

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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

EQUIFAX INC.

(Exact name of registrant as specified in its charter)

GEORGIA

(State or other jurisdiction of
incorporation or organization)

58-0401110

(I.R.S. Employer
Identification No.)

1600 Peachtree Street, N.W.
Atlanta, Georgia 30309
(404) 885-8000

(Address, including zip code, and telephone number,
including area code, of registrant's executive offices)

BRUCE S. RICHARDS, ESQ.
Corporate Vice President and General Counsel
Equifax Inc.

1600 Peachtree Street, N.W.
Atlanta, Georgia 30309
(404) 885-8000

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

With a copy to:
J. William Gibson, Esq.
Adam L. Salassi, Esq.
Hunton & Williams
NationsBank Plaza, Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216
(404) 888-4000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to
time after the Registration Statement becomes effective.

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

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with dividend or
interest reinvestment plans, check the following box. ☒ [X]

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

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

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

CALCULATION OF REGISTRATION FEE

<TABLE> <CAPTION> =====				
Title of Shares of to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount

registration fee

<S> <C> <C> <C> <C>
Common Stock, \$1.25
par value per share..... 266,374 \$33.8125/ (1) / \$9,006,771/ (1) / \$2,657
=====

(1) Estimated solely for the purposes of determining the registration fee. This amount, calculated pursuant to Rule 457(c), was based on the average of the high and low prices of the Registrant's Common Stock on December 19, 1997, as reported on the New York Stock Exchange.

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

PROSPECTUS

266,374 Shares

EQUIFAX INC.

COMMON STOCK

This prospectus relates to 266,374 shares (the "Shares") of common stock, \$1.25 par value per share (the "Common Stock"), of Equifax Inc., a Georgia corporation (the "Company"), that may be offered from time to time by certain shareholders (the "Selling Shareholders"). See "Selling Shareholders." The Shares were acquired by the Selling Shareholders as a result of the acquisition by the Company of Goldleaf Technologies, Inc., a Georgia corporation ("Goldleaf"), a corporation previously owned by the Selling Shareholders. The Shares were issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), provided by Section 4(2) and the regulations promulgated thereunder. In connection with the acquisition, the Company entered into a Registration Rights Agreement (the "Registration Agreement"), dated December 18, 1997, with the Selling Shareholders pursuant to which it has agreed to file a registration statement with the Securities and Exchange Commission (the "Commission") to register the Shares held by the Selling Shareholders for resale by the Selling Shareholders. The Registration Statement of which this Prospectus is a part was filed with the Commission pursuant to the Registration Agreement. The Selling Shareholders may be deemed to be "underwriters" within the meaning of the Securities Act. See "Sale of Shares" below.

All or a portion of the Shares may be offered by the Selling Shareholders from time to time (i) in transactions (which may include block transactions) on the New York Stock Exchange, (ii) in negotiated transactions (including sales pursuant to pledges), or (iii) a combination of such methods of sale, at fixed prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. This Prospectus also may be used, with the Company's prior written consent, by donees of the Selling Shareholders or by other persons acquiring the Shares and who wish to offer and sell such Shares under circumstances requiring or making desirable its use and who have complied with the applicable requirements contained in the Registration Agreement. The Selling Shareholders may effect such transactions by selling the Shares to or through broker-dealers, and such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Shareholders and/or the purchasers of the Shares for whom such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer might be in excess of customary compensation). See "Selling Shareholders" and "Sale of Shares" below.

None of the proceeds from the sale of the Shares by the Selling Shareholders will be received by the Company. The Company has agreed to bear all expenses in connection with the registration of the Shares being offered by the Selling Shareholders. The Company also has agreed to indemnify the Selling Shareholders against certain liabilities, including liabilities under the Securities Act.

The shares of Common Stock of the Company are traded on the New York Stock

Exchange under the symbol EFX. On December 19, 1997, the last sales price for the shares of Common Stock as reported on the New York Stock Exchange composite tape was \$33.75 per share.

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

The date of this Prospectus is December 22, 1997

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AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files reports, proxy statements, and other information with the Commission. Such reports, proxy statements, and other information filed by the Company can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549; as well as at the Regional Offices of the Commission at 7 World Trade Center, Suite 1300, New York, New York 10048; and 500 West Madison Street, Chicago, Illinois 60661. Copies of such material can be obtained (at prescribed rates) from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. The Commission maintains a World Wide Web site on the Internet that contains reports, proxy and information statements and other information regarding registrants such as the Company, that file electronically with the Commission. Such reports, proxy and information statements and other information may be found at the Commission's site address: <http://www.sec.gov>. The Company's Common Stock is listed on the New York Stock Exchange. Reports, proxy statements and other information concerning the Company can be inspected at the office of such Exchange, located at 20 Broad Street, New York, New York 10005.

This Prospectus constitutes a part of a Registration Statement filed by the Company with the Commission under the Securities Act. This Prospectus omits certain of the information contained in the Registration Statement, and reference is hereby made to the Registration Statement and related exhibits for further information with respect to the Company and the Shares offered hereby. Any statements contained herein concerning the provisions of any document are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. Each such statement is qualified in its entirety by such reference.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed with the Commission by the Company (File No. 1-6605) are hereby incorporated by reference into this Prospectus:

- (1) The Company's Annual Report on Form 10-K for the year ended December 31, 1996;
- (2) The Company's Quarterly Report on Form 10-Q for the first fiscal quarter ended March 31, 1997;
- (3) The Company's Quarterly Report on Form 10-Q for the second fiscal quarter ended June 30, 1997;
- (4) The Company's Quarterly Report on Form 10-Q for the third fiscal quarter ended September 30, 1997;
- (5) The Company's Report on Form 8-K, as filed with the Commission on July 18, 1997;
- (6) The Company's Report on Form 8-K, as filed with the Commission on August 1, 1997;
- (7) The Company's Report on Form 8-K, as filed with the Commission on August 13, 1997;
- (8) All other documents filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Company's Annual Report on Form 10-K for the year ended December 31, 1996; and
- (9) The description of the Company's Common Stock contained in its

Registration Statement on Form 10 under the Exchange Act, dated December 31, 1964, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering registered

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hereby shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein (or in any subsequently filed document that also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. All information appearing in this Prospectus is qualified in its entirety by information and financial statements (including notes thereto) appearing in the documents incorporated by reference herein, except to the extent set forth in the immediately preceding statement.

The Company will provide, without charge, to each person to whom a copy of this Prospectus is delivered, including any beneficial owner, upon written or oral request of such person, a copy of any or all of the documents incorporated by reference herein (other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the information that the Prospectus incorporates). Requests should be directed to Bruce S. Richards, Esq., Corporate Vice President and General Counsel, Equifax Inc., 1600 Peachtree Street, N.W., Atlanta, Georgia 30309, telephone number (404) 885-8000.

THE COMPANY

The Company is a global leader in providing information, processing, consulting and software solutions that facilitate and enhance buyer-seller transactions worldwide. The Company serves businesses in the banking, finance, retail, credit card, telecommunications, utilities and health care administration industries.

The Company was incorporated under the laws of the State of Georgia in 1913 and is the successor to a business established in 1899. The address and telephone number of its principal executive offices are 1600 Peachtree Street, N.W., Atlanta, Georgia 30309, telephone number (404) 885-8000.

USE OF PROCEEDS

The Company will not receive any proceeds from the sale of the Common Stock offered hereby; nor will such proceeds be available for the Company's use or benefit.

SELLING SHAREHOLDERS

The following table sets forth (i) the name of each of the Selling Shareholders, (ii) the number of shares of Common Stock beneficially owned by each Selling Shareholder prior to the offering, (iii) the number of shares of Common Stock being offered hereby by each Selling Shareholder, and (iii) the number of shares of Common Stock beneficially owned by each Selling Shareholder after completion of the offering:

<TABLE> <CAPTION>			
Beneficially Name of Selling Shareholder Offering /1/ ----- <S>	Shares Beneficially		Shares
	Owned Prior to Offering	Shares Being Offered /1/	Owned After
-----	-----	-----	-----
David L. Peterson	126,379	126,379	
0			
Bobby G. Wetherington /2/	139,995	139,995	
0			
TOTAL	266,374	266,374	
0			
</TABLE>			

/1/ Assumes all shares offered hereby have been sold. Because the Selling Shareholders may sell all, some or none of their respective shares pursuant to this Prospectus, no actual estimate can be made of the aggregate number of shares that each Selling Shareholder will own upon completion of the offering to which this Prospectus relates.

/2/ Includes 6,808 shares owned of record by Mr. Wetherington and 133,187 shares owned of record by B.G. Wetherington Farms, L.P., of which Mr. Wetherington is the general partner.

SALE OF SHARES

The sale of the Shares by the Selling Shareholders may be effected from time to time (i) in transactions (which may include block sales) on the New York Stock Exchange, (ii) in negotiated transactions (including sales pursuant to pledges), or (iii) through a combination of such methods of sale, at fixed prices, which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. The Selling Shareholders may effect such transactions by selling the Shares to or through broker-dealers, and such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Shareholders and/or the purchasers of the Shares for which such broker-dealers may act as agents or to whom they sell as principals, or both (which compensation as to a particular broker-dealer may be in excess of customary compensation). This Prospectus also may be used, with the Company's prior written consent, by donees of the Selling Shareholders, or by other persons acquiring Shares and who wish to offer and sell such Shares under circumstances requiring or making desirable its use and who have complied with the applicable requirements contained in the Registration Agreement. To the extent required, the Company will file, during any period in which offers for sale are being made, one or more supplements to this Prospectus to set forth the names of such donees of Selling Shareholders and any other material information with respect to the plan of distribution not previously disclosed.

The Selling Shareholders and any broker-dealers who act in connection with the sale of the Shares hereunder may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act, and any commissions received by them and profit on any resale of the Shares as principals might be deemed to be underwriting discounts and commissions under the Securities Act. Neither the Company nor the Selling Shareholders can presently estimate the amount of such compensation. The Company knows of no existing arrangements between any Selling Shareholder and any other Selling Shareholder, underwriter, broker, dealer or other agent relating to the sale or distribution of the Shares. The Company has agreed to indemnify the Selling Shareholders against certain liabilities, including liabilities under the Securities Act as underwriters or otherwise. The Selling Shareholders may indemnify any broker, dealer, agent or underwriter that participates in transactions involving sales of the Shares against certain liabilities, including liabilities arising under the Securities Act.

Under applicable rules and regulations under the Exchange Act, any person engaged in a distribution of any of the Shares may not simultaneously engage in market activities with respect to the Common Stock for the applicable period under Rule 10b-6 prior to the commencement of such distribution. In addition and without limiting the foregoing, the Selling Shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including without limitation Rules 10b-5, 10b-6 and 10b-7, which provisions may limit the timing of sales of any of the Shares by the Selling Shareholders. All of the foregoing may affect the marketability of the Common Stock.

The Company has agreed, among other things, to bear all expenses in connection with the registration of the Shares being offered by the Selling Shareholders.

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

LEGAL OPINIONS

A legal opinion to the effect that the Shares offered hereby by the Selling Shareholders are validly issued, fully paid and non-assessable has been rendered by Hunton & Williams, Atlanta, Georgia.

EXPERTS

The consolidated financial statements and financial statement schedules

included in the Company's Annual Report on Form 10-K for the year ended December 31, 1996, incorporated by reference in this Prospectus, have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are incorporated herein by reference in reliance upon such reports given upon the authority of said firm as experts in accounting and auditing.

NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFERING HEREIN CONTEMPLATED AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR THE SELLING SHAREHOLDERS. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT ANY INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

266,374 SHARES
EQUIFAX INC.
COMMON STOCK

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PROSPECTUS

December 22, 1997

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

Registration fee to Securities and Exchange Commission.....	\$ 2,657
Accounting fees and expenses.....	2,000
Legal fees and expenses.....	5,000
Miscellaneous expenses.....	750
Total.....	\$10,407
	=====

The foregoing items, except for the registration fee to the Securities and Exchange Commission, are estimated.

