Local and Outbound"

 2. "Reporting Units by Industry Code"
 "Local and Outbound"

CBM5900 Creates report: "Credit Reporting Units"
 "Local and Outbound by Sales Representative"

CBM6000 Creates reports:
 1. "DAS Revenue by Sales Representative"

 2. "DTEC Units by Sales Representative"

CBM6100 Creates reports:

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1. "Online Directory Units by Sales Representative"
2. "Persona Units by Sales Representative"
3. "Safescan Revenue by Sales Representative"
4. "Finders Revenue by Sales Representative"
5. "Beacon Revenue by Sales Representative"

CBM6200 Creates report: "Member Dues Report"

CBM6300 Creates report: "Terminal equipment Report"

CBM6400 Creates detail & summary reports:
 "Verbal & Written Credit Reporting Units"

CBM6500 Creates reports:
 1. "Outbound Revenue Activity by Large Volume"

 2. "Outbound Revenue Activity by Region"

 3. "Outbound Revenue Activity"

CBM6550 Creates report: "Local and Outbound Units"
 "ZB Members only"

CBM6600 Creates report: "Member Roster Report"

CBM6700 Creates detail & summary reports:
 "Local & Outbound Units by Major Service Group"

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AGREEMENT FOR PURCHASE AND SALE OF SOFTWARE

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ARE SOLD ON AN AS IS BASIS, AND, EXCEPT FOR THE WARRANTIES EXPRESSED IN SECTION 4 ABOVE, THE PARTNERSHIP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, THE DOCUMENTATION AND THE SOURCE CODE AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED,

- 3 -

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By: CSC ENTERPRISES, INC.
Its Managing Partner

By: _____
Title: _____

THE CREDIT BUREAU, INCORPORATED
OF GEORGIA

By: _____
Title: _____

Summary of Selected Financial Data

PART I (1996 - 1994)

<TABLE>
<CAPTION>

(dollars in thousands, except per share amounts)

Year ended December 31	1996	1995	1994
<S>	<C>	<C>	<C>
SUMMARY OF OPERATIONS			
Operating revenue	\$1,811,223	\$1,622,958	\$1,421,996
Operating costs and expenses before unusual items	1,496,492	1,360,019	1,207,889
Unusual items	(10,313)	--	--
Operating income	304,418	262,939	214,107
Other income	22,181	7,471	8,994
Interest expense	(23,036)	(21,172)	(15,624)
Income before income taxes and accounting changes	303,563	249,238	207,477
Provision for income taxes	125,946	101,588	87,131
Income before accounting changes	177,617	147,650	120,346
Cumulative prior years effect of changes in accounting principles*	--	--	--
Net income	\$177,617	\$147,650	\$120,346
Dividends paid	\$49,704	\$50,223	\$47,161
PER COMMON SHARE DATA			
Income before accounting changes	\$1.22	\$0.98	\$0.81
Cumulative prior years effect of changes in accounting principles*	--	--	--
Net income	\$1.22	\$0.98	\$0.81
Dividends	\$0.330	\$0.315	\$0.303
Weighted average common shares outstanding	145,518,000	151,357,000	148,608,000
BALANCE SHEET DATA			
Assets at December 31	\$1,302,784	\$1,053,695	\$1,021,174
Long-term debt at December 31	\$305,992	\$302,665	\$211,967
Shareholders equity at December 31	\$424,865	\$353,422	\$361,859
Common shares outstanding at December 31	144,876,000	147,245,000	151,790,000
OTHER INFORMATION			
Stock price per share at December 31	\$30.63	\$21.38	\$13.19
Book value per share at December 31	\$2.93	\$2.40	\$2.38
Market capitalization at December 31	\$4,436,797	\$3,147,362	\$2,001,731
Number of employees at December 31	14,100	14,200	14,200

* The 1991 accounting change relates to SFAS No. 106, "Postretirement Benefits Other Than Pensions." The 1988 accounting change relates to SFAS No. 96, "Accounting for Income Taxes."

PART II (1993 - 1988)

<TABLE>
<CAPTION>

	1993	1992	1991	1990	1989	1988
<S>	\$1,217,217	<C> \$1,134,333	<C> \$1,093,827	<C> \$1,078,753	<C> \$1,001,617	<C> \$894,482
	1,049,750 (48,438)	992,995 --	969,136 (32,044)	941,976 (21,793)	881,606 (14,656)	801,785 (27,669)
	119,029 3,890 (10,923)	141,338 7,482 (4,029)	92,647 8,128 (7,253)	114,984 11,055 (13,177)	105,355 9,712 (10,365)	65,028 5,648 (3,331)
	111,996 48,481	144,791 59,445	93,522 39,424	112,862 48,932	104,702 41,170	67,345 33,295
	63,515 --	85,346 --	54,098 (48,991)	63,930 --	63,532 --	34,050 5,400
	\$63,515	\$85,346	\$5,107	\$63,930	\$63,532	\$39,450
	\$42,041	\$42,770	\$42,623	\$35,823	\$32,003	\$22,948
	\$0.42 --	\$0.52 --	\$0.33 (0.30)	\$0.39 --	\$0.40 --	\$0.22 0.04
	\$0.42	\$0.52	\$0.03	\$0.39	\$0.40	\$0.26
	\$0.280	\$0.260	\$0.260	\$0.240	\$0.215	\$0.195
	150,114,000	163,918,000	163,856,000	161,930,000	160,552,000	154,380,000
	\$731,201 \$200,070 \$254,031 149,618,000	\$708,882 \$191,749 \$257,990 151,550,000	\$716,103 \$77,114 \$350,314 164,294,000	\$754,279 \$143,050 \$373,306 162,424,000	\$685,188 \$88,883 \$339,918 161,058,000	\$528,287 \$30,169 \$297,914 159,974,000
	\$13.69 \$1.70 \$2,047,896 12,800	\$10.31 \$1.70 \$1,562,859 12,400	\$7.94 \$2.13 \$1,304,084 13,400	\$8.13 \$2.30 \$1,319,695 14,200	\$8.00 \$2.11 \$1,288,464 13,900	\$6.78 \$1.86 \$1,084,864 13,500

</TABLE>

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

SPINOFF OF INSURANCE SERVICES GROUP.

On December 9, 1996, Equifax announced its intention to split into two independent publicly traded companies by spinning off its Insurance Services Group as a tax-free dividend to shareholders. The spinoff will be contingent on receiving a favorable ruling from the IRS, among other things. Subsequent to receipt of a favorable ruling, Equifax shareholders will be awarded a pro-rata distribution of stock in the new company. The exact ratio and timing of the distribution have not been finalized, but the estimated date for the spinoff is mid-1997.

Current shares will reflect a new Equifax consisting of the Financial Services Group, a company that will continue to be a worldwide leader in the financial information markets. The Insurance Services spinoff, ChoicePoint, will remain a leading provider of risk management and fraud prevention information to the insurance industry.

RESULTS OF OPERATIONS.

Consolidated revenue for the year was \$1.8 billion, an increase of \$188.3 million or 11.6% over 1995. This increase is less than the 14.1% increase in 1995, due primarily to 1994 acquisitions and the divestitures occurring in 1995. Revenue increased 11.7% in 1996 compared to 7.9% in 1995 after adjusting for acquisitions and divestitures (Notes 2 and 3). Revenue growth in 1996 benefited from strong growth in credit reporting and credit marketing services, card services, European operations and Insurance Services.

Operating income of \$304.4 million increased \$41.5 million or 15.8% in 1996. Excluding a \$10.3 million write-off in the second quarter of 1996 related to asset impairments in the General Information Services segment (Note 3), operating income improved 19.7% over the prior year. In 1995, operating income increased \$48.8 million or 22.8%. The improvements in both years are the result of revenue increases in the higher margin businesses and continuing expense controls throughout the organization. Operating income in 1996 was also aided by the recognition of revenue from the lottery subcontract (Note 4). The operating income margin in 1996 was 16.8% compared to 16.2% in 1995. The gains in 1996 were achieved despite very competitive conditions both domestically and internationally, and investments in integrating acquisitions and new products. Acquisitions and divestitures caused 1996 operating income to be lower by 1.4 percentage points whereas they improved 1995 operating income by about 2.7 percentage points. In 1996, the net impact of acquisitions and divestitures was slightly dilutive to net income and earnings per share due to acquisition costs. In 1995, the net impact of acquisitions and divestitures was slightly dilutive to net income and earnings per share due to higher interest expense and higher number of outstanding shares.

Earnings per share increased 24.5% to \$1.22 in 1996 from \$0.98 in 1995. Net income was \$177.6 million in 1996, an increase of 20.3% over 1995's net income of \$147.6 million. Higher earnings per share increases relative to net income increases reflect the Company's repurchase of common shares during 1996. For the year, the average shares outstanding declined by 3.9% as a result of Equifax's open market share repurchase plan.

In February 1996, Equifax's subsidiary, High Integrity Systems, Inc. (HISI) announced that it had signed a subcontract under which GTECH will provide services on HISI's California lottery contract. Under the agreement, HISI subcontracted many of its obligations under the reinstated contract to GTECH. In connection with this subcontract, Equifax received \$58 million, which is being recognized as revenue net of related expenses over the 66-month life of the contract. During 1996, Equifax recorded revenue of \$5.4 million in connection with the lottery subcontract.

Equifax received a \$25 million payment from the California State Lottery during the fourth quarter of 1995 in connection with the reinstatement of the lottery contract with HISI. The \$25 million payment was partially offset by certain expenses associated with the contract, resulting in a net pre-tax gain of \$19.7 million.

During the fourth quarter of 1995, the Company provided for certain restructuring charges in the operating groups totaling \$19.6 million, in connection with reduced staffing levels, lease terminations and the discontinuance of a certain product line.

There are five reporting segments: Credit Services, Payment Services and

International Operations (comprising the Financial Services Group), Insurance Services 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. General Information Services is primarily comprised of the Health Information Services businesses, which were divested during the fourth quarter of 1996. The following discussion analyzes (1) revenue and operating income by the five segments; (2) general corporate expense; (3) consolidated other income, interest expense and effective income tax rates; and (4) financial condition. Note 11 breaks out the segment results by quarter for 1996 and 1995.

<TABLE>
<CAPTION>

CREDIT SERVICES.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Revenue	\$580.9	\$512.7	\$476.4
Operating income*	\$203.8	\$180.1	\$149.9

*before restructuring charge of \$3.2 million in 1995
(Note 10)

Credit Services is part of the Financial Services Group and comprises Credit Reporting Services, Risk Management Services, Equifax National Decision Systems and Mortgage Services. Revenue growth in Credit Services was 13.3% in 1996, compared to 7.6% in 1995. Acquisitions accounted for 1.9 percentage points of the 1996 revenue increase and 0.7 percentage points of the 1995 increase.

Credit Reporting Services showed a revenue increase of 14% in 1996, which was driven by volume growth of finance, automotive, banking and utilities customers; growth in prescreening for credit card issuers; and acquisitions. Average prices for credit reports continued to decline in 1996, comparable to the rate of decline in 1995. This decline, however, was more than offset by continued volume growth and market share expansion. Pricing pressures are expected to persist, but volume growth is expected to continue to more than offset price declines. Credit Reporting Services continued to provide new services and products, which contributed to revenue growth in 1996 and is expected to continue adding to growth in 1997.

Revenue in Risk Management Services increased 15.6% due primarily to new business from customers outsourcing the accounts receivable management function of their businesses.

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Revenue at Equifax National Decision Systems increased 13.4% in 1996, and operating income more than doubled. Growth was driven primarily by the success of new products developed in 1995, although one new product, Business Geometrics, did not generate the projected level of revenue. In addition, National Decision Systems experienced a high retention rate with its customers, further contributing to the strong revenue growth.

Revenue in Mortgage Services declined 5.9% for the year. This decline was due primarily to the continuing shift to a lower-priced automated product.

Operating income for Credit Services increased 13.2% in 1996, following a 20.2% increase in 1995, due primarily to strong revenue growth across all its businesses. Operating margin was flat due to increased expense in 1996 related to new product introductions, the upgrading of systems technology, Year 2000 compliance expenses and \$2 million in severance costs incurred as part of ongoing cost containment efforts.

During the fourth quarter of 1995, a restructuring charge of \$3.2 million was recorded primarily to reduce fixed expenses associated with Mortgage Services, reflecting the increasingly automated nature of the marketplace. The charge was taken to consolidate the number of offices from seven to three and reduce staffing levels.

<TABLE>
<CAPTION>

PAYMENT SERVICES.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Revenue	\$339.3	\$284.4	\$246.6

Operating income*	\$66.9	\$64.0	\$57.5
-------------------	--------	--------	--------

</TABLE>

*before restructuring charge of \$0.5 million in 1995
(Note 10)

Payment Services is part of the Financial Services Group and consists of Card Services, Check Services and FBS Software. Payment Services revenue increased 19.3% in 1996, with 2.4 percentage points of the revenue increase attributable to the fourth quarter 1996 acquisition of CSG Card Services and the 1995 acquisition of TecniCob. Card Services revenue increased 28.0%, Check Services revenue increased 4.1%, and FBS Software revenue more than doubled. In 1995, Payment Services revenue increased 15.3% with 3.8 percentage points attributable to the 1994 acquisitions of First Security Processing Services (FSPS) and FBS Software. In 1995, Card Services revenue increased 24.6% and Check Services revenue increased 4.5%.

Growth within Card Services is attributed to the higher number of cardholder accounts processed, due to business from new customers (i.e., credit unions and IBAA member banks) that either converted to or began using Equifax Card Services credit and debit card processing services, and to volume growth from existing customers. The acquisition of CSG Card Services in the fourth quarter also contributed to revenue growth. During 1994, contracts with two major association customers, IBAA Bancard Inc. and Card Services for Credit Unions, Inc. (CSCU), were renewed, both for five-year terms with incremental revenue due to increased service levels provided. The contract with IBAA Bancard Inc. was extended during 1996 for an additional five years through 2004.

Although Check Services revenue had been projected to decline in 1996, it actually showed a modest increase because a slight decline in check warranty revenue was offset by increases in other Check Services products, particularly its verification product, PathWays. Check Services was also able to retain

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certain customers which had been expected to discontinue service and was able to re-sign a significant customer which had discontinued service, contributing to its better-than-expected performance. The dollar amount of checks warranted and verified by Check Services was \$14.1 billion in 1996 versus \$12.6 billion in 1995.

FBS Software revenue more than doubled in 1996 due primarily to several large consulting contracts that were signed during 1996.

Payment Services operating income increased \$2.9 million in 1996 versus a \$6.5 million increase in 1995. The 1996 increase in operating income was adversely impacted by \$5.1 million in one-time expenses incurred in connection with a move to a new location in the Tampa area. Excluding these expenses, 1996 operating income increased by \$8.0 million, or 12.5%, driven primarily by higher profits resulting from higher revenue in Card Services and by the performance of FBS Software.

Operating income for Card Services increased 11.3% in 1996 as the benefits of strong revenue growth were partially offset by expenses related to the move. Operating income in Check Services declined by 10.2%, a result of higher customer service and support expenses and one-time move costs.

<TABLE>
<CAPTION>

INTERNATIONAL OPERATIONS.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Revenue	\$243.3	\$211.0	\$143.4
Operating income*	\$34.3	\$21.7	\$16.5

</TABLE>

*before restructuring charge of \$1.7 million in 1995
(Note 10)

International Operations, part of the Financial Services Group, consists of Credit Services and Payment Services operations in Europe (primarily in the United Kingdom) and Canada. Equifax also has Credit Services joint ventures in Europe (Spain and Portugal) and South America (Chile and Argentina). In 1996, revenue increased by 15.3% primarily due to volume increases in U.K. Consumer and Commercial Credit Services and the 1995 acquisition of Infocheck, and in Canada due to the fourth quarter 1996 acquisition of Creditel. Revenue for 1995 was up 47.2%, primarily due to significant acquisition activity, which accounted for 42.7 percentage points of the increase. In 1996 Equifax increased its ownership of Transax to 100% from 50.1%.

Canadian revenue, exclusive of acquisitions and divestitures, was up 4.3% in 1996, as increases in credit report unit volumes were partially offset by average price declines and lower revenues in several other related products.

Revenue from European operations increased 19.2% in 1996. The gains within European operations were attributable primarily to consumer credit volumes, marketing services and auto lien information, as well as the inclusion of Infocheck results for a full year.

Operating income for International Operations increased 58.3% in 1996 versus 31.7% in 1995, primarily due to improved results in Europe and a strong performance from DICOM in Chile. Operating income in Canada declined modestly in 1996 as improvements in credit volumes, collections services and the acquisition of Creditel were more than offset by \$1 million in severance expenses incurred related to the unification of United States and Canadian operations within a North American management structure.

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In Europe, operating efficiencies resulting from the integration of the 1994 Infolink and 1995 Infocheck acquisitions continue to enhance the value of the Company's databases and create substantial savings by eliminating duplicate costs. Operating income increased from \$4.7 million in 1995 to \$15.7 million in 1996 as a result of these synergies and a strong performance in auto lien information.

During the fourth quarter of 1995, a restructuring charge of \$1.7 million was taken within Canadian operations to reduce staffing levels and other fixed expenses.

<TABLE>
<CAPTION>

INSURANCE SERVICES.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Revenue	\$587.1	\$516.9	\$453.4
Operating income*	\$50.7	\$43.9	\$18.5

*before restructuring charge of \$9.2 million in 1995
(Note 10)

Revenue increased 13.6% in 1996 within Insurance Services, versus an increase of 14.0% in 1995, as a result of the improved performance of substantially all business units and increased Motor Vehicle Records (MVR) registry revenue. Excluding acquisitions, Insurance Services revenue increased 11.3% in 1996. Insurance Services consists of Field Services, Data Services, Osborn Laboratories, Commercial Specialists, PRC, CUE UK and the newly acquired CDB Infotek.

Revenue from Field Services, which includes Medical Products, Employment Services, Health and Safety Solutions, Business Services and Claims Services, increased 3.4% in 1996 and 3.1% in 1995. The increase in 1996 is primarily the result of growth within Employment Services.

Revenue from Data Services products increased 17.5% in 1996 versus 9.4% in 1995, primarily due to volume increases in most product lines and higher market share. MVR registry revenue (the fee charged by states for motor vehicle records, which the Company passes on to its customers) was up \$33.1 million in 1996 due to continued growth in MVR units, as compared with a \$19.8 million increase in 1995. Osborn Laboratories revenue increased 30.8% in 1996 as volume increased and its market share continued to expand. Revenue at CUE UK increased 54.5% as a result of the late 1995 roll-out of the CUE Motor product and increased usage of the CUE Home product. Revenue at PRC increased 20.8% while Commercial Specialists experienced a 9.2% decline in revenue.

Operating income increased 15.6% in 1996 versus 1995, primarily driven by strong performances at Data Services, Osborn Labs and CUE UK, but was partially offset by a decline at Commercial Specialists and the slightly dilutive impact of the CDB Infotek acquisition. In 1995, operating income more than doubled to \$43.9 million. The increase in 1995 resulted from the strong performance of Data Services, cost controls within Field Services, continued improvement in CUE UK and Commercial Specialists, and the full-year impact of 1994 acquisitions.

During the fourth quarter of 1995 a charge of \$9.2 million was taken, primarily in Field Services, to reduce staffing levels and bring fixed expenses in line with expected revenue levels.

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<TABLE>
<CAPTION>

GENERAL INFORMATION SERVICES.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Revenue	\$60.5	\$97.9	\$102.2
Operating income (loss)*	\$1.1	\$(11.7)	\$1.0

*excludes a \$10.3 million loss related to the write-off of certain intangible assets within Health Information Services (Note 3) in 1996 and income from lottery settlement of \$19.7 million (Note 4) and restructuring charge of \$4.4 million in 1995 (Note 10)

This segment comprises healthcare operations, development projects, marketing services operations and HISI, the lottery subsidiary. The revenue decline in 1996 of \$37.3 million is primarily attributable to the divestiture of two marketing companies during the third quarter of 1995 and the divestiture of Health Information Services companies during the fourth quarter of 1996. The revenue decline was partially offset by HISI's recognition of \$5.4 million in revenue from its lottery subcontract with GTECH in 1996.