The Company has agreed to bear all expenses in connection with the registration of the Shares being offered by the Selling Shareholders.

Item 15. Indemnification of Directors and Officers

The Georgia Business Corporation Code permits, and the Company's Bylaws require, the Company to indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (which could include actions, suits or proceedings under the Securities Act of 1933, as amended (the "Securities Act")), whether civil, criminal, administrative, or investigative (other than an action brought by or on behalf of the Company) by reason of the fact that such person is or was a director or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. With regard to actions or suits by or in the right of the Company, indemnification is limited to reasonable expenses incurred in connection with the proceeding and generally is not available in connection with such a proceeding in which such person was adjudged liable to the Company.

In addition, the Company carries insurance on behalf of directors and officers that may cover liabilities under the Securities Act.

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Item 16. Exhibits

The following exhibits are filed as part of this Registration Statement:

Exhibit No.	Description
- - - - -	- - - - -
2	- Stock Exchange Agreement, dated December 18, 1997, among the Company, Equifax Payment Services, Inc., Bobby G. Wetherington, Goldleaf and the former shareholders of Goldleaf.
4.(a)	- See Articles II, III and IV of the Amended and Restated Articles of Incorporation of the Company (Incorporated herein by reference to Exhibit "B" to the Company's definitive Proxy Statement for the 1996 Annual Meeting of Shareholders, filed March 27, 1996 (File No. 1-6605)).
4.(b)	- See Article I of the Bylaws of the Company (Incorporated herein by reference to Exhibit 3.2 in the Company's Form 10-K for the year ended December 31, 1996 (File No. 1-6605)).
4.(c)	- Loan Agreement (Incorporated herein by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 1995, as amended by Form 10-K/A filed April 4, 1996 (File No. 1-6605)).
4.(d)	- Portion of Prospectus and Trust Indenture (Incorporated herein by reference to the Company's Registration Statement on Form S-3 filed on June 17, 1993 (Reg. No. 33-62820)).
4.(e)	- Rights Agreement (Incorporated herein by reference to Exhibit 99 to the Company's Form 8-A filed on November 2, 1995 (File No. 1-6605)).
5	- Opinion of Hunton & Williams as to legality of the securities being offered by the Selling Shareholders.
23.(a)	- Consent of Hunton & Williams (included in their opinion filed as Exhibit 5).
23.(b)	- Consent of Arthur Andersen LLP
24	- Power of Attorney (included as part of signature pages to this Registration Statement).
99.(a)	- Registration Rights Agreement, dated December 18, 1997, among the Company and the Selling Shareholders.

ITEM 17. UNDERTAKINGS.

(a) The Company hereby undertakes:

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

(i) To include any prospectus required by Section 10(a)(3) of the

Securities Act;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or

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decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

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

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

(b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act") (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Exchange Act; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the provisions described under Item 15 above, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on December 22, 1997.

By: /s/ C. B. Rogers, Jr.

Name: C. B. Rogers, Jr.

Title: Chairman of the Board

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints C.B. Rogers, Jr. and David A. Post, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them, for him or her and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-3 of Equifax Inc., and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on the 22nd day of December, 1997.

<TABLE>

<CAPTION>

Signature	Title
- -----	-----
<S>	<C>
/s/ C. B. Rogers, Jr. - ----- C. B. Rogers, Jr.	Chairman of the Board
/s/ Daniel W. McGlaughlin - ----- Daniel W. McGlaughlin	Vice Chairman, Chief Executive Officer and Director (principal executive officer)
/s/ Thomas F. Chapman - ----- Thomas F. Chapman	President, Chief Operating Officer and Director
/s/ David A. Post - ----- David A. Post	Corporate Vice President and Chief Financial Officer (principal financial officer)
/s/ Philip J. Mazzilli - ----- Philip J. Mazzilli	Corporate Vice President, Treasurer and Controller (principal accounting officer)

</TABLE>

[signatures continued on following page]

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[signatures continued]

<TABLE>

<CAPTION>

Signature	Title
- -----	-----
<S>	<C>
- ----- Lee A. Ault, III	Director
/s/ John L. Clendenin - ----- John L. Clendenin	Director
- ----- A. William Dahlberg	Director

Director

- -----
Robert P. Forrestal

/s/ L. Phillip Humann Director
- -----

L. Phillip Humann

/s/ Larry L. Prince Director
- -----

Larry L. Prince

/s/ D. Raymond Riddle Director
- -----

D. Raymond Riddle

Director

- -----
Betty L. Siegel, Ph.D.

/s/ Louis W. Sullivan Director
- -----

Louis W. Sullivan

</TABLE>

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EXHIBIT INDEX

Exhibit No. -----	Description -----
2	Stock Exchange Agreement, dated December 18, 1997, among the Company, Equifax Payment Services, Inc., Bobby G. Wetherington, Goldleaf and the former shareholders of Goldleaf.
4.(a)	See Articles II, III and IV of the Amended and Restated Articles of Incorporation of the Company (Incorporated herein by reference to Exhibit "B" to the Company's definitive Proxy Statement for the 1996 Annual Meeting of Shareholders, filed March 27, 1996 (File No. 1-6605)).
4.(b)	See Article I of the Bylaws of the Company (Incorporated herein by reference to Exhibit 3.2 in the Company's Form 10-K for the year ended December 31, 1996 (File No. 1-6605)).
4.(c)	Loan Agreement (Incorporated herein by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 1995, as amended by Form 10-K/A filed April 4, 1996 (File No. 1-6605)).
4.(d)	Portion of Prospectus and Trust Indenture (Incorporated herein by reference to the Company's Registration Statement on Form S-3 filed on June 17, 1993 (Reg. No. 33-62820)).
4.(e)	Rights Agreement (Incorporated herein by reference to Exhibit 99 to the Company's Form 8-A filed on November 2, 1995 (File No. 1-6605)).
5	Opinion of Hunton & Williams as to legality of the securities being offered by the Selling Shareholders.
23.(a)	Consent of Hunton & Williams (included in their opinion filed as Exhibit 5).
23.(b)	Consent of Arthur Andersen LLP
24	Power of Attorney (included as part of signature pages to this Registration Statement).
99.(a)	Registration Rights Agreement, dated December 18, 1997, among the Company and the Selling Shareholders.

STOCK EXCHANGE AGREEMENT

BY AND AMONG

EQUIFAX PAYMENT SERVICES, INC.
EQUIFAX INC.

AND

GOLDLEAF TECHNOLOGIES, INC.
DAVID L. PETERSON,
B.G. WETHERINGTON FARMS, L.P. and
BOBBY G. WETHERINGTON,

December 18, 1997,

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STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT made this 18th day of December, 1997, by and among Equifax Payment Services, Inc., a Delaware corporation ("Purchaser"), EQUIFAX INC., a Georgia corporation ("Equifax"), GOLDLEAF TECHNOLOGIES, INC., a Georgia corporation (the "Company"), DAVID L. PETERSON ("Peterson"), B.G. WETHERINGTON FARMS, L.P., a Georgia limited partnership ("Wetherington Farms"), and BOBBY G. WETHERINGTON ("B. Wetherington") (Peterson and Wetherington Farms

are collectively referred to herein as the "Stockholders").

W I T N E S S E T H:
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WHEREAS, the Stockholders own all of the issued and outstanding shares of capital stock of the Company; and

WHEREAS, B. Wetherington, as general partner of Wetherington Farms and a former stockholder and current executive officer and board member of the Company, and otherwise, will directly and indirectly benefit from the sale of the shares of capital stock of the Company by Wetherington Farms; and

WHEREAS, the parties hereto desire to enter into this Stock Exchange Agreement pursuant to which all of the capital stock of the Company will be exchanged for a certain number of shares of the common stock of Equifax Inc., the parent of the Purchaser (such transaction hereinafter referred to as the "Exchange"), upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the parties hereto wish to effectuate the Exchange as a nontaxable reorganization under Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged by all parties (including, without limitation, B. Wetherington), the parties hereto agree as follows:

1. DEFINITIONS.

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

"Action" shall have the meaning set forth in Section 10.3.1 hereto.

"Agreement" shall mean this Stock Exchange Agreement.

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

"B. Wetherington" shall mean Bobby G. Wetherington.

"Basket" shall have the meaning set forth in Section 10.4.2.

"Benefit Plans" shall have the meaning set forth in Section 3.16.1 hereto.

"Canned Software" shall mean the commercial computer software shown in Exhibit 1(a), which is resold by the Company to the Company's customers without
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modification or integration into the Proprietary Software (except for installation on a customer's hardware) and which is licensed by the owner or licensor directly to the end user.

"Closing" shall mean the consummation of the transactions provided for in this Agreement.

"Closing Date" shall mean the date on which the Closing occurs pursuant to Section 9.1 hereof.

"Closing Date Balance Sheet" shall have the meaning set forth in Section 2.7.1 hereof.

"Company Common Stock" shall have the meaning set forth in Section 3.3 hereof.

"Company" shall mean Goldleaf Technologies, Inc., a Georgia corporation, and any subsidiaries thereof.

"Complaining Person" shall have the meaning set forth in Section 3.13.6 hereto.

"Consideration Amount" shall mean Eight Million Six Hundred Thousand Dollars (\$8,600,000).

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

"Developers" shall have the meaning set forth in Section 3.13.2 hereto.

"Developer Agreements" shall have the meaning set forth in Section 3.13.2 hereto.

"Equifax" shall mean Equifax Inc., a Georgia corporation and the parent of the Purchaser.

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

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

"Escrow Agent" shall mean The Bank of New York.

"Escrow Agreement" shall have the meaning set forth in Section 6.7 hereto.

"Escrowed Amount" shall have the meaning set forth in Section 2.2.2 hereto.

"Exchange" shall have the meaning set forth in the recitals hereto.

"Financial Statements" shall have the meaning set forth in Section 3.5 hereto.

"Former Stockholders" shall have the meaning set forth in Section 2.8 hereto.

"Indemnified Party" shall have the meaning set forth in Section 10.3.1 hereto.

"Indemnifying Party" shall have the meaning set forth in Section 10.3.1 hereto.

"Indemnifying Stockholders" shall mean, severally but not jointly, (i) Peterson, on the one hand, and (ii) B. Wetherington and Wetherington Farms (jointly and severally), on the other hand (notwithstanding the fact that B. Wetherington does not directly own any shares of the capital stock of the Company).

"Intellectual Property" of a Person shall mean all copyrights, patents, trademarks, tradenames, service marks, moral rights and rights therein owned by or licensed to such Person (as well as any applications, registration or certificates for any of the foregoing) and all software (other than the

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Software), technology, know how, trade secrets, methodology, formulations, inventions, discoveries, proprietary processes, schematic drawings, and all intellectual property rights incorporated in the foregoing; provided, however, that "Intellectual Property" shall not include the Software.

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

"Licensed Software" shall mean the commercial computer software applications shown in Exhibit 1(b) as licensed to the Company (but not directly

to the end user) for use in the development of the Proprietary Software or integration into the Proprietary Software.

"Licensors" shall have the meaning set forth in Section 3.13.2 hereto.

"Net Assets" shall mean total assets minus total liabilities.

"NYSE" shall mean the New York Stock Exchange.

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

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

"Proprietary Software" shall mean the software shown in Exhibit 1(c), which

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

"Purchaser" shall mean Equifax Payment Services, Inc., a Delaware corporation.

"Settlement Date" shall have the meaning set forth in Section 2.7.1 hereof.

"Software" shall mean the Proprietary Software and the Canned Software.

"Stock Price" shall mean \$31.91.

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"Stockholders" shall mean, collectively, Peterson and Wetherington Farms, L.P.

"Wetherington Farms" shall mean B.G. Wetherington Farms, L.P., a Georgia limited partnership.

2. COVENANTS AND UNDERTAKINGS.

2.1 Transfer of Company Stock. Subject to the terms and conditions

hereinafter set forth, the Stockholders shall, at the Closing, sell, assign, transfer, convey and deliver to the Purchaser, free and clear of all liens, claims, charges, security interests and other encumbrances of any nature whatsoever, all of the issued and outstanding shares of capital stock of the Company (collectively, the "Purchased Stock").

2.2 Consideration for Transfer.

2.2.1 Subject to Sections 2.2.2 and 2.7 hereof, in exchange for the Purchased Stock, Equifax will issue and cause to be delivered to the Stockholders Two Hundred Sixty Nine Thousand Five Hundred Eight (269,508) shares of Equifax Common Stock; provided, however, that if the Average Price is less

than \$28.72 or more than \$35.10, the number of shares of Equifax Common Stock to be delivered to the Stockholders shall be determined by dividing the Consideration Amount by the Average Price. No fractional shares of Equifax Common Stock shall be issued. The Equifax Common Stock shares to be issued hereunder shall be divided among the Stockholders according to each Stockholder's relative equity interest in the Company. Exhibit 2.2.1, attached

hereto and incorporated herein, lists the number of Equifax Common Stock shares to be issued to each Stockholder.

2.2.2 The Stockholders shall, concurrently with their receipt thereof, deliver an amount of the Equifax Common Stock shares received pursuant to this Agreement having an aggregate value of Four Hundred Eighty Thousand Dollars (\$480,000) (the "Escrowed Amount") to the Escrow Agent to be held, applied and disbursed in accordance with Section 6.7 hereof and the Escrow Agreement. The number of shares of Equifax Common Stock to be delivered to the Escrow Agent pursuant to this Section 2.2.2 shall be determined by dividing the Escrowed Amount by the Stock Price.

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

Except with the consent in writing of Purchaser, and except as may be required to effect the transactions contemplated by this Agreement, and except as set forth on Exhibit 2.3, the Company shall, and each of the Stockholders shall

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

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

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

2.3.3 not sell, lease, mortgage, pledge or otherwise dispose of any of the Company's assets or properties except for transactions in the ordinary and regular course of business;

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

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

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

2.3.6 not make any changes in the Company's accounting methods;

2.3.7 not take any action or permit any action to be taken that would materially and adversely affect any of the assets or the business of the Company as a going concern, or that would impair the ability of the Stockholders or the Company to consummate the transactions contemplated by this Agreement;

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

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

2.3.10 not permit the Company to enter into any material contract, commitment, arrangement or transaction of the type described in Section 3.12 hereof nor to modify, amend or waive any material provision of any contract, instrument or agreement described on Exhibit 3.12 hereto except in the ordinary course consistent with past practice; and

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

2.4 Consents and Approvals. The Company and each Stockholder agrees to

apply for and obtain the waiver, consent and approval of all persons or entities whose waiver, consent or approval is required in order to consummate the transactions contemplated by this Agreement, or is required by any agreement, lease, instrument, arrangement, judgment, decree, order or license to which any Stockholder or the Company is a party or subject on the Closing Date (including, without limitation, the consent of any customer, licensor or supplier of the Company, if required), and which would prohibit, or require the waiver, consent or approval of any Person to such transaction or under which, without such waiver, consent or approval, such transaction would constitute an occurrence of default under the provisions thereof, result in the acceleration of any obligation thereunder, or give rise to a right of any party thereto to terminate its obligations thereunder; provided, that neither the Company nor any

Stockholder shall make any agreements or understandings affecting the Company as a condition for obtaining any such waivers, consents or approvals, except with the prior written consent of Purchaser. All obtained written waivers, consents and approvals shall be produced at Closing in form and content reasonably satisfactory to Purchaser.

2.5 Examination of Records. During the period prior to the Closing, the

Company and each Stockholder shall allow Purchaser, its counsel and other representatives full access during normal business hours to all the books, records, files, documents, assets, properties, contracts and agreements of the Company and shall furnish Purchaser, its officers and representatives with all information concerning the affairs of the Company which may be reasonably requested. Purchaser agrees that it will use its best efforts to prevent their review of the foregoing materials from causing any disruption of the business of the Company.

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

and terminating at the Closing or the termination of this Agreement pursuant to Section 11.1 hereof, neither the Company nor any Stockholder nor any of their affiliates shall, directly or indirectly, solicit, encourage or initiate any discussions with, or negotiate or otherwise deal with, or provide information to, any person or entity other than Purchaser concerning, or enter into any agreement in respect of, (a) any merger, sale of substantially all of the assets

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or business or any similar transaction involving or respecting the Company, or
(b) any sale of any of the outstanding capital stock of the Company; provided,

however, that upon prior notice to the Purchaser, the Stockholders may make
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transfers for estate planning purposes and provided further that the recipient
of such shares shall execute this agreement as a stockholder.

2.7 Post-Closing Purchase Price Adjustment.

2.7.1 Following the Closing, Purchaser shall prepare a balance sheet of the
Company, dated as of the Closing Date (the "Closing Date Balance Sheet"), with
supporting schedules thereto, in accordance with generally accepted accounting
principles and in the format of and consistent with the unaudited balance sheet
dated August 31, 1997 described in Section 3.5.1; provided, however, that the
Closing Date Balance Sheet shall include all adjusting journal entries necessary
to make it consistent with the Audited Financial Statements. Purchaser shall
cause the Closing Date Balance Sheet to be delivered to the Stockholders on or
prior to the date ninety (90) days subsequent to the Closing Date (the
"Settlement Date").

2.7.2 On the tenth day following the Settlement Date, the Stockholders shall
pay to the Purchaser, as an adjustment to the purchase price payable pursuant to
Section 2.2.1 hereof, unless the Stockholders wish to dispute any matter arising
out of the Closing Date Balance Sheet in the manner set forth below, Equifax
Common Stock worth, in the aggregate, the amount by which Net Assets on the
Closing Date Balance Sheet is less than \$201,000. The parties acknowledge and
agree that the obligation of Stockholders under this Section 2.7.2 shall not be
limited by the Escrowed Amount and Purchaser shall have no obligation to apply
any of the Escrowed Amount to satisfy such obligation of Stockholders.

2.7.3 In the event that the Stockholders wish to dispute any matter arising
out of the Closing Date Balance Sheet, the Stockholders shall within ten (10)
days of receipt of the Closing Date Balance Sheet give written notice to
Purchaser (in accordance with Section 12.1 hereof) of such dispute and the
reason(s) therefor. The Stockholders and Purchaser shall attempt to resolve
such dispute within thirty (30) business days after receipt by Purchaser of such
notice, and in the event Purchaser and the Stockholders fail to resolve such
dispute within said period, the parties agree that the independent certified
public accounting firm of Arthur Andersen LLP (or any other independent
certified public accounting firm that shall be mutually agreed upon by such
parties) shall be employed to resolve such dispute as soon as reasonably
practicable, that any determination of such accounting firm as to the Closing
Date Balance Sheet shall be binding upon the parties hereto. In the event
Arthur Andersen LLP or any other accounting firm is employed, the costs of any
such independent accounting firm shall be divided equally among the parties
hereto. In the event an accounting firm is employed to resolve the dispute, all
amounts due hereunder shall be paid, in the manner set forth above, on or prior
to the fifth business day following the final determination of such accounting
firm.

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2.8 Release by Stockholders and Former Stockholders. Each Stockholder and

former stockholder of the Company ("Former Stockholder") shall deliver at the
Closing to Purchaser an executed release, in the form and substance of Exhibit

2.8(a), in which each Stockholder and Former Stockholder, except to the extent
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provided in Exhibit 2.8(b), completely and irrevocably releases the Company from

any and all duties and obligations owed by the Company to such Stockholder as of
the Closing Date, and for any claims or possible claims, whether known or
unknown, foreseen or unforeseen, and the consequences thereof, that such
Stockholder has, or may have, or may claim to have, against the Company or any
of the Assets. The Former Stockholders are listed on Exhibit 2.8(c) hereto.

2.9 Stockholder Certifications. Each Stockholder, by executing this

Agreement, hereby certifies, represents and warrants and covenants to Purchaser,
with respect to the transactions contemplated by this Agreement, that:

(a) such Stockholder is not relying upon any representation or warranty
by Equifax, Purchaser, its affiliates, representatives and agents, or
anyone else, in connection with his decision to acquire Equifax Common
Stock hereunder, excepting only such representations and warranties
specifically set forth in this Agreement;

(b) such Stockholder has such knowledge and experience in financial and
business matters that he is capable of evaluating the risks and merits of
the transactions contemplated by this Agreement, including, without
limitation, an investment in the Equifax Common Stock deliverable to him;

(c) such Stockholder has received, reviewed and had adequate opportunity to inquire respecting the Equifax annual report, proxy statement and other reports delivered hereunder to him; and

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

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

Stockholders shall enter into a Registration Rights Agreement in the form of Exhibit 2.10 hereto.

2.11 Investment Letter. At the Closing, each Stockholder shall execute and

deliver to Equifax an Investment Letter in the form of Exhibit 2.11 hereto.

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3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE STOCKHOLDERS.

The Company and the Stockholders, jointly and severally, represent and warrant to the Purchaser as follows:

3.1 Organization and Standing.

3.1.1 The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia and has the full power and authority (corporate and otherwise) to carry on its business in the places and as it is now being conducted and to own and lease the properties and assets which it now owns or leases.

3.1.2 The Company is duly qualified and/or licensed to transact business as a foreign corporation in the jurisdictions listed on Exhibit 3.1 hereto and is in

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

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

Company of this Agreement and each and every agreement, document and instrument provided herein have been duly authorized and approved by all necessary corporate action on the part of the Company. This Agreement and each agreement, document and instrument provided for herein constitute or will, when executed and delivered, constitute the legal, valid and binding obligations of the Company and the Stockholders enforceable against each of them in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles, or similar laws from time to time in effect affecting the enforcement of creditors' rights generally. Attached hereto as Exhibits 3.2(a) and 3.2(b), respectively,

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

3.3 Capitalization. The entire authorized capital stock of the Company

consists of 100,000 shares of common stock, no par value ("Company Common Stock"), of which 1,000 shares are issued and outstanding. All such shares of Company

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Common Stock are owned of record by the Stockholders in the manner set forth on Exhibit 3.3(a) hereto. All of such outstanding shares of the Company

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

outstanding any securities or obligations that are convertible into or exchangeable for any shares of capital stock of the Company. There are no stock appreciation rights, phantom stock or similar rights in existence with respect to the Company. There has been no change in the equity interest of the capital stock of the Company in contemplation of this Exchange.

3.4 Equity Investments. The Company does not own, of record or beneficially,

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

3.5 Liabilities and Obligations of the Company.

3.5.1 Attached hereto as Exhibit 3.5.1 are true, correct and complete copies

of the Company's audited balance sheet and the related statements of earnings and retained earnings and cash flows for the Company's fiscal years ended December 31, 1994, 1995 and 1996 (collectively, the "Audited Financial Statements"), and its unaudited balance sheet as of August 31, 1997 and the related statements of earnings and retained earnings for the eight month period then ended (collectively, the "Interim Financial Statements", and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements are complete, fairly present the financial condition and results of operations of the Company as of the dates and for the periods thereof, and, except as set forth in Exhibit 3.5.1, have been prepared in accordance with

generally accepted accounting principles consistently applied.

3.5.2 The Company has no liability or obligation (whether accrued, absolute, contingent or otherwise), except for (i) the liabilities and obligations of the Company that are disclosed in the Interim Financial Statements on Exhibit 3.5.1

hereto, to the extent and in the amounts so disclosed, (ii) liabilities and obligations incurred or accrued in the ordinary course of business since June 30, 1997 and which do not, either individually or in the aggregate, have a materially adverse effect on the business, assets, operations, prospects or financial condition of the Company, and (iii) liabilities listed on Exhibit

3.5.2.