During the fourth quarter, the company sold Equifax Health EDI Services, Equifax Health Analytical Services, Equifax Health Administrative Services and Equifax Medical Credentials Verification Services (MCVS). The decision to divest the Company's health information businesses was made to better focus on opportunities in the core businesses of financial and insurance services, particularly in light of the changing trends within the healthcare industry. Equifax has now completed the divestiture of its health information businesses. During the third quarter of 1995, Equifax sold Elrick & Lavidge and Quick Test, two marketing services companies, to better focus on its core businesses. In 1995 revenue was up 8.3% excluding acquisitions and divestitures.

This segments operating income in 1996 was \$1.1 million versus an operating loss of \$11.7 million in 1995. The improvement in operating income was primarily related to results from the lottery subsidiary, as well as a reduction in the operating losses incurred by Health Information Services businesses prior to their divestiture. The 1995 operating loss was due primarily to higher expenses associated with the integration of health information acquisitions and the development of MCVS, an internally developed database product.

During the fourth quarter of 1995, Equifax received a \$25 million payment from the California State Lottery in connection with the reinstatement of the lottery contract with Equifax's subsidiary, High Integrity Systems, Inc. (HISI). Partially offsetting this \$25 million payment were expenses associated with the contract, resulting in a net gain of \$19.7 million.

In June 1996 the Company recorded a \$10.3 million loss to write off certain intangible assets within Health Information Services, in accordance with Financial Accounting Standards Board Statement No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of."

A restructuring charge of \$4.4 million was taken during the fourth quarter of 1995, largely to reduce staffing levels within Health Information Services and to write off a discontinued product line.

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<TABLE>
<CAPTION>

GENERAL CORPORATE EXPENSE.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Expense*	\$42.1	\$35.1	\$29.2

*before restructuring charge of \$0.5 million in 1995
(Note 10)

General corporate expense increased \$7.0 million due primarily to higher bonus expense resulting from strong financial performance, performance share expense driven by higher share price, and expenses related to systems enhancements. The increase of \$5.9 million in 1995 was due primarily to higher performance share plan expense driven by the Company's higher share price.

<TABLE>
<CAPTION>

OTHER INCOME, INTEREST EXPENSE AND EFFECTIVE INCOME TAX RATES.

(in millions)

	1996	1995	1994
<S>	<C>	<C>	<C>
Other income	\$22.2	\$7.5	\$9.0
Interest expense	\$23.0	\$21.2	\$15.6
Effective income tax rate	41.5%	40.8%	42.0%

Other income increased \$14.7 million over 1995 primarily as a result of an \$11.6 million gain on the sale of the businesses comprising Health Information Services and an \$8.2 million gain recorded in connection with the second quarter sale of the Company's investment in Physician Computer Network, Inc. These gains were partially offset by lower levels of interest income.

The increase in interest expense reflects the higher levels of borrowing due to acquisitions and share repurchases.

The effective tax rate of 41.5% in 1996 was higher than 1995's rate due to the impact of non-deductible goodwill recorded at two of the Health Information Services businesses, which were divested in the fourth quarter. As a result, the \$11.6 million gain on the sales was offset by tax expense of \$9.9 million, resulting in a \$1.6 million after-tax gain (\$.01 per share).

Exclusive of the tax impact of the Health Information Services divestiture, 1996's effective tax rate was lower than 1995's due in large part to a change in the mix of foreign income between tax jurisdictions with different effective tax rates. The effective tax rate in 1997 is expected to be slightly lower than 1996's rate, due to the tax impact of the 1996 divestitures partially offset by higher tax expenses in the U.K. where most net operating loss carryforwards have been utilized.

FINANCIAL CONDITION.

The Company's financial condition remained strong during 1996. Net cash provided by operations increased from \$160.0 million to \$308.8 million. This increase resulted primarily from the receipt of \$58.0 million related to the lottery subcontract (Note 4) and the timing of payments between years for income taxes and certain other accrued expenses.

Normal capital expenditures and dividend payments were met with internally generated funds. Other significant outlays in 1996 included \$105.6 million for treasury stock purchases (Note 7) and \$152.8

-56-

million for acquisitions (Note 2). These items were financed through a combination of excess cash from operations, a net \$20.8 million cash inflow from short-term notes and long-term debt, and net proceeds of \$67.4 million from the sales of the healthcare businesses and the sale of an investment in Physician Computer Network, Inc.

Capital expenditures for 1996, exclusive of acquisitions, were \$100.2 million. Capital expenditures for 1997 are expected to be \$119 million due to continued investment in products and services and system enhancements, in addition to investments in international development and capital expenditures associated with 1996 acquisitions. Budgeted capital expenditures are expected to be met with internally generated funds. As of December 31, 1996, approximately \$52 million remains authorized under the Company's share repurchase program.

At December 31, 1996, \$490 million was available under the Company's \$550 million revolving credit facility to fund future capital requirements, including the possible purchase of the CSC collections and credit reporting businesses (Note 9). Management feels that the Company's liquidity will remain strong in both the short and long terms, and that the Company has sufficient debt capacity to finance all its capital needs, if necessary.

FORWARD-LOOKING INFORMATION.

This discussion includes forward-looking statements within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning the Company's outlook for 1997, volume and pricing trends, cost control measures and their results, the Company's expectations as to funding its capital expenditures and operations during 1997, the Company's intention to spin off its Insurance Services Group and other statements relative to future plans and strategies. These forward-looking statements reflect

management's current expectations and are based upon currently available data. Actual results are subject to future events, risks and uncertainties which could materially impact performance from that expressed or implied in these statements.

Equifax expects to post another record financial performance in 1997. To accomplish this goal, Equifax must successfully continue to implement its strategy of expanding and leveraging its core businesses in markets where it holds a substantial market share while positioning itself to exploit opportunities in the fast-growing credit economies worldwide. Equifax expects to achieve these results by growing through global expansion, acquisitions and the development of new value-added products and services. The Company will also need to continue its focus on cost containment, notwithstanding expected one-time costs associated with the spinoff of the Insurance Services Group.

In 1996, Equifax expended about one cent per share to modify computer software for compliance with Year 2000 as required by the FASB's Emerging Issues Task Force Issue No. 96-14. Year 2000 expenses will continue to impact results in 1997 (approximately \$.04 to \$.05 per share) and 1998, as Equifax plans to be Year 2000-compliant in advance of the millennium. The amount and timing of these expenses may vary as current estimates are refined.

Important factors that could cause actual results to differ materially from those expressed in the forward-looking statements include, but are not limited to, the following: a significant change in the growth rate of the overall U.S. economy, such that consumer spending and related consumer debt are materially impacted; a material decline or change in the marketing techniques of credit card issuers; unexpected pricing pressure above and beyond the levels experienced in the last several years; a significant reversal of the trend toward credit card use increasing as a percentage of total consumer expenditures; the inability of the Company to realize the expected levels of cost control and synergies from integration of

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acquisitions; risks associated with investments and operations in foreign countries, including regulatory environments, exchange rate fluctuations and local political, social and economic factors; the inability of the Company to continue its successful development and marketing of new products and services to existing and new industries; material changes in regulatory environments; the inability of the Company to accurately estimate the cost of systems preparation for Year 2000 compliance; the inability of the Company to successfully complete the spinoff of Insurance Services, due to an adverse ruling by the IRS; or a drastic negative change in market conditions or other unforeseen difficulties.

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Consolidated Balance Sheets

<TABLE>		
<CAPTION>		
(in thousands)		
December 31	1996	1995
ASSETS		
<S>		
<C>		
<C>		
Current Assets:		
Cash and cash equivalents	\$49,886	\$26,136
Accounts receivable, net of allowance for doubtful accounts of \$7,714 in 1996 and \$7,077 in 1995	305,678	258,335
Deferred income tax assets	36,999	30,594
Other current assets	44,475	51,611
Total current assets	437,038	366,676
Property and Equipment:		
Land, building and improvements	29,563	18,050
Data processing equipment and furniture	257,321	218,699
Less accumulated depreciation	164,613	148,901
	286,884	236,749
Goodwill	433,758	353,571
Purchased Data Files	87,025	74,828
Other Assets	222,692	170,772
	\$1,302,784	\$1,053,695

</TABLE>

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

<TABLE>		
<CAPTION>		
(in thousands, except par values)		
December 31	1996	1995
LIABILITIES AND SHAREHOLDERS' EQUITY		
<S>		
<C>		
<C>		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 60,490	\$ 20,384
Accounts payable	84,628	62,194
Accrued salaries and bonuses	39,276	27,919
Income taxes payable	17,659	--
Other current liabilities	172,626	140,123
Total current liabilities	374,679	250,620
Long-Term Debt, Less Current Maturities	305,992	302,665
Postretirement Benefit Obligations	79,400	80,885

Long-Term Deferred Revenue	42,964	--
Other Long-Term Liabilities	74,884	66,103
Commitments and Contingencies (Note 9)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 300,000; issued - 170,859 in 1996 and 168,812 in 1995; outstanding - 144,876 in 1996 and 147,245 in 1995	213,573	211,015
Preferred stock, \$0.01 par value; shares authorized - 10,000; issued and outstanding - none in 1996 or 1995	--	--
Paid-in capital	207,142	171,020
Retained earnings	396,340	269,986
Cumulative foreign currency translation adjustment	(3,998)	(13,777)
Treasury stock, at cost, 19,430 shares in 1996 and 14,847 shares in 1995 (Note 7)	(323,625)	(218,613)
Stock held by employee benefits trusts, at cost, 6,553 shares in 1996 and 6,719 shares in 1995 (Note 7)	(64,567)	(66,209)
Total shareholders' equity	424,865	353,422
	\$1,302,784	\$1,053,695

</TABLE>

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Consolidated Statements of Income

<TABLE>

<CAPTION>

(in thousands, except per share amounts)

Year Ended December 31	1996	1995	1994
Operating revenue	\$1,811,223	\$1,622,958	\$1,421,996
Costs and expenses:			
Costs of services	1,126,741	1,038,881	905,307
Selling, general and administrative expenses	369,751	321,231	302,582
Asset impairment (Note 3)	10,313	--	--
Credit related to lottery contract (Note 4)	--	(19,665)	--
Restructuring provision (Note 10)	--	19,572	--
Total costs and expenses	1,506,805	1,360,019	1,207,889
Operating income	304,418	262,939	214,107
Other income, net	22,181	7,471	8,994
Interest expense	23,036	21,172	15,624
Income before income taxes	303,563	249,238	207,477
Provision for income taxes	125,946	101,588	87,131
Net income	\$177,617	\$147,650	\$120,346
Weighted average common shares outstanding	145,518	151,357	148,608
Per common share:			
Net income	\$1.22	\$0.98	\$0.81
Dividends	\$0.330	\$0.315	\$0.303

</TABLE>

The accompanying notes are an integral part of these consolidated statements.