3.6 Taxes. Except as described on Exhibit 3.6, the Company has, as of the

date hereof, and will have prior to the Closing Date, timely and accurately filed all federal, state, foreign and local tax returns and reports required to be filed by it prior to such date, and has timely and accurately paid or made adequate provision for, or prior to the Closing Date will timely pay or make adequate provision for, all taxes that are due and payable for all periods through and including the Closing Date, including, without limitation, all income, property, sales, intangible, use, franchise, added value, social security, withholding or other payroll related taxes and all interest and penalties thereon, whether disputed or not. All deposits required to be made by the Company with respect to employees' withholding taxes have been

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duly made. There are, and on the Closing Date will be, no unpaid taxes, additions to tax, penalties, or interest payable by the Company or by any other Person that are or could become a lien on any asset, or otherwise adversely affect the business, properties or financial condition, of the Company. The balance sheet contained in the Financial Statements fully and properly reflects, as of the date thereof, the liabilities of the Company for all accrued taxes, additions to tax, penalties and interest. Except as described on Exhibit 3.6,

the Company is not, nor will it become, subject to any additional taxes, interest, penalties or other similar charges as a result of its filing or failure to file timely or accurately, as required by applicable law, any such tax return or to pay timely any amount required to be paid with respect thereto, including, without limitation, any such taxes, interest, penalties or charges resulting from the obtaining of an extension of time to file any return or to pay any tax. No assessments or notices of deficiency or other communications have been received by the Company with respect to any such return which has not been paid, discharged, or fully reserved in the Interim Financial Statements, and no amendments or applications for refund have been filed or are planned with respect to any such return. The federal income tax liability of the Company for all of its taxable years ending prior to and including the taxable year ended December 31, 1993 have been closed as to deficiencies and refund of taxes by applicable statutes of limitations. There are no agreements between the Company and any taxing authority, including, without limitation, the Internal Revenue Service, waiving or extending any statute of limitations with respect to any tax return, and it has not filed any consent under Section 341(f) of the Internal Revenue Code.

3.7 Ownership of Assets and Leases, Etc.

3.7.1 Asset and Lease List. Exhibit 3.7 attached hereto contains a true,

correct and complete list and brief description of all material items of
personal property owned or leased by the Company and of all real property used
or leased by the Company. The Company does not own and has never owned any real
property. Exhibit 3.7 identifies with particularity the real properties and

material personal properties leased by the Company and (a) all leases or
agreements under which the Company is lessor of such property and (b) all leases
or agreements under which the Company is lessee of or holds or operates any such
property, real or personal. Such assets, leases and agreements are sufficient
to enable the Company to conduct its business in the ordinary course. Exhibit

3.7 also contains a list of all bank accounts, safe deposit boxes (and the

contents thereof) and powers of attorney of the Company and of all Persons
authorized to act with respect thereto. The Company has good and marketable
title to all of its properties and assets, including those listed and described
in Exhibit 3.7, in each case, free and clear of all liens, claims, charges,

options, forfeitures, rights of seizure, rights of tenants or other
encumbrances, except as specifically disclosed or reserved against in the
Financial Statements or on Exhibit 3.7 (to the extent and in the amounts so

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

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3.7.2 Enforceability of Leases. Each of the leases and agreements described

in Exhibit 3.7 is in full force and effect and constitutes a legal, valid and

binding obligation of the respective parties thereto, enforceable in accordance
with its terms, except as enforceability may be limited by bankruptcy,
insolvency, reorganization, moratorium, applicable equitable principles or
similar laws from time to time in effect affecting the enforcement of creditors'
rights generally. There is not under any of such leases or agreements existing
any default of the Company or, to the knowledge of the Company and the
Stockholders, of any of the other parties thereto (or event or condition which,
with notice or lapse of time, or both, would constitute a default). No consent
of any other party to any of such leases or agreements to the consummation of
the transactions contemplated by this Agreement is required for any of such
leases or agreements to remain in full force and effect following the Closing.

3.7.3 Operating Condition. All machinery and equipment owned or leased by

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

3.7.4 No Notice of Violation. Neither the Company nor any Stockholder has

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

3.7.5 Accounts Receivable.

(i) All of the accounts receivable of the Company shown on the
Financial Statements or thereafter acquired (including, but not limited to, the
accounts receivable on the books of the Company as of the Closing Date) reflect
actual transactions and the granting of credit to customers in a manner
consistent with the past practices of the Company, arose in the ordinary course
of business, and are not subject to offset or deduction. All of the accounts
receivable of the Company have been collected, or will be collected (without
recourse to any judicial proceedings), within ninety (90) days of the date
incurred at the aggregate gross recorded amounts thereof. There are no facts or
circumstances known to the Company or the Stockholders which would prevent the
work-in-process of the Company from maturing in due course into collectible
accounts receivable.

(ii) The Company has complete and correct copies of all instruments,

documents and agreements evidencing all of its accounts receivable and of all instruments, documents or agreements creating security therefor. Exhibit

3.7.5(ii) contains a complete and accurate list of all such instruments,

documents and agreements creating security for such accounts receivable.

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3.8 Agreement Related to Other Instruments. Except as set forth on Exhibit

3.8, the execution and delivery of this Agreement by the Company and the

Stockholders do not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Articles of Incorporation, as amended, or Bylaws, as amended, of the Company or violate or constitute an occurrence of default under any provision of, or conflict with, or result in acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement or instrument, or any order, judgment, decree or other arrangement to which the Company is a party or by which it is bound or its assets are affected.

3.9 Absence of Changes. Since December 31, 1996, the Company has not,

except as specifically disclosed on Exhibit 3.9 attached hereto:

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

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

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

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

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

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

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

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

3.9.9 (a) disposed of or permitted to lapse, or otherwise failed to preserve then existing exclusive rights, if any, of the Company to use any (i) patent,

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trademark, trademark registration, logo, assumed name, trade name, copyright or copyright registration, or (ii) any patent, trademark, trade name or copyright application, (b) disposed of or permitted to lapse any license, permit or other form of authorization, or any trade name, or (c) disposed of or disclosed to any Person any trade secret, formula or process;

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

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

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

3.9.13 paid, loaned or advanced any amount to or in respect of, or sold, transferred or leased any properties or assets (whether real, personal, mixed, tangible or intangible) to, or entered into any agreement, arrangement or transaction with, any Stockholder, any of the officers or directors of the Company, or any affiliate or associate of any of them, or any business or entity in which any Stockholder or the Company or any affiliate or associate of either of them has any direct or indirect interest, except for compensation to the officers and employees of the Company or any Stockholder at rates not exceeding the rates of compensation in effect as of August 31, 1997;

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

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

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

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

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

3.9.19 agreed, whether in writing or otherwise, to take any action described in this Section 3.9.

3.10 Litigation and Claims. Except as otherwise set forth in Exhibit 3.10

hereto, there is no suit, action, proceeding, claim or investigation pending or threatened against or affecting the Company. There exists no basis or grounds for any such suit, action, proceeding, claim or investigation. None of the items described in Exhibit 3.10, singly or in the aggregate, if pursued and/or

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

3.11 Licenses and Permits; Compliance With Law.

3.11.1 The Company holds all licenses, certificates, permits, franchises and rights from all appropriate foreign, domestic, federal, state, county, municipal or other public authorities necessary for the conduct of its business. Except as set forth in Exhibit 3.11, the Company is presently conducting its business

so as to comply in all respects with all applicable foreign, domestic, federal, state, and local statutes, ordinances, rules, regulations and orders of any governmental authority and has not undertaken, directly or indirectly, any action that would violate any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any regulations established or promulgated thereunder. Except as noted in Exhibit 3.11, the Company is not presently charged with or

under governmental investigation with respect to, any actual or alleged violation of any statute, ordinance, rule or regulation, or presently the subject of any pending or threatened adverse proceeding by any regulatory authority having jurisdiction over its business, properties or operations and the Stockholders have no knowledge of any grounds or basis for any of the foregoing. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby will result in the termination of any license, certificate, permit, franchise or right held by the Company and all such licenses, certificates, permits, franchises and rights will remain vested in and inure to the benefit of the Company after the consummation of the transactions contemplated by this Agreement.

3.11.2 Without limiting the generality of the foregoing Section 3.11.1, the Company has obtained all licenses, certificates, permits, franchises and rights which are required under federal, foreign, state or local laws relating to public health and safety, worker health and safety and pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic substances into ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage,

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disposal, transport or handling of pollutants, contaminants or hazardous or toxic substances. The Company is in compliance in all respects with all terms

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

3.12 Contracts, Etc. Exhibit 3.12 hereto consists of (a) a true, correct

and complete list of all contracts, agreements and other instruments (including insurance policies) to which the Company is a party; provided, that no contract,

agreement or instrument involving payments or potential payments by the Company of less than \$5,000 per year need be disclosed ("Immaterial Contracts"), and;
(b) a true, correct and complete set of the standard forms used for Customer Agreements together with a description of any material deviations from such standard forms, and a description of all special pricing arrangements and rebate programs between the Company and its customers. The Company has made available a true and complete copy of each such contract, agreement or instrument, or a summary of oral agreements to which the Company is a party, including the Customer Agreements. Except as specifically set forth and in detail described in Exhibits 3.12, 3.13, 3.16 and 3.19 and except for Immaterial Contracts, the

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

3.12.1 any contracts, commitments or agreements, the consummation or performance of which would, either singly or in the aggregate, have an adverse impact upon their business, operations or financial condition;

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

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

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

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3.12.5 any note receivable;

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

3.12.7 any franchise agreement;

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

3.12.9 any plan or other arrangement providing for life insurance, disability insurance, medical insurance, dental insurance, pensions, stock rights, distributions, options, deferred compensation, retirement payments, profit sharing, medical reimbursements or other benefits for officers or other employees;

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

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

3.12.12 any contract with any labor organization;

3.12.13 any policy of life, fire, liability, medical or other form of insurance;

3.12.14 any order or written approval of any federal, state or local regulatory agency required to conduct their businesses; or

3.12.15 any contract or agreement, not of the type covered by any of the other items of this Section 3.12, which is not in the ordinary course of business or which has a material adverse impact on the business or assets of the Company.

All of the contracts, agreements, policies of insurance or instruments described in Exhibits 3.12, 3.13, 3.16 and 3.19 hereto are valid and binding

upon the Company and the other parties thereto, and are in full force and effect and constitute legal, valid and binding obligations of the respective parties thereto, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles or similar laws from time to time in effect affecting the enforcement of creditors' rights generally, and the Company has not,

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and to the best of the Company's and the Stockholders' knowledge, no other party to any such contract, agreement or instrument has, breached any provision of, or is in default in any respect (including any event or condition which, with notice or lapse of time, or both, would constitute a default) under, the terms thereof; and there are no existing facts or circumstances known to the Company or any Stockholder which would prevent the work in process of the Company or its contracts and agreements from maturing in due course into collectible accounts receivable. No consent of any other party to any of such contracts, agreements or instruments to the consummation of the transactions contemplated hereby is required for any of such contracts, agreements or instruments to remain in full force and effect following the Closing.

3.13 Computer Programs and Software.

3.13.1 The Proprietary Software performs in accordance with the user documentation included in or provided with the Proprietary Software and is free of known defects in programming and operation, which, individually or in the aggregate, would have a material adverse effect on the utility or functionality of the Proprietary Software to perform in accordance with the specifications set forth in such user documentation. As of the Closing, the Company will have made available to Purchaser complete and correct copies of all user and technical documentation related to the Proprietary Software, a list of which is attached to Exhibit 3.13 hereto.