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Consolidated Statements of Shareholders' Equity

<TABLE>
<CAPTION>

(in thousands)

Year Ended December 31	1996	1995	1994
<hr/>			
<S>	<C>	<C>	<C>
Common Stock:			
Balance at beginning of year	\$211,015	\$208,471	\$206,554
Shares issued under stock plans	2,558	2,544	1,917
<hr/>			
Balance at end of year	\$213,573	\$211,015	\$208,471
<hr/>			
Paid-In Capital:			
Balance at beginning of year	\$171,020	\$145,859	\$108,807
Shares issued under stock plans	25,795	17,243	12,930
Adjustment for treasury stock reissued for acquisitions	360	884	20,267
Other	9,967	7,034	3,855
<hr/>			
Balance at end of year	\$207,142	\$171,020	\$145,859
<hr/>			
Retained Earnings:			
Balance at beginning of year	\$269,986	\$175,894	\$102,709
Net income	177,617	147,650	120,346
Cash dividends	(49,704)	(50,223)	(47,161)
Other	(1,559)	(3,335)	--
<hr/>			
Balance at end of year	\$396,340	\$269,986	\$175,894
<hr/>			
Cumulative Foreign Currency Translation Adjustment:			
Balance at beginning of year	\$(13,777)	\$(13,386)	\$(10,077)
Adjustment during year	9,779	(391)	(3,309)
<hr/>			
Balance at end of year	\$(3,998)	\$(13,777)	\$(13,386)
<hr/>			
Treasury Stock:			
Balance at beginning of year	\$(218,613)	\$(87,975)	\$(92,870)
Cost of shares repurchased	(105,550)	(132,668)	(57,985)
Cost of shares transferred to employee benefits trusts	--	--	5,912
Cost of shares reissued for acquisitions	538	2,030	56,968
<hr/>			
Balance at end of year	\$(323,625)	\$(218,613)	\$(87,975)
<hr/>			
Stock Held By Employee Benefits Trusts:			
Balance at beginning of year	\$(66,209)	\$(67,004)	\$(61,092)
Cost of shares transferred from treasury stock	--	--	(5,912)
Cost of shares reissued under stock plans	1,642	795	--
<hr/>			
Balance at end of year	\$(64,567)	\$(66,209)	\$(67,004)

</TABLE>

The accompanying notes are an integral part of these consolidated statements.

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Consolidated Statements of Cash Flows

<TABLE>
<CAPTION>

(in thousands)

Year Ended December 31	1996	1995	1994
<hr/>			

<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$ 177,617	\$ 147,650	\$ 120,346
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	85,896	77,045	66,496
Asset impairment write-off	10,313	--	--
Gain from sale of long-term investments	(8,232)	--	--
Gain from sale of businesses	(11,564)	--	--
Restructuring provision, net of cash payments	--	16,136	--
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable, net	(34,037)	(20,618)	(28,018)
Current liabilities, excluding debt	55,074	(40,585)	23,972
Other current assets	11,559	(22,479)	(5,035)
Deferred income taxes	(20,110)	10,373	(15,725)
Other long-term liabilities, excluding debt	53,351	450	569
Other assets	(11,053)	(8,024)	--

Net cash provided by operating activities	308,814	159,948	162,605

Cash flows from investing activities:			
Additions to property and equipment	(55,991)	(31,687)	(20,173)
Additions to other assets, net	(44,198)	(27,344)	(12,163)
Acquisitions, net of cash acquired	(152,763)	(14,716)	(144,528)
Investments in unconsolidated affiliates	--	(14,066)	(15,303)
Deferred payments on prior year acquisitions	--	(8,743)	--
Proceeds from sale of long-term investments	18,356	--	--
Proceeds from sale of businesses	49,081	14,868	--
Proceeds from sale of land and buildings	--	--	57,079

Net cash used by investing activities	(185,515)	(81,688)	(135,088)

Cash flows from financing activities:			
Net short-term borrowings (payments)	20,220	(44,274)	62,227
Additions to long-term debt	12,820	82,402	--
Payments on long-term debt	(12,248)	(11,462)	(2,375)
Treasury stock purchases	(105,550)	(132,668)	(57,985)
Dividends paid	(49,704)	(50,223)	(47,161)
Proceeds from exercise of stock options	25,945	16,596	11,786
Other	9,967	7,034	3,855

Net cash used by financing activities	(98,550)	(132,595)	(29,653)

Effect of foreign currency exchange rates on cash	(999)	1,062	(4,059)

Net cash provided (used)	23,750	(53,273)	(6,195)
Cash and cash equivalents, beginning of year	26,136	79,409	85,604

Cash and cash equivalents, end of year	\$ 49,886	\$ 26,136	\$ 79,409

</TABLE>

The accompanying notes are an integral part of these consolidated statements.

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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.

Nature of operations. The Company principally provides information services to businesses to help them grant credit, authorize and process credit card and check transactions, and insure lives and property. The principal lines of business are credit services, payment services and insurance services (see Note 12 for industry segment information). The principal markets for credit and payment services are retailers, banks and financial institutions, while those for insurance services are life and health and property and casualty insurance companies. The Company's operations are predominantly located within the United States. On December 9, 1996, the Company announced its intention to split into two independent publicly traded companies by spinning off its Insurance Services industry segment. The spinoff will be effected through a pro rata tax-free dividend of stock in the new company to existing Equifax shareholders and is contingent on receiving a favorable ruling from the IRS, among other things. The

timing of the distribution has not yet been finalized but is currently expected to occur mid-1997.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Property and equipment. The cost of property and equipment is depreciated primarily on a 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 predominantly over periods from 20 to 40 years. Amortization expense was \$13,111,000 in 1996, \$11,033,000 in 1995 and \$7,380,000 in 1994. As of December 31, 1996 and 1995, accumulated amortization was \$44,066,000 and \$33,761,000, 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 \$10,294,000 in 1996, \$11,029,000 in 1995 and \$11,331,000 in 1994. As of December 31, 1996 and 1995, accumulated amortization was \$74,546,000 and \$63,528,000, respectively.

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Other assets. Other assets at December 31, 1996 and 1995 consist of the following:

<TABLE>		
<CAPTION>		
(in thousands)	1996	1995

<S>	<C>	<C>
Purchased software	\$57,281	\$43,692
Systems development and other deferred costs	69,351	42,826
Investments in unconsolidated affiliates	42,615	39,998
Deferred income tax assets	15,323	4,455
Other	38,122	39,801

	\$222,692	\$170,772

</TABLE>		

Purchased software, systems development and other deferred costs are being amortized on a straight-line basis over five to ten years. Amortization expense for other assets was \$26,249,000 in 1996, \$22,390,000 in 1995 and \$18,138,000 in 1994. As of December 31, 1996 and 1995, accumulated amortization was \$92,071,000 and \$82,164,000, 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 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)	1996	1995	1994

<S>	<C>	<C>	<C>
Income taxes, net of amounts refunded	\$106,460	\$118,645	\$91,643
Interest	\$23,553	\$21,127	\$14,604
</TABLE>			

In 1996, 1995 and 1994, the Company acquired various businesses that were accounted for as purchases (Note 2). In conjunction with these transactions,

liabilities were assumed as follows:

(in thousands)	1996	1995	1994
Fair value of assets acquired	\$201,589	\$60,187	\$330,898
Cash paid for acquisitions	154,874	14,836	153,143
Value of treasury shares reissued for acquisitions	--	--	77,235
Notes and deferred payments	1,542	13,369	16,974
Liabilities assumed	\$45,173	\$31,982	\$83,546

Financial instruments. The Company's financial instruments consist primarily of cash and cash equivalents, accounts and notes receivable, accounts payable and short-term and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market value due to their short maturity. As of December 31, 1996, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$307,759,000 compared to its carrying value of \$310,976,000. During 1996, the Company did not hold any material derivative financial instruments.

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2. ACQUISITIONS AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES.

During 1996, 1995 and 1994, the Company acquired or made equity investments in the following businesses:

Business	Date Acquired	Industry Segment	Percentage Ownership
CUNA Service Group, Inc.	December 1996	Payment Services	100.0%
Creditel of Canada Limited	September 1996	International	100.0%
CDB Infotek	August 1996	Insurance	70.0%
Transax plc (U.K.)	June 1996	International	100.0% /1/
Collective Credit Bureaus Ltd. (Canada)	May 1996	International	100.0%
Professional Test Administrators, Inc.	April 1996	Insurance	100.0%
Market Knowledge, Inc.	January 1996	Credit	100.0%
DICOM S.A. (Chile)	December 1995	International	50.0% /2/
TecniCob S.A. (France)	July 1995	Payment Services	100.0%
The Infocheck Group Limited (U.K.)	July 1995	International	100.0%
UCB Services, Inc.	April 1995	Credit	100.0%
Medical Review Systems, L.P.	March 1995	General	100.0% /4/
Vallance and Associates, Inc.	February 1995	Insurance	100.0%
Osborn Laboratories, Inc.	November 1994	Insurance	100.0%
UAPT-Infolink plc (U.K.)	October 1994	International	100.0%
Electronic Tabulating Service	September 1994	General	100.0% /4/
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% /4/
Programming Resources Company	April 1994	Insurance	100.0%
Transax plc (U.K.)	April 1994	International	50.1% /3/
Charlotte Credit Bureau	February 1994	Credit	100.0%
Cooperative Healthcare Networks	January 1994	General	100.0% /4/

/1/Increased to 100.0% from the 50.1% ownership position acquired in 1994 and 1992.

/2/Increased to 50.0% from the 25.0% ownership position acquired in 1994.

/3/Increased to 50.1% from the 20.0% ownership position acquired in 1992.

/4/Divested in the fourth quarter, 1996 (Note 3).

In 1996, in addition to the businesses above, the Company acquired the credit files of seven credit bureaus located in the United States. These business and credit file acquisitions were accounted for as purchases, and had an aggregate purchase price of \$156,416,000, with \$102,847,000 allocated to goodwill, \$21,531,000 to purchased data files, and \$35,903,000 to other assets (primarily purchased software).

Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$154,874,000 and notes payable to sellers

of \$1,542,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance.

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The 1995 acquisitions of greater than 50% ownership were accounted for as purchases, and had an aggregate purchase price of \$28,205,000, with \$33,147,000 allocated to goodwill and \$11,337,000 to other assets (primarily purchased software). Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material. They were purchased using a combination of cash totaling \$14,836,000 and notes payable to sellers of \$13,369,000. Additional consideration may be paid for certain of the acquisitions based on their future operating performance.

During 1995, the Company increased its investment in DICOM S.A. from 25% to 50% at a total cost of \$11,502,000, and made investments in several other unconsolidated affiliates totaling \$2,564,000. These investments, accounted for under the equity method, were purchased with cash and recorded as other assets.

The 1994 acquisitions of greater than 50% 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 operations 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.

The 1994 acquisitions of less than 50% ownership were 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.

3. ASSET IMPAIRMENT AND DIVESTITURES.

In accordance with Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," in June 1996 the Company recorded a pre-tax loss of \$10,313,000 to write off certain intangible assets in the Healthcare Administrative Services business unit in its General Information Services segment.

During the fourth quarter of 1996, the Company sold all of the healthcare information business units from its General Information Services industry segment. Cash proceeds, net of related divestiture costs, totaled \$49,081,000 and resulted in an \$11,564,000 gain recorded in other income (\$1,631,000 after tax, or \$.01 per share).

During the third quarter of 1995, the Company sold its two market research businesses in the General Information Services segment, Elrick & Lavidge and Quick Test. Cash proceeds from these sales totaled \$14,868,000 and resulted in an immaterial gain, recorded in other income.

4. LOTTERY CONTRACT DISPUTE, LITIGATION AND SETTLEMENT.

High Integrity Systems, Inc. (HISI), a Company subsidiary, entered into a contract in July 1992 to provide lottery services to the state of California, whereby 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

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County, California, with said complaint amended May 7, 1993, naming Equifax Inc., et al. and Federal Insurance Company as additional defendants. The CSL sought unspecified damages for alleged breach of contract and injunctive relief. 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 alleging breach of contract and seeking recovery of the reasonable value of the labor and materials expended on behalf of the CSL based on the theory of quantum meruit and unjust enrichment.

In September 1993, the Company recorded a provision of \$48,438,000 (\$30,939,000 after tax, or \$.21 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.

On July 14, 1995, the CSL and HISI jointly announced a renewed business agreement which allowed the litigation between the parties to be settled pending execution of the terms of the contract. On November 9, 1995, the CSL and HISI finalized the terms of the reinstated contract. The final settlement was

approved by the trial court on December 19, 1995, and provides that the CSL and HISI shall file dismissals with prejudice of their respective claims no later than 365 days following the trial courts approval. The CSL and HISI dismissals with prejudice of their respective claims were entered by the court on December 17, 1996.

The settlement provides for a reinstated contract whereby HISI will install its system to automate the processing of instant lottery tickets, with the CSL purchasing 6,700 terminals and related security hardware, and licensing various software applications developed to support the system from HISI for \$25,000,000. In the fourth quarter of 1995, the Company recorded a credit of \$19,665,000 (\$11,996,000 after tax, or \$.08 per share) to reflect the financial impact of this settlement net of related legal expenses and additional costs to be incurred by the Company to complete the system software and install the terminals. Under the reinstated contract, HISI will initially install a minimum of 6,000 terminals with HISI retaining an option to install up to 4,000 additional terminal locations, with CSL approval. HISI is also guaranteed to receive 66 months of revenue for each of the 6,000 terminals at the rate of 5% on each dollar of lottery ticket sales occurring from each terminal. If HISI completes the system and acceptance testing within specified dates, an incentive payment of up to \$4,000,000 may be earned. HISI and the CSL have established an oversight committee and engaged an independent technical adviser who will consult in the design and implementation of acceptance testing and start-up activities.

On February 6, 1996, HISI and GTECH Corporation (GTECH) entered into an agreement whereby HISI subcontracted many of its obligations under the reinstated contract to GTECH. This subcontract provides for a one-time payment of \$58,000,000 by GTECH to HISI, and also provides that future payments received by HISI from the CSL for lottery ticket sales and incentives earned be paid to GTECH. The Company received the \$58,000,000 payment from GTECH and recognized \$5,400,000 in revenue related to the subcontract in 1996. The \$52,600,000 remaining balance will be recognized as revenue over the term of the reinstated CSL contract, net of related expenses. The current portion of the remaining balance is included in other current liabilities, and the non-current portion is recorded as long-term deferred revenue.

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5. LONG-TERM DEBT AND SHORT-TERM BORROWINGS.

Long-term debt at December 31, 1996 and 1995 is as follows:

<TABLE> <CAPTION> (in thousands)	1996	1995
<S>	<C>	<C>
Senior Notes, 6.5%, due 2003, net of unamortized discount of \$663 in 1996 and \$765 in 1995	\$199,337	\$199,235
Borrowings under revolving credit facility, varying interest rate, 5.89% at December 31, 1996	60,000	--
Term loan, varying interest rate, repaid in 1996	--	50,000
Term loan, denominated in Pounds Sterling, varying interest rate, 6.63% at December 31, 1996, due 2000	34,250	31,890
Other	17,389	23,541
	310,976	304,666
Less current maturities	4,984	2,001
	\$305,992	\$302,665

</TABLE>

The Company has available a committed \$550 million revolving credit facility with a group of commercial banks that expires August 2000. The agreement provides interest rate options tied to Base Rate, LIBOR, or Money Market indexes, and contains certain financial covenants related to fixed charge coverage, funded debt to cash flow and limitations on subsidiary indebtedness.

Scheduled maturities of long-term debt during the five years subsequent to December 31, 1996, are as follows: \$4,984,000 in 1997, \$9,960,000 in 1998, \$2,164,000 in 1999, \$94,361,000 in 2000 and none in 2001.

Short-term borrowings at December 31, 1996, consist of \$55,506,000 in notes payable to banks, and have a weighted average interest rate of 6.40%. These notes are primarily denominated in Pounds Sterling.

6. 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:

(in thousands)	1996	1995	1994

<S>	<C>	<C>	<C>
Current:			
Federal	\$117,905	\$69,274	\$75,736
State	18,872	14,548	13,904
Foreign	8,423	7,914	10,713

	145,200	91,736	100,353

Deferred:			
Federal	(20,111)	8,161	(10,774)
State	(827)	1,163	(1,437)
Foreign	1,684	528	(1,011)

	(19,254)	9,852	(13,222)

Total	\$125,946	\$101,588	\$87,131

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

(in thousands)	1996	1995	1994

United States	\$274,139	\$232,871	\$191,332
Foreign	29,424	16,367	16,145

	\$303,563	\$249,238	\$207,477

<CAPTION>

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

(dollars in thousands)	1996	1995	1994

Federal statutory rate	35.0%	35.0%	35.0%

Provision computed at federal statutory rate	\$106,247	\$ 87,233	\$ 72,617
State and local taxes, net of federal tax benefit	11,729	10,212	8,104
Other	7,970	4,143	6,410

	\$125,946	\$101,588	\$ 87,131

<CAPTION>

Components of the Company's deferred income tax assets and liabilities at December 31, 1996 and 1995, are as follows:

(in thousands)	1996	1995

Deferred income tax assets:		
Reserves and accrued expenses	\$ 37,312	\$ 32,720
Postretirement benefits	31,668	32,868
Employee compensation programs	21,202	15,561
Deferred revenue	20,532	700
Other	15,711	11,757

	126,425	93,606

Deferred income tax liabilities:		
Data files and other assets	(53,352)	(41,300)
Depreciation	(4,354)	(4,401)
Pension expense	(5,301)	(7,128)
Safe harbor lease agreements	(1,780)	(3,557)
Other	(15,973)	(11,419)

	(80,760)	(67,805)

Net deferred income tax asset	\$ 45,665	\$ 25,801
-------------------------------	-----------	-----------

<CAPTION>

The Company's deferred income tax assets and liabilities at December 31, 1996 and 1995, are included in the balance sheet as follows:

(in thousands)	1996	1995
<S>	<C>	<C>
Deferred income tax assets	\$36,999	\$30,594
Other assets	15,323	4,454
Other long-term liabilities	(6,657)	(9,247)
Net deferred income tax asset	\$45,665	\$25,801

</TABLE>

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$109,047,000 at December 31, 1996. No provision for Canadian withholding taxes or United States federal income taxes is made on these 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 \$6,543,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

7. SHAREHOLDERS EQUITY.

Common and preferred stock. In May 1996 the Company's shareholders approved a Board of Directors resolution that increased the authorized common stock of the Company from 250 million to 300 million shares. The shareholders also approved another Board of Directors resolution to authorize 10 million shares of blank check preferred stock.

Stock split and rights plan. In October 1995, the Company's Board of Directors approved a two-for-one stock split payable December 15, 1995, to shareholders of record on November 24, 1995. Accordingly, all share and per share data have been restated to give effect to this split.