3.13.2 No employee of the Company is, or is now expected to be, in default under any term of any employment contract, agreement or arrangement relating to the Proprietary Software or any noncompetition arrangement, or any other contract or any restrictive covenant relating to the Proprietary Software or its development or exploitation. Except for the Licensed Software, the Proprietary Software (and all prior versions, modifications, and releases thereof) was developed solely and exclusively by the employees, consultants and independent contractors of the Company listed on Exhibit 3.13 (the "Developers")

during the time the Developers were employees, consultants or independent contractors of the Company, and such Proprietary Software does not include any inventions of the Developers made prior to the time such Developers became employees, consultants or independent contractors of the Company nor any intellectual property of any previous employer of such Developer, except for commonly used types of commercial software. Except as set forth on Exhibit 3.13, the Company has provided to Purchaser all employment contracts, independent contractor agreements, invention assignment agreements, noncompete agreements and confidentiality agreements between the Company, any affiliate of the Company, and/or any predecessor in interest of the Company, on the one hand, and each Developer, on the other hand, and/or any other documents (collectively, the "Developer Agreements") evidencing that the Developers have assigned and released any and all of their respective rights to the Proprietary Software completely and irrevocably. Except as set forth in Exhibit 3.13, the Developer

Agreements (i) constitute all of the agreements between the Company, any affiliate of the Company, and any predecessor in interest of the Company, on the one hand, and each and every Developer and any other employee, contractor or other

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person, who may, by virtue of having worked on, conceived or otherwise contributed to the development of the Proprietary Software or for the Company, have a claim or interest in the Proprietary Software, (ii) are authentic, (iii) are supported by good and valuable consideration, (iv) are valid and effective agreements and (v) validly and effectively assign all of the Developers' rights and title to all Proprietary Software, inventions and rights created by the Developers in the scope of performing services for the Company. The Company has validly and effectively obtained the right and license to use, copy, modify and distribute the Licensed Software contained in the Proprietary Software from any and all parties holding rights in such third-party programming and materials

(the "Licensors"). Except as set forth in Exhibit 3.13, all right, title and

interest in and to the Proprietary Software is owned by the Company, free and clear of all liens, claims, charges or encumbrances of any Developer or Licensor. Notwithstanding any failure to obtain fully executed Developer Agreements from any Developer or any disclosure in Exhibit 3.13 hereto that any

Developer or Licensor has not executed a Developer Agreement, the Company's development, use, licensing, sublicensing or exploitation of the Proprietary Software does not violate any rights of any Developer or Licensor and neither the Stockholders nor the Company has received any communication alleging such a violation. As of the Closing Date: (i) the Proprietary Software operates with respect to dates occurring after September 9, 1999, with the same level of functionality as the Proprietary Software currently operates, including, without limitation, correctly storing, processing and presenting calendar dates falling on or after September 9, 1999; (ii) the Proprietary Software is free from logic and other errors attributable to dates falling on or after September 9, 1999 and is not responsible for any error caused by any date falling on or after September 9, 1999; and (iii) the Proprietary Software consistently handles date input using dates before and after September 9, 1999 in a way that clearly and accurately handles the ambiguity as to century.

3.13.3 All Licensed Software and Canned Software has been licensed pursuant to valid license agreements and all royalties, license or other fees due and payable thereunder have been paid or adequate provision therefor has been made and accrued on the books of the Company. Except as set forth in Exhibit 3.13, the Company has all necessary and required rights to license, use,

sublicense and distribute the Licensed Software and the Canned Software in the normal and ordinary course of its business and all royalties, license or other fees due and payable by the Company with respect thereto have been paid or adequate provision therefor has been made and accrued on the books of the Company. Except as set forth in Exhibit 3.13, no consent or waiver is required

with respect to the Licensed Software and the Canned Software to effect the transactions as contemplated by this Agreement and, except as disclosed on Exhibit 3.13, no Developer or Licensor has any interest in the Licensed Software

and the Canned Software, including without limitation, any security interest, license, royalty rights, contingent interest or otherwise.

3.13.4 The software listed on Exhibit 3.13 is all of the computer

software used, licensed or sublicensed by the Company in the conduct of its business. Except as set forth in Exhibit 3.13, the Company does not have any

obligation to compensate any person or entity for the development, use, sale or exploitation of the Software nor has

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the Company granted to any other person or entity any license, option or other rights to develop, use, sell or exploit in any manner the Software, whether requiring the payment of royalties or not. The Company has not granted, transferred or assigned any right or interest in the Software to any person or entity, except pursuant to the license agreements identified as such on Exhibit

3.12 hereto (each such agreement is hereinafter referred to as a "License").

Exhibit 3.12 sets forth, with respect to each License, the Software licensed

thereunder. Except as set forth on Exhibits 3.12 and 3.13, each License

constitutes only an end-user agreement, each of which grants the end-user thereunder solely the nonexclusive right and license to use the identified Software and related user documentation for internal purposes only with no right to sublicense or modify the Software in any manner. Except as set forth on Exhibits 3.12 and 3.13, there are no contracts, agreements, licenses, or other

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

3.13.5 Except as set forth on Exhibit 3.13, the Company, the

Stockholders and their respective affiliates have (i) kept secret and have not disclosed the source code for the Proprietary Software to any person or entity, and (ii) made adequate provision to preserve the proprietary nature of such source code, other than the disclosure thereof to certain employees and contractors and consultants of the Company who are subject to the terms of a binding confidentiality agreement with respect thereto. The Company has taken measures customary to protect the confidential and proprietary nature of the Proprietary Software, including the use of confidentiality agreements with all of its employees and independent contractors having access to the Proprietary

Software source and object code There have been no patents applied for and no copyrights registered for any part of the Proprietary Software.

3.13.6 Excluding Developers and Licensors (whose rights are addressed above), no person (a "Complaining Person"), by virtue of the Complaining Person's independent development of computer software, has or could validly claim that the Proprietary Software (excluding the Licensed Software) infringes such Complaining Person's software.

3.13.7 The Company has not modified in any respect the Canned Software or the Licensed Software.

3.14 Intellectual Property Matters. Exhibit 3.14 contains a true, correct

and complete list of all Intellectual Property owned, licensed, sublicensed or used by the Company, or which the Company has the right to distribute or sublicense, in the conduct of its business. Unless otherwise indicated on Exhibits 3.12, 3.13, or 3.14, all Company Intellectual Property is owned totally
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and exclusively by the Company free and clear of any liens, claims, charges or encumbrances of any type or nature whatsoever. The Company's Intellectual Property and the Company's use thereof do not infringe upon any Intellectual Property of any third party. The Company is not in default under, and has not received any

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notice of any claim of infringement or any other claim or proceeding relating to any of the Company's Intellectual Property. No present or former employee of the Company and no other Person owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, in any of the Company's Intellectual Property. Neither the Company nor any of the Stockholders are aware of any infringement of the Company's Intellectual Property by any Person or any Person's Intellectual Property. Exhibit 3.14 lists all confidentiality or non-

disclosure agreements to which the Company or any of the Company's employees is a party. The Company has delivered to the Purchaser true and correct copies of the confidentiality and non-disclosure agreements required to be listed on Exhibit 3.14.
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3.15 Labor Matters. Within the last three (3) years, the Company has

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

3.16 ERISA and Related Matters.

3.16.1 Exhibit 3.16 lists all deferred compensation, pension, profit-sharing and retirement plans, and all bonus, welfare, severance pay and other "employee benefit plans" (as defined in Section 3(3) of ERISA), fringe benefit or stock option plans, programs or arrangements, whether or not written, participated in or maintained by the Company or any Stockholder in respect of the Company or with respect to which contributions are made or obligations assumed by the Company or any Stockholder in respect of the Company (including health, life insurance and other benefit plans maintained for retirees). Said plans, including but not limited to all plans or programs that constitute "employee benefit plans" within the meaning of Section 3(3) of ERISA, are sometimes collectively referred to in this Section 3.16 as "Benefit Plans." Copies of all Benefit Plans and related documents, including those setting out the Company's personnel policies and procedures, and including any insurance contracts under which benefits are provided, as currently in effect, and descriptions of any such plan which are not written have been to Purchaser. The Company has also made available to Purchaser a copy of the Summary Plan Description, if any, for each Benefit Plan, as well as copies of any other summaries of descriptions of any such Benefit Plans which have been provided to employees or other beneficiaries during the previous three (3) calendar years.

3.16.2 Except as set forth on Exhibit 3.16 hereto, the Company has

fulfilled its obligations, to the extent applicable, under the minimum funding requirements of Section 302 of ERISA and Section 412 of the Code, with respect to each "employee benefit plan" (as defined in Section 3(3) of ERISA) appearing in Exhibit 3.16. Each Benefit Plan is in compliance with, and has been

administered in all respects consistent with, the presently

applicable provisions of ERISA, the Code and state law including but not limited to the satisfaction of all applicable reporting and disclosure requirements under the Code, ERISA and state law. The Company has made all payments to all Benefit Plans as required by the terms of each such plan in accordance, if applicable, with the actuarial and funding assumptions in effect as for the most recent actuarial valuation of such plans. All required actuarial valuations and reports relating to said plans have been prepared and a copy of the most recent actuarial valuation and report for each pension plan, as defined in Section 3(2) of ERISA, has been provided to Purchaser, if applicable. The Company has filed or caused to be filed with the Internal Revenue Service annual reports on Form 5500 for each Benefit Plan attributable to them for all years and periods for which such reports were required and within the time period required by ERISA and the Code, and copies of such reports for the past five years have been provided to Purchaser. Except as disclosed on Exhibit 3.16, the Company has

funded or will fund each Benefit Plan attributable to it in accordance with its terms through Closing including the payment of applicable premiums on any insurance contract funding a Benefit Plan for coverage provided through Closing. To the extent that any annual contribution for the current year is not yet required for any Benefit Plan as of the Effective Time, the Company has made a pro rata contribution to said plan for the period ended at the Effective Time or said contribution has been accrued on the books of the Company.

3.16.3 Except as set forth on Exhibit 3.16 hereto, no "prohibited

transaction," as defined in Section 406 of ERISA and Section 4975 of the Code, has occurred in respect of any such Benefit Plan, and no civil or criminal action brought pursuant to Part 5 of Title I of ERISA is pending or is threatened in writing or orally against any fiduciary of any such plan.

3.16.4 Except as set forth on Exhibit 3.16, the Internal Revenue

Service has issued a letter for each employee pension benefit plan, as defined in Section 3(2) of ERISA listed on Exhibit 3.16, determining that such plan is a

qualified plan under Section 401(a) of the Code and is exempt from United States Federal Income Tax under Section 501(a) of the Code, and there has been no occurrence since the date of any such determination letter which has adversely affected such qualification. The Company does not maintain a plan or arrangement intended to qualify under Section 501(c) (9) of the Code.

3.16.5 Except as set forth on Exhibit 3.16, each Benefit Plan that

provides medical benefits has been operated in compliance with all requirements of Section 4980B(f) of the Code and Sections 601 through 608 of ERISA relating to continuation of coverage under certain circumstances in which coverage would otherwise cease. All former employees or other persons entitled to such continuation of coverage are listed on Exhibit 3.16.

3.16.6 Neither the Company nor any entity that is treated as a single employer with the Company pursuant to Section 414(b), (c), (m) or (o) of the Code currently maintains or contributes to any Benefit Plan that is subject to Title IV of ERISA, nor has

previously maintained or contributed to any such plan that has resulted in any liability or potential liability for the Company under said Title IV. There shall not be as of Closing any outstanding unpaid minimum funding waiver within the meaning of Code Section 412(d).

3.16.7 Attached hereto as a part of Exhibit 3.16 is a 5-year

contribution history indicating the dollar amount contributed and the level of contribution as a percentage of compensation of covered participants for each profit sharing plan, stock bonus plan or other retirement plan to which the Company makes discretionary contributions.

3.16.8 The Company does not maintain any plans or programs that provide post retirement medical benefits (other than benefits described in Section 3.16.5 and those which are required by law), post employment benefits, death benefits or other post retirement welfare benefits. A copy of any written description of post retirement welfare benefits that has been provided to employees is attached hereto as a part of Exhibit 3.16. Copies of each plan

document, insurance contract or other written instrument providing for post retirement welfare benefits, together with a description of any advance funding arrangement that has been established to fund post retirement welfare benefits, are attached hereto as a part of Exhibit 3.16. Exhibit 3.16 contains a list of

those persons who are currently retired with a right to future post retirement welfare benefits and also contains a list of employees who would be currently

eligible for post retirement welfare benefits if they retired and satisfied any waiting period provided for under the applicable plan. Except as otherwise disclosed on Exhibit 3.16, all plans or programs for providing post retirement

medical, death or other welfare benefits could be terminated by the Company as of Closing without liability for such benefits to any employee who has not retired on or before the Effective Time.

3.16.9 Neither the Company nor any employer referred to in Section 3.16.6 above, maintains, nor has contributed within the past five years to, any multiemployer plan within the meaning of Sections 3(37) or 4001(a)(3) of ERISA. No such employer currently has any liability to make withdrawal liability payments to any multiemployer plan. There is no pending dispute between any such employer and any multiemployer plan concerning payment of contributions or payment of withdrawal liability payments.

3.16.10 All Benefit Plans have been operated and administered in accordance with their respective terms and no inconsistent representation or interpretation has been made to any plan participant. Except as set forth on Exhibit 3.16, no lawsuit or complaint (including any dispute that might result

in a lawsuit or complaint against, by, or relating to any Benefit Plan or any fiduciary, as defined in Section 3(21) of ERISA) of a Benefit Plan has been filed or is pending.

3.17 Certain Payments. Neither the Company nor any officer, employee, agent or affiliate of the Company, including, without limitation, any Stockholder, has, directly or indirectly, given or agreed to give or solicited or received any gift, rebate or similar benefit

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to any customer, supplier, governmental employee or other Person which (i) might subject the Company to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past might have had an adverse effect on the assets, business or operation of the Company or (iii) if not continued in the future might adversely affect the Company's assets, business, operations or prospects.

3.18 Customers. The Company has not lost, during the past eighteen (18) months, any customer or group of related customers or received notice of the possibility of any such loss, which accounted for more than five percent (5%) of the aggregate fees received, or products and services furnished by it during such period.

3.19 Insurance. A true and correct list of all insurance contracts, including all policies of fire, liability (including products and environmental liability), workers' compensation, casualty, business interruption and all other forms of insurance owned, held by or maintained by or on behalf of the Company, which policies are currently in full force and effect, is attached hereto as a part of Exhibit 3.12. Copies of all such insurance contracts have been

delivered to Purchaser. All such contracts are valid, outstanding, and enforceable policies, provide insurance coverage typical for the type of business engaged in by the Company, and provide that they will remain in full force and effect through the Closing Date. The policies of fire and extended coverage are in amounts that are not less than 100% of the full insurable value of the properties and assets covered thereby. (The term "full insurable value" as used herein shall mean actual replacement cost without deduction for physical depreciation.) The liability, workers' compensation and casualty insurance policies extend coverage and insure the liability associated with each and every suit, action, proceeding, claim or investigation listed on Exhibit 3.10. There

presently are no claims outstanding, nor, to the best of any Stockholder's knowledge, any basis therefor, under any of the policies listed on Exhibit 3.12,

except as disclosed on Exhibit 3.10. Attached as Exhibit 3.19 is a schedule

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

As soon as practicable after Closing, the Company covenants to purchase the extended reporting period of the Company's Errors and Omissions insurance. The extended reporting period should be purchased for a two (2) year period commencing on the Closing Date and shall cover errors and omissions of the Company occurring prior to the closing date.

3.20 Approvals. No filing or registration with, and no consent, approval, permit, authorization, license, certificate or order of any governmental

authority is required by any applicable law or by any applicable judgment, order or decree or any applicable rule or regulation of any governmental authority to permit the Company or any Stockholder to execute, deliver or perform this Agreement or any document, instrument or agreement required to be executed by such party at or prior to the Closing.

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3.21 Transactions with Affiliates. Except as disclosed on Exhibit 3.21,

since December 31, 1996, the Company has not purchased, leased or otherwise acquired any property or assets or obtained any property or assets or obtained any services from, or sold, leased or otherwise disposed of any property or assets or provided services to (except with respect to remuneration for services rendered as an officer or employee of the Company in the ordinary course), (i) any employee of the Company, (ii) any Stockholder, (iii) any Person that is, directly or indirectly, controlled by any Stockholder, or (iv) any member of the immediate family of a Stockholder (for purposes of this Section 3.21, each such Person is referred to as an "Affiliate"). Except as set forth in Exhibit 3.21,

(a) the contracts, instruments and agreements listed on Exhibit 3.12 do not

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

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

Matters disclosed on each Exhibit shall be deemed disclosed only for purposes of the matters to be disclosed in such Exhibit and shall not be deemed to be disclosed for any other purpose, unless expressly provided therein. This Agreement and the Exhibits hereto disclose all facts material to the Company, its assets and business. No statement contained herein or in any certificate, Exhibit, document or other instrument furnished to Purchaser pursuant to the provisions hereof contains any untrue statement of any material fact or omits to state a material fact necessary in order to make the statement contained herein or therein not misleading.

4. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS.

Each Stockholder represents and warrants as follows:

4.1 Authority. If such Stockholder is not an individual, (a) such

Stockholder is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (b) the execution, delivery and performance by such Stockholder of this Agreement and each and every agreement, document and instrument contemplated hereby have been duly authorized and approved by all necessary action on the part of such Stockholder, and (c) the execution and delivery by such Stockholder of this Agreement and the other agreements, documents and instruments contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not require the act or consent of any other Person. If such Stockholder is an individual, such Stockholder has the capacity and authority to execute and deliver this Agreement and the other agreements, documents and instruments contemplated hereby, and to consummate the transactions contemplated hereby and thereby without the necessity of any act or consent of any other Person.

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4.2 Ownership of Shares. Such Stockholder owns, beneficially and of

record, each of the shares of Common Stock shown as being held by such Stockholder on Exhibit 3.3 hereto, free and clear of all liens, claims, charges,

security interests or other encumbrances of any type or nature whatsoever, except as set forth on Exhibit 4.2. Except as set forth in Exhibit 4.2, such

Stockholder does not own, beneficially or of record, either directly or indirectly, more than one percent (1%) of the capital stock or other equity or ownership or proprietary interest in any Person that is in competition with the Company. Except as set forth on Exhibit 4.2, there are no outstanding options,

warrants, calls or commitments granted by such Stockholder with respect to the shares of Common Stock shown as being owned by such Stockholder on Exhibit 3.3

hereto.

4.3 Agreement Related to Other Instruments. The execution and delivery of

this Agreement and the other documents, instruments and agreements contemplated hereby by such Stockholder do not, and the consummation of the transactions

contemplated hereby will not, violate or constitute an occurrence of default under any provision of, or conflict with, or result in any acceleration of any obligation under, or give rise to a right by any party to terminate its obligations under, any mortgage, deed of trust, conveyance to secure debt, note, loan, lien, lease, agreement or instrument, or any order, judgment, decree or other arrangement to which either the Company or such Stockholder is a party or by which any such party is bound or their assets affected.

4.4 Litigation and Claims. Except as otherwise set forth on Exhibit 4.4

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

4.5 Company Representations. To the best knowledge of each Stockholder,

the representations and warranties of the Company contained in Section 3 hereof are true and correct in all respects.

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser represents and warrants to each of the Stockholders as follows:

5.1 Organization and Standing. The Purchaser is a corporation duly

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

5.2 Corporate Power and Authority. The Purchaser has the full power and

authority (corporate and otherwise) to execute and deliver this Agreement, to perform hereunder, and to consummate the transactions contemplated hereby without the necessity of any act, approval or consent of any other person or entity whomsoever. The execution, delivery and performance by the Purchaser of this Agreement and each and every agreement,

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document and instrument provided for herein have been duly authorized and approved by the Board of Directors, or the Executive Committee thereof, of the Purchaser. This Agreement, and each and every other agreement, document and instrument to be executed, delivered and performed in connection herewith constitute or will, when executed and delivered, constitute the legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, applicable equitable principles, or similar laws from time to time in effect affecting the enforcement of creditors' rights generally.

5.3 Agreement Does Not Violate Other Instruments. The execution and

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

5.4 Shares Acquired for Investment. The Purchaser is acquiring the

Company's shares for its own account as an investment and not with a view to any distribution thereof. The Purchaser acknowledges and understands that none of the Company's shares have been registered under the 1933 Act, or under any other federal, state or local statute or regulation and that, as a consequence, the Purchaser may not sell or otherwise dispose of any of such shares unless such shares are registered or an exemption from such registration is available to the Purchaser at the time of and in connection with any proposed sale or disposition.

5.5 Stock Will be Validly Issued. Upon consummation of the Exchange as

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

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

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

5.7 Purchaser Status. Purchaser is owned directly by Equifax Inc.

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6. ADDITIONAL AGREEMENTS OF THE PARTIES.

6.1 Resignation of Directors and Officers. At the Closing, the Stockholders

covenant and agree to cause all officers and all members of the Board of Directors of the Company to resign, effective immediately following the Closing after the issuance of a certificate representing the shares acquired hereunder in the name of the Purchaser as contemplated by Section 9.2.1(a) hereto.

6.2 Release by the Stockholders and Former Stockholders. Each of the

Stockholders hereby totally and irrevocably releases the Company from any and all duties and obligations owed by the Company to such Stockholder as of the Closing Date, and from any claims or possible claims, whether known or unknown, that such Stockholder has or may have against the Company or any of its assets, and agrees at Closing to deliver an executed Release in the form of Exhibit

2.8(a) attached hereto. Each Stockholder agrees to use his or its best efforts
- -----
to cause each Former Stockholder to deliver an executed Release in the form of Exhibit 2.8(a) attached hereto.
- -----

6.3 Covenant Not to Compete. Each Stockholder agrees to execute and

deliver at the Closing a Covenant Not to Compete agreement in the form of Exhibit 6.3 attached hereto, and agrees to use his or its best efforts to cause
- -----
each Former Stockholder to deliver an executed Covenant Not to Compete agreement in the form of Exhibit 6.3 attached hereto.

6.4 Employment Agreement. Peterson agrees to execute and deliver at the

Closing an Employment Agreement together with the attached agreements in the form of Exhibit 6.4 attached hereto.

6.5 Stockholders Agreements. At the Closing, the Company and the

Stockholders shall take all actions necessary to terminate any existing stockholders agreements relating to the Company's stock.

6.6 Cooperation. Purchaser, Company and Stockholders will cooperate in all

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

6.7 Escrow Agreement. Each of the Stockholders hereby agrees at Closing to

deliver an executed Escrow Agreement in the form of Exhibit 6.7 attached hereto.

6.8 Certain Tax Matters. If the Company is required to file a state, local,

or foreign income tax return for a taxable period covering days before and after the Closing Date, the Purchaser shall cause such return to be filed, but the Stockholders shall pay in Equifax Common Stock to the Purchaser (as an adjustment to the purchase price) the amount

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by which the tax attributable to the period through the Closing Date exceeds the amount accrued for such tax and reflected on the Closing Date Balance Sheet. The tax attributable to the period through the Closing Date shall be determined as if that period were a separate taxable year. If the tax attributable to such period is more than the amount reflected on the Closing Date Balance Sheet, the Purchaser shall notify the Stockholders in writing of the amount of the excess. Within 10 days after the date of such notification, the Stockholders shall pay

such amount to the Purchaser or inform the Purchaser in writing that the Stockholders disagree with the computation of the amount. In the latter case, the Stockholders and the Purchaser shall proceed in good faith to determine the correct amount, and the Stockholders' payment to the Purchaser shall be due ten (10) days after the Stockholders and the Purchaser agree to the amount payable. Any payment made more than 10 days after the Purchaser initially notifies the Stockholders of the excess shall include interest at the rate of 10 percent (10%) per annum from the end of such 10-day period to the date of payment.

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

Stockholders shall enter into a Registration Rights Agreement in the form of Exhibit 2.10 hereto.

6.10 Investment Letter. At the Closing, each Stockholder shall execute and

deliver to Equifax an Investment Letter in the form of Exhibit 2.11 hereto.