Also in October 1995, the Company's Board of Directors adopted a Shareholder Rights Plan (Rights Plan). The Rights Plan contains provisions to protect the Company's shareholders in the event of an unsolicited offer to acquire the Company, including offers that do not treat all shareholders equally, the acquisition in the open market of shares constituting control without offering fair value to all shareholders, and other coercive, unfair or inadequate takeover bids and practices that could impair the ability of the Board of Directors to represent shareholders' interests fully. Pursuant to the Rights Plan, the Board of Directors declared a dividend of one Share Purchase Right (a Right) for each outstanding share of the Company's common stock, with distribution to be made to shareholders of record as of November 24, 1995. The Rights, which will expire in November 2005, initially will be represented by, and trade together with, the Company's common stock. The Rights are not currently exercisable and do not become exercisable unless certain triggering events occur. Among the triggering events is the acquisition of 20% or more of the Company's common stock by a person or group of affiliated or associated persons. Unless previously redeemed, upon the occurrence of one of the specified triggering events, each Right that is not held by the 20% or more shareholder will entitle its holder to purchase one share of common stock or, under certain circumstances, additional shares of common stock at a discounted price.

Treasury shares. During 1996, 1995 and 1994, the Company repurchased 4,614,000, 6,847,000 and 4,780,000, respectively, of its own common shares through open market transactions at an aggregate cost of \$105,550,000, \$132,668,000 and \$57,985,000, respectively. During 1995, the Company's Board of Directors authorized an additional \$250,000,000 in share repurchases, and at December 31, 1996, approximately \$52,000,000 remained available for future purchases. During 1994, the Company reissued 5,417,000 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 6,200,000 treasury shares to the Trust. During the first quarter of 1994, the Company transferred 600,000 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. During 1996 and 1995, 166,702 and 80,720 shares, respectively, were transferred from the Employee Stock Benefits Trust and used for performance share awards, stock option exercises and restricted share

grants.

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 employees at exercise prices not less than market value on the date of grant. Generally, options vest proportionately over a four-year period and are exercisable for ten years from grant date. Grants in 1995 included 2,913,000 options awarded under programs that included essentially all full-time salaried employees. Those grants all vested in 1996 and are exercisable through January 2000. Certain of the plans also provide for awards of restricted shares of the Company's common stock. At December 31, 1996, there were 4,965,000 shares available for future option grants and restricted stock awards.

A summary of changes in outstanding options and the related weighted average exercise price per share is as follows (shares in thousands):

<TABLE>

<CAPTION>

	1996		1995		1994	
	Shares	Avg. Price	Shares	Avg. Price	Shares	Avg. Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, beginning of year	7,987	\$12.21	5,874	\$ 9.98	6,270	\$ 9.28
Granted:						
At market price	915	\$18.78	4,799	\$14.33	1,376	\$12.36
In excess of market price	1,092	\$25.14	--	--	--	--
Canceled	(382)	\$14.51	(848)	\$13.29	(354)	\$ 9.95
Exercised	(2,086)	\$12.73	(1,838)	\$10.06	(1,418)	\$ 9.25
Balance, end of year	7,526	\$14.62	7,987	\$12.21	5,874	\$ 9.98
Exercisable at end of year	4,412	\$13.30	2,561	\$ 9.87	2,670	\$ 9.26

</TABLE>

The following table summarizes information about stock options outstanding at December 31, 1996 (shares in thousands):

<TABLE>

<CAPTION>

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Shares	Wgt'd. Avg. Remaining Contractual Life In Years	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
<S>	<C>	<C>	<C>	<C>	<C>
\$5.74-\$9.44	1,157	4.2	\$ 8.55	1,157	\$ 8.55
\$9.94-\$14.13	2,068	6.0	\$11.11	1,411	\$10.90
\$14.31-\$16.25	2,367	6.1	\$14.34	1,289	\$14.34
\$18.63-\$27.94	1,934	9.0	\$22.34	555	\$26.92
	7,526	6.5	\$14.62	4,412	\$13.30

<CAPTION>

The weighted average grant date fair value per share of options granted in 1996 and 1995 is as follows:

	1996	1995
<S>	<C>	<C>
Grants at market price	\$ 6.91	\$ 3.46
Grants in excess of market price	\$ 4.21	--

The fair value of each option granted in 1996 and 1995 is estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

<TABLE>

<CAPTION>

	1996	1995
<S>	<C>	<C>
Dividend yield	1.8%	2.2%
Expected volatility	42.3%	33.1%
Risk-free interest rate	5.1%	7.3%
Expected life in years	4.1	2.8

Performance share plan. The Company has a performance share plan for certain key officers that 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 based on the Company's common stock price at the end of the measurement period. The total expense under the plan was \$11,200,000 in 1996, \$9,870,000 in 1995 and \$3,987,000 in 1994. At December 31, 1996, 878,619 shares of common stock were available for future awards under the

plan. Other information regarding performance share units is presented below:

	1996	1995
Units awarded	356,000	366,000
Award date fair value per unit	\$ 18.63	\$ 14.31
Units outstanding, end of year	893,028	988,332

Pro forma information. During 1996 the Company adopted Statement of Financial Accounting Standards (SFAS) No. 123, "Accounting for Stock-Based Compensation." In accordance with the provisions of SFAS No. 123, the Company has elected to apply APB Opinion No. 25 and related Interpretations in accounting for its stock option and performance share plans. Accordingly, the Company does not recognize compensation cost in connection with its stock option plans, and records compensation expense related to its performance share plan based on the current market price of the Company's common stock and the extent to which performance criteria are being met. If the Company had elected to recognize compensation cost for these plans based on the fair value at grant date as prescribed by SFAS No. 123, net income and net income per share would have been reduced to the pro forma amounts indicated in the table below (in thousands, except per share amounts):

	1996		1995	
	Reported	Pro forma	Reported	Pro forma
Net income	\$177,617	\$172,787	\$147,650	\$140,798
Net income per share	\$ 1.22	\$ 1.19	\$ 0.98	\$ 0.93

Because the SFAS No. 123 fair value disclosure requirements apply only to options and performance share units granted after December 31, 1994, the resulting pro forma compensation cost may not be representative of that to be expected in future years.

8. 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 \$8,350,000 in 1996, \$7,275,000 in 1995 and \$7,143,000 in 1994.

U.S. retirement plan. The following table sets forth the U.S. plan's funded status at December 31, 1996 and 1995:

(in thousands)	1996	1995
Accumulated plan benefits:		
Vested benefits	\$328,496	\$320,784
Nonvested benefits	9,487	10,286
	337,983	331,070
Effect of projected future compensation levels	27,220	41,680
Projected benefit obligation	365,203	372,750
Plan assets at fair value	373,362	332,726
Plan assets in excess of (less than) projected benefit obligation	8,159	(40,024)
Unrecognized net (gains) losses	(3,653)	38,610
Prior service cost not yet recognized in period		
pension cost	4,850	6,488
Net asset at transition being amortized	(62)	(528)
Prepaid pension cost	\$ 9,294	\$ 4,546

The plan's assets consist primarily of listed common stocks and fixed income obligations. At December 31, 1996, the plans assets included 980,355 shares of the Company's common stock with a market value of approximately \$30,023,000.

Pension expense for the plan includes the following components:

<TABLE>

<CAPTION>

(in thousands)	1996	1995	1994
<S>	<C>	<C>	<C>
Service cost	\$ 7,465	\$ 5,627	\$ 7,694
Interest cost on projected benefit obligation	26,692	26,805	24,058
Actual return on plan assets	(53,065)	(58,539)	(2,064)
Net amortization and deferrals	26,960	32,995	(23,168)
Pension expense	\$ 8,052	\$ 6,888	\$ 6,520

</TABLE>

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

<TABLE>

<CAPTION>

	1996	1995	1994
<S>	<C>	<C>	<C>
Discount rate used to determine projected benefit obligation at December 31	7.5%	7.25%	8.75%
Rate of increase in future compensation levels	4.25%	4.25%	5.0%
Expected long-term rate of return on plan assets	9.5%	9.5%	9.0%

</TABLE>

Canadian retirement plan. The Company's Canadian subsidiaries also have a retirement plan that covers approximately 800 employees. The plans assets consist primarily of fixed income obligations and equity securities, and their aggregate fair market value approximates the projected benefit obligation at December 31, 1996.

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 \$3,517,000 in 1996, \$2,982,000 in 1995 and \$2,609,000 in 1994. The accrued liability for this plan at December 31, 1996 and 1995, was \$24,379,000 and \$20,926,000, respectively, and is included in other long-term liabilities in the accompanying balance sheets.

Employee retirement savings plans. The Company's retirement savings plans provide 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. The expense for these plans was \$4,544,000 in 1996, \$4,454,000 in 1995 and \$4,739,000 in 1994.

Postretirement benefits. The Company provides certain healthcare and life insurance benefits for eligible retired employees. Healthcare 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 plans status at December 31, 1996 and 1995:

<TABLE>

<CAPTION>

(in thousands)	1996	1995
<S>	<C>	<C>
Accumulated postretirement benefit obligation:		
Retirees	\$ 64,097	\$ 71,581
Fully eligible active plan participants	6,391	9,730
Other active participants	8,556	10,340
Plan assets at fair value	79,044	91,651
Accumulated benefit obligation in excess of plan assets	(79,044)	(91,651)
Unrecognized prior service credit due to plan amendments	(11,930)	(10,103)
Unrecognized net losses	8,274	17,462

	(82,700)	(84,292)
Less current portion	(3,300)	(3,407)
Accrued postretirement benefit obligation	\$ (79,400)	\$ (80,885)

<CAPTION>

Net periodic postretirement benefit expense includes the following components:

(in thousands)	1996	1995	1994
<S>	<C>	<C>	<C>
Service cost	\$ 1,824	\$ 2,079	\$ 2,264
Interest cost on accumulated benefit obligation	5,418	6,439	5,908
Amortization of prior service credit	(3,913)	(3,315)	(3,839)
Amortization of losses	174	--	656
Net periodic postretirement benefit expense	\$ 3,503	\$ 5,203	\$ 4,989

</TABLE>

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

<TABLE>

<CAPTION>

	1996	1995	1994
<S>	<C>	<C>	<C>
Discount rate used to determine accumulated postretirement benefit obligation at December 31	7.5%	7.25%	8.75%
Initial healthcare cost trend rate	10.5%	11.0%	11.0%
Ultimate healthcare cost trend rate	6.0%	6.0%	6.0%
Year ultimate healthcare cost trend rate reached	2005	2005	2005

</TABLE>

If the healthcare cost trend rate were increased 1% for all future years, the accumulated postretirement benefit obligation as of December 31, 1996, would have increased 12.2 percent. The effect of such a change on the aggregate of service and interest cost for 1996 would have been an increase of 8.4 percent.

The Company continues to evaluate ways in which it can better manage these benefits and control their 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.

9. COMMITMENTS AND CONTINGENCIES.

Leases. The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$52,796,000 in 1996, \$46,898,000 in 1995 and \$46,534,000 in 1994. In March 1994 the Company sold and leased back under operating leases certain land and buildings. The net sales price of \$55.1 million approximated the net book value of the related assets.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 1996:

<TABLE>

<CAPTION>

(in thousands)	Amount
<S>	<C>
1997	\$ 37,546
1998	31,150
1999	24,928
2000	20,242
2001	16,665
Thereafter	107,931
	\$238,462

</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, 1998, at the price determined by certain financial formulas, and after July 31, 1998, at appraised value. The Company currently estimates the option price determined by the financial formulas to be approximately \$400 million. In its annual report for the fiscal year ended March 29, 1996, CSC stated that the option price "approached \$500 million at March 29, 1996." The Company periodically evaluates the estimated fair value of the CSC collection and credit reporting businesses using estimates of their discounted cash flows. Based on this analysis, at December 31, 1996, the fair value of these businesses is not less than their potential purchase price.

Data processing services agreement. In April 1993, the Company entered into a ten-year agreement to outsource a portion of its computer data processing operations and related functions to Integrated Systems Solutions Corporation (ISSC), a subsidiary of IBM. The Company currently estimates the future annual obligation under this agreement to be approximately \$70,000,000 per year, although this amount could be more or less depending upon various factors such as the inflation rate, the introduction of significant new technologies or 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.

Change in control agreements. The Company has 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% 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 and restricted stock plans provide 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 and certain other criteria. At December 31, 1996, the maximum contingent liability under the agreements and plans was approximately \$26,146,000.

Litigation. 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.

10. RESTRUCTURING.

In the fourth quarter of 1995, the Company initiated a restructuring program designed to streamline operations by reducing staffing levels and consolidating facilities. Staffing levels were reduced by approximately 750 employees primarily in the Insurance Services, General Information Services and Credit Services Segments. The total cost of this program was \$19,572,000 (\$11,939,000 net of tax, or \$.08 per share). Components of the restructuring provision and utilization through December 31, 1996, are as follows:

<TABLE>
<CAPTION>

(in thousands)	Severance & Termination Benefits	Asset Write-offs	Lease Costs	Total
<S>	<C>	<C>	<C>	<C>
Original provision	\$13,813	\$ 2,994	\$ 2,765	\$ 19,572
Utilized in 1995	(2,521)	(2,994)	(915)	(6,430)
Balance, December 31, 1995	11,292	--	1,850	13,142
Utilized in 1996	(9,470)	--	(1,652)	(11,122)
Balance, December 31, 1996	\$ 1,822	\$ --	\$ 198	\$ 2,020

</TABLE>

The reserve balance at December 31, 1996, is included in other current liabilities in the accompanying balance sheets.

11. QUARTERLY FINANCIAL DATA (UNAUDITED).

Quarterly operating revenue and operating income by industry segment and other summarized quarterly financial data for 1996 and 1995 are as follows (in thousands, except per share amounts):

Operating revenue:						
Credit Services	\$580,905	32%	\$512,723	32%	\$476,397	34%
Payment Services	339,326	19	284,382	17	246,597	17
International Operations	243,343	13	211,044	13	143,371	10
Insurance Services	587,116	33	516,946	32	453,409	32
General Information Services	60,533	3	97,863	6	102,222	7

	\$1,811,223	100%	\$1,622,958	100%	\$1,421,996	100%

Operating income (loss):						
Credit Services	\$203,808	59%	\$176,864	59%	\$149,867	61%
Payment Services	66,881	19	63,460	21	57,460	24
International Operations	34,305	10	19,959	7	16,458	7
Insurance Services	50,706	15	34,721	12	18,504	8
General Information Services	(9,180)	(3)	3,512	1	1,024	--

Operating Contribution	346,520	100%	298,516	100%	243,313	100%
General Corporate Expense	(42,102)		(35,577)		(29,206)	

	\$304,418		\$262,939		\$214,107	

Identifiable assets at December 31:						
Credit Services	\$345,432	27%	\$298,095	28%	\$293,947	29%
Payment Services	200,479	15	122,925	12	115,929	11
International Operations	369,430	28	307,864	29	293,318	29
Insurance Services	281,141	22	171,499	16	171,904	17
General Information Services	14,155	1	82,874	8	84,352	8
Corporate	92,147	7	70,438	7	61,724	6

	\$1,302,784	100%	\$1,053,695	100%	\$1,021,174	100%

</TABLE>

Description of Segments:

Credit Services: Consumer credit reporting information; credit card marketing services; risk management and collection services; locate services; fraud detection and prevention services; mortgage loan origination information; and PC-based marketing systems, geo-demographic systems and mapping tools.

Payment Services: Check warranty and verification services; credit and debit card authorization and processing; credit card marketing enhancement; and software products for managing credit card operations.

International Operations: In Canada, consumer and business credit reporting information; accounts receivable; collection services; and check warranty services. In Europe (primarily the United Kingdom), credit reporting and marketing services; credit scoring and modeling services; check warranty services; and auto lien information. In South America, credit information services and commercial, financial and medical information.

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Insurance 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; on-line public record information; and employment evaluation services.

General Information Services: Healthcare Information Services, divested in the fourth quarter of 1996, included electronic claims processing; physician profiling; claims auditing; claims analysis, administration and utilization management; electronic remittance; hospital bill audits; and medical credentials verification. Marketing Services, divested in August 1995, included research and analysis and custom opinion surveys.

Note 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)	1996	1995	1994

<S>	<C>	<C>	<C>
Credit Services	\$28,439	\$26,624	\$29,412
Payment Services	9,522	7,000	4,970

International Operations	19,762	16,844	10,986
Insurance Services	18,456	13,514	10,680
General Information Services	6,306	9,361	6,990
Corporate	3,411	3,702	3,458
	-----	-----	-----
	\$85,896	\$77,045	\$66,496
	-----	-----	-----

</TABLE>

4. Capital expenditures by industry segment, excluding property and equipment and other assets acquired in acquisitions, are as follows:

<TABLE>
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(in thousands)	1996	1995	1994
	-----	-----	-----
<S>	<C>	<C>	<C>
Credit Services	\$ 27,849	\$ 8,225	\$ 7,251
Payment Services	32,581	12,719	9,422
International Operations	7,342	4,125	5,306
Insurance Services	22,243	9,487	5,734
General Information Services	1,740	16,800	3,277
Corporate	8,434	7,675	1,346
	-----	-----	-----
	\$100,189	\$59,031	\$32,336
	-----	-----	-----

</TABLE>

5. In the second quarter of 1996, the Company recorded a loss related to the impairment of certain assets (Note 3). In the fourth quarter of 1995, the Company recorded a restructuring provision (Note 10) and a settlement with the California State Lottery (Note 4). Operating income by industry segment decreased (increased) as a result of these items as follows:

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<TABLE>
<CAPTION>

	1996	1995		
	----	-----	-----	
(in thousands)	Asset	Restructuring	Lottery	
Total	Impairment	Provision	Settlement	
	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Credit Services	\$ --	\$3,243	\$ --	
\$3,243				
Payment Services	--	521	--	
521				
International Operations	--	1,716	--	
1,716				
Insurance Services	--	9,150	--	
9,150				
General Information Services	10,313	4,442	(19,665)	
(15,223)				
Corporate	--	500	--	
500				
	-----	-----	-----	-----
	\$10,313	\$19,572	\$(19,665)	
	-----	-----	-----	-----
	\$ (93)			
	-----	-----	-----	-----

</TABLE>

6. Financial information by geographic area is as follows:

<TABLE>
<CAPTION>

	1996	1995		1994	
	-----	-----	-----	-----	-----
(dollars in thousands)	Amount	%	Amount	%	Amount
%					
	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>
<C>					

Revenue:						
United States	\$1,558,656	86%	\$1,405,560	87%	\$1,277,196	90%
Canada	85,832	5	78,952	5	78,277	5
Europe	166,735	9	138,446	8	66,523	5

	\$1,811,223	100%	\$1,622,958	100%	\$1,421,996	100%

Operating contribution (loss):						
United States	\$308,650	89%	\$277,070	93%	\$228,280	94%
Canada	16,551	5	15,065	5	15,476	6
Europe	18,077	5	5,389	2	(851)	--
South America	4,340	1	992	--	408	--
Other	(1,098)	--	--	--	--	--

	\$346,520	100%	\$298,516	100%	\$243,313	100%

Identifiable assets at December 31:						
United States	\$925,182	71%	\$737,575	70%	\$723,466	71%
Canada	87,533	7	70,984	7	109,004	11
Europe	257,564	20	217,903	21	173,054	17
South America	31,873	2	27,233	2	15,650	1
Other	632					

	\$1,302,784	100%	\$1,053,695	100%	\$1,021,174	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, 1996 and 1995, and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 1996. 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 misstatements. 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, 1996 and 1995, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

/s/ARTHUR ANDERSEN LLP

Atlanta, Georgia
February 14, 1997

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SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock of the following subsidiaries as of March 20, 1997 (all of which are included in the consolidated financial statements):