6.11 Covenant With Respect to COBRA Obligations. The Stockholders agree that

they and each of them will be responsible for the amount, if any, by which Reimbursement Costs (as defined herein) exceed Health Premiums (as defined herein); provided, however, that in no event shall the aggregate liability expressed by the foregoing formula exceed the sum of Fifty Thousand Dollars (\$50,000) (the "COBRA Liability"). An amount equal to the maximum potential COBRA Liability (\$50,000) shall be withheld from the Purchase Price referred to in Section 2.2.1 above and shall be placed in escrow pursuant to Section 6.7 above and expended or released as provided therein. For purposes of the foregoing, the term "Reimbursement Costs" shall mean the aggregate cost of benefits actually paid to Qualified Beneficiaries (as defined herein) for reimbursable expenses incurred after the Closing under any group health plan (within the meaning of Section 5000(b)(1) of the Code) maintained by or on behalf of the Company plus any necessary legal or court costs attributable to any properly denied claims for benefits by Qualified Beneficiaries; the term "Health Premiums" shall mean the aggregate contributions paid by Qualified Beneficiaries for continuation coverage under any such group health plan following the Closing; and the term "Qualified Beneficiaries" shall mean the persons identified on Exhibit 3.16 in response to the disclosure required by Section 3.16.5 hereof, or any other persons, whether so identified or not, who are entitled to such benefits as a consequence of the maintenance of such a group health plan by the Company prior to and/or through the Closing. Notwithstanding anything to the contrary stated herein, the limitation included in Section 10.4.2 hereto shall not apply to the indemnification obligations of the Stockholders contained in this Section 6.11.

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7. CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PURCHASER.

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

7.1 Representations True at Closing. The representations and warranties

made by the Stockholders and the Company in this Agreement, the Exhibits hereto or any document or instrument delivered to the Purchaser or its representatives hereunder shall be true and correct on the Closing Date hereunder with the same force and effect as though such representations and warranties had been made on and as of such time (except for changes contemplated by this Agreement or occurring in the ordinary course of business which do not singly or in the aggregate have a material adverse effect on the business, operations or financial condition of the Company).

7.2 Covenants of the Stockholders and the Company. The Stockholders and

the Company shall have duly performed all of the covenants, acts and undertakings to be performed by them on or prior to the Closing Date and they shall deliver to the Purchaser certificates dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth in Section 7.1 hereof. Such certificates shall be deemed representations and warranties of the Stockholders and the Company hereunder.

7.3 No Injunction Etc. No action, proceeding, investigation, regulation or

legislation shall have been instituted, threatened or proposed before any court,

governmental agency or legislative body to enjoin, restrain, prohibit, or obtain substantial damages in respect of, or which is related to, or arises out of, this Agreement or the consummation of the transactions contemplated hereby, or which is related to or arises out of the business of the Company or the Stockholders, if such action, proceeding, investigation, regulation or legislation, in the judgment of the Purchaser, would make it inadvisable to consummate such transactions.

7.4 Opinion of Counsel. A favorable opinion of Powell, Goldstein, Frazer & -----
Murphy LLP, counsel for the Stockholders and the Company, shall have been delivered to the Purchaser, dated as of the Closing Date, substantially in form and substance of the opinion attached hereto as Exhibit 7.4.

7.5 Consents and Waivers. The Purchaser shall have received from the -----
Stockholders and the Company a true and correct copy of each consent and waiver required

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(a) in Section 2.4 hereof, or (b) for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.6 Regulatory Approvals. The execution and the delivery of this Agreement -----
and the consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law.

7.7 Absence of Adverse Changes. Since June 30, 1997, the Company shall not -----
have suffered (a) any change in its financial condition, business, properties or assets which singly or in the aggregate adversely affects the business, assets, operations or financial condition of the Company, or (b) any transaction or event described in Section 3.9 hereof, and the President of the Company shall deliver to the Purchaser a certificate to such effect.

7.8 Employment Agreement. Peterson shall have executed and delivered an -----
Employment Agreement in the form of Exhibit 6.4 hereto.

8. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE STOCKHOLDERS. -----

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

8.1 Representations True at Closing. The representations and warranties -----
made by the Purchaser in this Agreement or any document or instrument delivered to the Stockholders or their representatives hereunder shall be true and correct on the Closing Date hereunder with the same force and effect as though such representations and warranties had been made on and as of such date, except for changes contemplated by this Agreement.

8.2 Covenants of the Purchaser. The Purchaser shall have duly performed -----
all of the covenants, acts and undertakings to be performed by it on or prior to the Closing Date, and a duly authorized officer of the Purchaser shall deliver to the Stockholders a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 8.1 above. Said certificate shall be deemed a representation and warranty of the Purchaser hereunder.

8.3 Approvals. The execution and the delivery of this Agreement and the -----
consummation of the transactions contemplated hereby shall have been approved by all regulatory authorities whose approvals are required by law.

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9. CLOSING. -----

9.1 Time and Place of Closing. The Closing shall be held at the offices of -----
Hunton & Williams, 600 Peachtree Street, N.E., Suite 4100, Atlanta, Georgia, on

December __, 1997, commencing at 10:00 a.m. Atlanta time, or at such other place or on such other date as is agreed to in writing by the parties hereto.

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

transactions shall occur:

9.2.1 The Stockholders' Performance. At the Closing, the Stockholders

shall deliver to the Purchaser the following:

- (a) certificates representing all of the Purchased Stock, duly endorsed for transfer or accompanied by instruments of transfer satisfactory in form and substance to the Purchaser and its counsel, together with a new certificate representing such shares issued in the name of the Purchaser;
- (b) certificates of compliance or certificates of good standing of the Company, as of the most recent practicable date, from the Secretary of State, or other appropriate governmental authority, of each of the jurisdictions listed on Exhibit 3.1 hereto;

- (c) certified copies of resolutions of the Board of Directors of Company approving the transactions set forth in this Agreement;
- (d) opinion of counsel for the Stockholders and the Company in the form of Exhibit 7.4 hereto;

- (e) evidence of the resignations described in Section 6.1;
- (f) incumbency certificates for the officers of the Company executing this Agreement or any document or agreement ancillary hereto;
- (g) executed Release agreements in the form of Exhibit 6.2 hereto, as

contemplated by Section 6.2 hereof;
- (h) executed Covenant Not to Compete agreements in the form of Exhibit

6.3 hereto, as contemplated by Section 6.3 hereof;

- (i) executed Employment Agreement in the form of Exhibit 6.4 hereto, as

contemplated by Section 6.4 hereof;
- (j) executed Escrow Agreement for Stockholders in the form of Exhibit

6.7 hereto, as contemplated by Section 6.7 hereof;

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(k) executed Registration Rights Agreement in the form of Exhibit 2.10

hereto, as contemplated by Section 2.10 hereof;

(l) such other evidence of the performance of all covenants and satisfaction of all conditions required of the Stockholders by this Agreement as the Purchaser or its counsel may reasonably require.

9.2.2 Performance by the Purchaser. At the Closing, the Purchaser shall

deliver to the Stockholders the following, as applicable:

- (a) to the Stockholders, certificates of the Equifax Common Stock, duly issued, to the Stockholders, as contemplated by Section 2.3 hereof;
- (b) certified copies of resolutions of the Board of Directors of the Purchaser, or the Executive Committee thereof, approving the transactions set forth in this Agreement;
- (c) incumbency certificate for the officers of the Purchaser executing this Agreement or any agreement delivered ancillary hereto;
- (d) executed Employment Agreement in the form of Exhibit 6.4 hereto, as

contemplated by Section 6.4 hereof;
- (e) executed Escrow Agreement in the form of Exhibit 6.7 hereto, as

contemplated by Section 6.7 hereof;
- (f) executed Registration Rights Agreement in the form of Exhibit 2.10

hereto, as contemplated by Section 2.10 hereof;

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

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

10.1 Survival of Representations and Warranties of the Stockholders and the

Company; Indemnification.

10.1.1 All representations and warranties by the Stockholders and the Company in this Agreement, the Exhibits hereto, or in any document or instrument executed and delivered pursuant hereto are material, have been relied upon by the Purchaser, shall survive the Closing hereunder and shall not merge in the performance of any obligation by any party hereto. Any examination, inspection or audit of the properties, financial condition or other matters of the Company and its business conducted by the Purchaser or on its behalf

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on or prior to the Closing Date shall in no way limit, affect or impair the ability of Purchaser to rely upon the representations, warranties, covenants and obligations of the Stockholders and the Company set forth herein.

10.1.2 Subject to Section 10.4 hereto, each Indemnifying Stockholder hereby agrees to indemnify and hold the Purchaser harmless on an after-tax basis from and against all liability, loss, damage, or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any investigation or suit related thereto) actually incurred, net of any resulting income tax benefits actually realized by the Purchaser, and arising from (i) any misrepresentation, or breach of any covenant or warranty of the Company contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by the Company hereunder; (ii) any claim for workers' compensation that relates to an occurrence prior to Closing, to the extent not covered by insurance maintained by the Company prior to Closing; (iii) the payment by the Company of federal, state, local or foreign taxes (together with any interest and penalties thereon), including, without limitation, any income, unemployment compensation, social security, payroll, sales, intangible, use, excise, privilege, ad valorem, franchise, license and any other tax under the laws of the United States or any foreign jurisdiction or any state, province, or municipal or political subdivision thereof, if any, that accrued or relates to any period through and including the Closing Date and is in excess of the amount accrued therefor on the Closing Date Balance Sheet; (iv) any suit, action, proceeding, claim or investigation, pending or threatened, or which may be filed in the future, which relates to the operations of the Company or its officers, directors, employees or affiliates with regard to matters arising prior to Closing, regardless of whether it is disclosed on Exhibits 3.10

or 3.11 hereto; or (v) any suit, action, proceeding, claim or investigation

arising from any claim by or on behalf of any party that such party has a direct, equitable or beneficial interest in the Company. The parties to this Agreement agree that the Indemnifying Stockholders will have no right of reimbursement or contribution from the Company with respect to any right of recovery against the Indemnifying Stockholders by the Purchaser. For all purposes of this Article 10, any liability, loss, damage or injury and reasonable costs and expenses (including, without limitation, reasonable counsel fees and costs of any investigation or suit related thereto) suffered or incurred by the Company arising from any such breach of a covenant, representation or warranty by any Stockholder or the Company as aforesaid against which Purchaser is indemnified and held harmless hereinabove shall be deemed suffered and incurred by Purchaser, which shall, either independently or jointly with the Company, be entitled to enforce such covenants of indemnity.

10.1.3 Each Indemnifying Stockholder hereby agrees to indemnify and hold the Purchaser harmless from and against all liability, loss, damage, or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any investigation or suit related thereto) actually incurred and arising from any misrepresentation, or breach of any covenant or warranty of a Stockholder contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by a Stockholder hereunder.

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10.2 Survival of Representations and Warranties of the Purchaser;

Indemnification. All representations, warranties, agreements, covenants and

obligations made or undertaken by the Purchaser in this Agreement or in any document or instrument executed and delivered pursuant hereto are material, have been relied upon by the Stockholders, shall survive the Closing hereunder and shall not merge in the performance of any obligation by any party hereto. The Purchaser agrees to indemnify and hold the Stockholders harmless from and against all liability, loss, damage or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any suit related thereto) actually incurred by the Stockholders arising from any misrepresentations, or breach of any covenant or warranty of the Purchaser contained in this Agreement or the Exhibits hereto, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished by the Purchaser hereunder.

10.3 Indemnification Procedure.

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

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

assume the defense or control of any Action if: (v) the Indemnified Party agrees, in writing, to assume the cost of such Action and forgo any indemnity claimed under this Section 10, (w) in the reasonable opinion of legal counsel for the Indemnified Party, such Action involves the potential imposition of a criminal liability on the Indemnified Party, its officers, directors, employees or agents, (x) in the reasonable opinion of legal counsel for the Indemnified Party, an actual or potential conflict of interest exists where it is advisable for such Indemnified Party to be represented by separate counsel, (y) with respect to Purchaser only, failure to stay the enforcement of such Action will result in the imminent risk of sale, forfeiture or loss of the assets of the Company or any material portion thereof or a material disruption in the operation of the Business, or (z) with respect to Purchaser only, such Action results in the creation of any lien on the assets of the Company or the Business, or any portion thereof unless the Indemnifying Party shall have filed with the court an appropriate security bond securing payment of any such lien and all costs associated therewith; provided, however, with respect to clauses

(x) and (y) in this Section 10.3.1, the Indemnified Party shall conduct the defense of the Action in a manner, in the Indemnified Party's reasonable good faith judgment, reasonably designed to avoid or minimize potential damages for which the Indemnifying Party will ultimately be responsible for hereunder. In the circumstances described in the foregoing subsections 10.3.1(v) through (z), (I) the Indemnified Party shall provide notice to the Indemnifying Party of the assumption of the defense by the Indemnified Party and shall be entitled to

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control and assume responsibility for the defense of such Action, at the cost and expense of the Indemnifying Party; (II) the Indemnifying Party may, in any event, participate in all such proceedings at its own cost and expense; and (III) the Indemnified Party will provide copies of pleadings and other documents necessary to permit the Indemnifying Party to participate in such proceedings or to follow the course of such proceedings.