Name of Subsidiary - -----	State or Country of Incorporation -----
Info Inc.	Georgia
Acrofax Inc.	Canada
Admast Tax Free Shopping Ltd./ (24) /	United Kingdom
Brentorian Ltd./ (17) /	United Kingdom
Callcheck Chargecard Ltd./ (19) /	United Kingdom
CBI Ventures, Inc./ (6) /	Georgia
Central Credit Services Ltd./ (22) /	Scotland
Computacheck Ltd./ (19) /	United Kingdom
Computer Ventures, Inc./ (6) /	Delaware
Corporate Investigation UK Ltd./ (22) /	United Kingdom
Credence, Inc.	Georgia
Credit Northwest Corporation/ (6) /	Washington
Credit Union Card Services, Inc./ (5) /	Wisconsin
Dart Telemarketing Ltd./ (17) /	United Kingdom
Decision (PTY) Ltd./ (23) /	South Africa
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Card Services, Inc./ (12) /	Florida
Equifax Card Services (Madison), Inc./ (4) /	Wisconsin
Equifax Check Services, Inc./ (12) /	Delaware
Name of Subsidiary - -----	State or Country of Incorporation -----
Equifax Credit Information Services, Inc.	Georgia
Equifax Decision Systems B.V.	Netherlands
Equifax de Mexico Sociedad de Informacion Creditica, S.A./ (9) (10) /	Mexico
Equifax Europe Ltd.	Georgia
Equifax Europe Ltd./ (8) /	United Kingdom
Equifax Europe (U.K.) Ltd./ (7) /	United Kingdom
Equifax Government and Special Systems, Inc.	Georgia
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax India Private Ltd./ (3) /	India
Equifax Information Technology, Inc.	Georgia
Equifax Investments (Mexico) Inc.	Georgia

Equifax Investments (U.S.) Inc.	Georgia
Equifax Luxembourg S.A./ (1) (8) /	Luxembourg
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Marketing Decision Systems, Inc.	Georgia
Equifax Mauritius Private Limited/ (3) /	Mauritius
Equifax Payment Services, Inc./ (20) /	Delaware
Equifax Properties, Inc.	Georgia
Equifax-Rochester, Inc./ (6) /	New York
Equifax Services Inc.	Georgia
Equifax South America, Inc.	Georgia
Equifax U.K. Finance Ltd./ (11) /	United Kingdom
	State or Country of Incorporation
Name of Subsidiary - -----	-----
Equifax U.K. Finance (No. 2)/ (25) /	United Kingdom
Equifax Ventures, Inc.	Georgia
Financial Institution Benefit Association, Inc./ (12) /	District of Columbia
Financial Insurance Marketing Group, Inc./ (12) /	District of Columbia
First Bankcard Systems, Inc.	Georgia
Freightcheck Information Services Limited/ (19) /	United Kingdom
Global Scan Investments Ltd./ (14) /	United Kingdom
Global Scan Ltd./ (19) /	United Kingdom
Global Scan (USA), Inc./ (15) /	Delaware
High Integrity Systems, Inc./ (12) /	California
H.P. Information plc/ (23) /	United Kingdom
H.P.I. Ltd./ (16) /	United Kingdom
Infocheck Computer Services Ltd./ (19) /	United Kingdom
Infocheck Credit Indemnity Ltd./ (19) /	United Kingdom
Infocheck Direct Ltd./ (19) /	United Kingdom
Infocheck Financial Analysis Ltd./ (19) /	United Kingdom
Infocheck Insurance Services Ltd./ (19) /	United Kingdom
Infocheck On Line Ltd./ (19) /	United Kingdom
Infocheck Online Scotland Ltd./ (19) /	Scotland
Infocheck Training Services Ltd./ (19) /	United Kingdom
Infocredit Ltd./ (19) /	United Kingdom
Infolink Decision Services Ltd./ (23) /	United Kingdom
Infolink Ltd./ (23) /	United Kingdom
	State or Country of Incorporation
Name of Subsidiary - -----	-----
Intelligent Terminals Ltd./ (17) /	United Kingdom
Intellisys, Inc./ (13) /	Georgia
Knowledgeline Ltd./ (17) /	United Kingdom

Light Signatures, Inc./(12)/	California
Market Knowledge, Incorporated/(6)/	Illinois
Mid-American Technologies, Inc./(18)/	Kansas
Mutual Indemnity Ltd.	Bermuda
Osborn Laboratories, Inc.	Delaware
Osborn Laboratories (Canada) Inc./(18)/	Canada
PRC Corporation/(13)/	Georgia
Precision Marketing International Ltd./(8)/	United Kingdom
Professional Test Administrators, Inc./(13)/	Illinois
Retail Credit Management Ltd./(22)/	United Kingdom
School House U.K. Ltd./(22)/	United Kingdom
Scorelink Ltd./(17)/	United Kingdom
S.S.R. Ltd./(16)/	United Kingdom
Stewardship, Inc./(6)/	Mississippi
Taxback Ltd./(24)/	United Kingdom
TecniCob S.A./(7) (8)/	France
The Equifax Database Company Ltd./(7)/	Ireland
The Infocheck Group Ltd./(8)/	United Kingdom
The Kit Factory, Inc./(18)/	Kansas
The Quantum Card Ltd./(19)/	United Kingdom
Name of Subsidiary	State or Country of Incorporation
- - - - -	- - - - -
T.I. Holding Corp.	Delaware
Transax Australia plc/(22)/	United Kingdom
Transax France plc/(22)/	United Kingdom
Transax (Ireland) plc/(22)/	Ireland
Transax Ltd./(22)/	New Zealand
Transax plc./(8)/	United Kingdom
Transax pty Ltd./(22)/	Australia
Transax S.N.C./(2) (21)/	France
UAPT-Infolink, plc/(8)/	United Kingdom
Vivat plc/(22)/	United Kingdom
Wincheck Ltd./(19)/	United Kingdom

In addition, Registrant's subsidiary Equifax Services Inc. owns 70% of the stock of CDB Infotek (California). CDB Infotek owns 100% of the stock of Charles E. Simon & Company (Delaware) and Innovative Data Services, Inc. (Delaware).

Registrant's Canadian subsidiary Acrofax Inc. owns 84% of the stock of Equifax Canada Inc. (Canada). Equifax Canada Inc. owns 100% of the stock of Telecredit Canada, Inc., Equifax Canada (AFX) Inc. (Canadian corporations). In addition, the Company also manages Equifax Accounts Receivable Services, Inc.

Registrant's subsidiary Equifax South America, Inc. owns 33% of the stock of Organizacion Veraz, S.A. (Argentina), and, also, owns 99% of the stock of Equifax de Chile, S.A. (Chile). Equifax de Chile, S.A. owns 50% of the stock of TICSА (Chile) and 50% of the stock of Dicom S.A. (Chile). Dicom S.A. owns 99% of the stock of Cobranza Integral S.A. (Chile), 50% of Covidata S.A. (Columbia), 100% of Dial S.A. (Argentina), 100% of Dicom Comercial Ltda. (Chile), 50% of Dicom Dominicana (Dominican Republic), 60% of Global Data Servicios Integrados de Informacion S.A. (Ecuador), 35% of InfoCorp S.A. (Peru), 50% of Infotrade

Argentina S.A. (Argentina), 99% of Infotrade S.A. (Chile), 54% of Softmarket S.A. (Chile), and 96% of DIPAS S.A. de C.V. which owns 50% of DICOM Centroamerica, S.A. de C.V.

Registrant's subsidiary Equifax Europe Ltd. (Georgia corporation) owns 49% of the stock of Precision Marketing Information Ltd. (Ireland) and 49% of the stock of ASNEF-Equifax Servicios de Informacion de Credito S.L. (Spain). ASNEF-Equifax owns 50% of the stock of Credinformacoes, Informacoes de Credito, LDA (Portugal), along with Equifax Decision Systems B.V. which owns 25%.

Registrant's subsidiary Equifax Europe Ltd. (Georgia) owns 100% of Equifax Europe (U.K.) Ltd., which owns 100% of the stock of The Infocheck Group Ltd. (United Kingdom) which owns 22% of the stock of EFIS Ltd.

Registrant's subsidiary Equifax Asia Pacific Holdings, Inc. owns 50% of the stock of Equifax Venture Infotek Private Limited (India).

Registrant's

- -----

/(1)/Subsidiary of Acrofax Inc.

/(2)/Subsidiary of Central Credit Services Ltd.

/(3)/Subsidiary of Equifax Asia Pacific Holdings, Inc.

/(4)/Subsidiary of Equifax Card Services, Inc.

/(5)/Subsidiary of Equifax Card Services (Madison), Inc.

/(6)/Equifax Credit Information Services, Inc.

/(7)/Subsidiary of Equifax Europe Ltd. (Georgia corporation)

/(8)/Subsidiary of Equifax Europe (U.K.) Ltd.

/(9)/Subsidiary of Equifax Holdings (Mexico) Inc.

/(10)/Subsidiary of Equifax Investments (Mexico) Inc.

/(11)/Subsidiary of Equifax Luxembourg, S.A.

/(12)/Subsidiary of Equifax Payment Services, Inc.

/(13)/Subsidiary of Equifax Services Inc.

/(14)/Subsidiary of Global Scan Limited

/(15)/Subsidiary of Global Scan Investments Limited

/(16)/Subsidiary of H.P. Information plc

/(17)/Subsidiary of Infolink Ltd.

/(18)/Subsidiary of Osborn Laboratories, Inc.

/(19)/Subsidiary of The Infocheck Group Limited

/(20)/Subsidiary of T.I. Holding Corp.

/(21)/Subsidiary of Transax France plc

/(22)/Subsidiary of Transax plc

/(23)/Subsidiary of UAPT-Infolink plc

/(24)/Subsidiary of Vivat plc

/(25)/Subsidiary of Equifax Inc. and Equifax Luxembourg (No. 2) S.A.

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. 33-40011, 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, File No. 33-86978, File No. 33-58627, File No. 33-63001 and File No. 333-12961.

/s/Arthur Andersen LLP

Atlanta, Georgia
March 27, 1997

<TABLE> <S> <C>

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM EQUIFAX INC.
FINANCIAL STATEMENTS AS OF AND FOR THE YEAR ENDED DECEMBER 31, 1996 AND IS
QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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