10.3.2 The failure of the Indemnified Party to give notice as provided herein shall relieve the Indemnifying Party of any obligation under this Article 10 only if and to the extent that such failure materially prejudices the ability of the Indemnifying Party to defend such action, and such failure shall in no event relieve the Indemnifying Party of any liability that the Indemnifying Party may have to the Indemnified Party otherwise than under Article 10.

10.3.3 In the defense of any such Action, regardless of who is in control thereof, the controlling party shall not, except with the prior written consent of the non-controlling party, consent to entry of any judgment or enter into any settlement, which consent of the non-controlling party will not be unreasonably withheld provided such judgment or settlement includes as an unconditional term thereof the giving by the claimant or plaintiff to the non-controlling party of a release from liability with respect to such claim or litigation and, in the case of indemnification under Section 10.1 hereof, would not result in a material impairment of Purchaser's ability to conduct the business of the Company in the ordinary course.

10.3.4 In the defense of any such Action, regardless of who is in control thereof, the Indemnifying Party and the Indemnified Party shall cooperate fully with each other, and shall cause their legal counsel, accountants and affiliates to do so, and shall make available to the other party

all relevant books, records and information (in such party's control) during normal business hours, and shall furnish to each other, at the Indemnifying Party's expense, such other assistance as the other party may reasonably require in connection with such defense.

10.4 Limits on Indemnification Obligation. Notwithstanding anything in

Sections 10.1 and 10.2 to the contrary or in conflict:

10.4.1 Subject to the applicable statutes of limitation, a claim for indemnification by the Purchaser may be made at any time based on the representations and warranties contained in Sections 3.1.1, 3.2, 3.6, 3.11.2, 3.13.2, 3.16, 4.1 and 4.2 (collectively, "Type I Claims"). A claim for indemnification by the Purchaser based on the representations and warranties contained in Section 3.13.6 (a "Type II Claim") shall be forever barred unless made by notifying the Stockholders within twenty-four (24) months after the Closing Date. Except for Type I Claims and Type II Claims, a claim for indemnification by the Purchaser under this Agreement shall be forever barred unless made by notifying the Indemnifying Stockholders within three (3) years

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after the Closing Date. The Indemnifying Stockholders shall be liable to Purchaser for all Losses based on the representations and warranties contained in Sections 3.13.2, 4.2 and the fifth sentence of Section 3.16.2 hereto without regard to the limitation included in Section 10.4.2 hereto.

10.4.2 Neither the Indemnifying Stockholders nor the Purchaser shall be liable under the indemnity provisions of Section 10.1 or Section 10.2, as applicable, in any instance until such time as the aggregate liability under such section exceeds \$86,000 (the "Basket"), in which event the Indemnifying Stockholders or the Purchaser, as is applicable, shall be liable to the full extent of such liability, including the Basket.

10.4.3 In no event shall the liability of the Indemnifying Stockholders under Section 10.1 for all Losses of Purchaser exceed, in the aggregate, the Purchase Price.

10.4.4 In determining the amount of any loss, liability or expense for which any indemnified party is entitled to indemnification under this Agreement, the gross amount thereof will be reduced by any insurance proceeds actually paid to any indemnified party; provided, however, that if such party has been indemnified hereunder but does not actually receive such proceeds until after being indemnified, such party shall reimburse the indemnifying party for amounts paid to such party to the extent of the insurance proceeds so received.

11. TERMINATION.

11.1 Method of Termination. This Agreement constitutes the binding and

irrevocable agreement of the parties to consummate the transactions contemplated hereby, the consideration for which is (a) the covenants set forth in Articles 2 and 6 hereof, and (b) expenditures and obligations incurred and to be incurred by the Purchaser and the Stockholders in respect of this Agreement, and this Agreement may be terminated or abandoned only as follows:

11.1.1 by the mutual consent of the Purchaser and the Stockholders;

11.1.2 by the Purchaser on or after December 31, 1997, if any of the conditions set forth in Article 7 hereof, to which the obligations of the Purchaser are subject, have not been fulfilled or waived, unless such fulfillment has been frustrated or made impossible by any act or failure to act of the Purchaser;

11.1.3 by the Stockholders on or after December 31, 1997, if any of the conditions set forth in Article 8 hereof, to which the obligations of the Stockholders are subject, have not been fulfilled or waived, unless such fulfillment has been frustrated or made impossible by any act or failure to act of the Company or the Stockholders.

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12. GENERAL PROVISIONS.

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

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

12.1.1 If to the Company, at:

Goldleaf Technologies, Inc.

100 West Main Street
Hahira, Georgia 31832
Attn: David L. Peterson

If to Peterson, at:

David L. Peterson
307 E. Lawson Street
Hahira, Georgia 31632

If to Wetherington Farms or B. Wetherington at:

c/o Bobby G. Wetherington
4121 Georgia Highway 122 East
Hahira, Georgia 31632

With a copy to:

Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, Suite 1600
Atlanta, Georgia 30303
Attn: Kathryn L. Knudson, Esq.

12.1.2 If to the Purchaser, at:

Equifax Payment Services, Inc.
11601 Roosevelt Boulevard, N.
St. Petersburg, Florida 33716
Attn: Howard Franzblau

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With a copy to:

Equifax Payment Services, Inc.
Legal Department
11601 Roosevelt Blvd., N.
St. Petersburg, FL 33716
Attention: Stephen Koch, Esq.

With a copy to:

Hunton & Williams
NationsBank Plaza - Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308
Attention: J. William Gibson, Esq.

12.1.3 If delivered personally or by overnight courier, the date on which a notice, request, instruction or document is delivered shall be the date on which shall delivery is made and, if delivered by mail, the date on which such notice, request, instruction or document is received shall be deemed to be the third business day following the date of mailing.

12.1.4 Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section 12.1.

12.2 Brokers. The Purchaser, on the one hand, and the Stockholders and the

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

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

Closing Date, the Stockholders shall execute such additional instruments and take such actions as may be reasonably requested by the Purchaser to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

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

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

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

with or related to the authorization, preparation and execution of this Agreement and the Closing of

the transactions contemplated hereby, including, without limitation of the generality of the foregoing, all fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party or parties which has incurred the same, except that all expenses of the Company shall be borne solely by the Stockholders.

12.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.7 Headings. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not and shall not be deemed to be a part of this Agreement.

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

12.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.11 Number and Gender. Whenever the context requires, references in this Agreement to the singular number shall include the plural, the plural number shall include the singular and words denoting gender shall include the masculine, feminine and neuter.

12.12 Exhibits Incorporated. All Exhibits attached hereto are incorporated herein by reference.

12.13 Confidentiality; Public Announcements. The Company, each Stockholder and Purchaser agree that each will maintain the confidentiality of the terms and provisions of this Agreement and the information and materials marked as Confidential and delivered to them or made available for their inspection pursuant to this Agreement. In the event the Closing does not occur, the Company, each Stockholder and Purchaser will as soon as practicable return all material of or concerning the other party obtained from such other party then in their possession and hereby covenant to keep confidential any information concerning the other party and ascertained from their review for a period of two years commencing upon the termination of this Agreement. Notwithstanding the foregoing, the prohibitions and restrictions set forth in this Section 12.13 shall not apply to any information (a) in the public

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domain not as a result of the violation of Purchaser's, any Stockholder's or the Company's undertaking herein, (b) available to Purchaser, the Stockholders or the Company on a non-confidential basis without regard to the disclosure by Purchaser, the Stockholders or the Company to the other party, (c) available to Purchaser, the Stockholders or the Company from a source other than the other party (provided that such source is not acting in so acting is not violating any duty or agreement of confidentiality), or (d) required to be disclosed by any law, rule or regulation.

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

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

THE PURCHASER:

EQUIFAX PAYMENT SERVICES, INC.

By:/s/ Lee A. Kennedy

Name: Lee A. Kennedy
Title: Executive Vice President and Group
Executive

EQUIFAX INC.

By:/s/ David A. Post

Name: David A. Post
Title: Corporate Vice President and Chief
Financial Officer

THE STOCKHOLDERS:

/s/ David L. Peterson

David L. Peterson

B.G. WETHERINGTON FARMS, L.P.

By:/s/ Bobby G. Wetherington

Name: Bobby G. Wetherington
Title: General Partner

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B. WETHERINGTON:

/s/ Bobby G. Wetherington

Bobby G. Wetherington

THE COMPANY:

GOLDLEAF TECHNOLOGIES, INC.

By:/s/ David L. Peterson

Name: David L. Peterson
Title: President

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LIST OF EXHIBITS

EXHIBITS

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- | | |
|--------|--|
| 1(a) | Canned Software |
| 1(b) | Licensed Software |
| 1(c) | Proprietary Software |
| 2.2.1 | Stockholders Respective Shares of Equifax Common Stock |
| 2.3 | Exceptions to Conduct of the Business of the Company |
| 2.8(a) | Release |
| 2.8(b) | Exceptions to Release |
| 2.8(c) | Former Stockholders |
| 2.10 | Registration Rights Agreement |
| 2.11 | Investment Letter |
| 3.1 | Organization and Standing |

3.2(a)	Articles of Incorporation of the Company
3.2(b)	Bylaws of the Company
3.3(a)	Capitalization of Company
3.5.1	Financial Statements
3.5.2	Additional Liabilities of the Company
3.6	List of Additional Taxes, Interest, Penalties, etc.
3.7	List of Assets and Leases
3.7.5(ii)	List of Instruments, Documents and Agreements creating Securities for Accounts Receivable

3.8	List of Violations of Terms of Agreements
3.9	List of Changes
3.10	List of Litigation
3.11	List of License and Permit Problems
3.12	List of Contracts
3.13	Computer Software Matters
3.14	List of Trademarks, Trade Names, Service Marks, Service Names, etc.
3.16	ERISA Matters
3.19	Schedule of Claims History
3.21	Transaction and Affiliates
4.2	Liens on Purchased Stock
4.4	List of Stockholder Litigation
6.3	Form of Covenant Not to Compete
6.4	Form of Peterson Employment Agreement
6.7	Form of Escrow Agreement
7.4	Opinion of Counsel for the Stockholders and the Company

[LETTERHEAD OF HUNTON & WILLIAMS APPEARS HERE]

December 22, 1997

Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, Georgia 30309

Re: Equifax Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel for Equifax Inc., a Georgia corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-3 to be filed by the Company with the Securities and Exchange Commission (the "Registration Statement"), of an aggregate of 266,374 shares of the Company's Common Stock, \$ 1.25 par value per share, to be sold by certain Selling Shareholders named in the Registration Statement (the "Shares").

In rendering this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of officers of the Company and certificates of public officials as we have deemed appropriate for the purposes of providing this opinion.

In our examination, we assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as certified or photostatic copies.

Based upon the foregoing, and in reliance thereon, and subject to the limitations, qualifications and exceptions set forth herein, we are of the opinion that the Shares have been duly authorized and are validly issued, fully paid and non-assessable under the laws of the State of Georgia as in effect on this date.

We hereby consent to the reference to our Firm under the heading "legal opinion" in the Prospectus contained in the Registration Statement and to the filing of this Opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement.

Very truly yours,

/s/ Hunton & Williams

Hunton & Williams

[ARTHUR ANDERSEN LLP LETTERHEAD APPEARS HERE]

CONSENT OF INDEPENDENT ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this registration statement of our report dated February 14, 1997 included in Equifax Inc.'s Form 10-K for the year ended December 31, 1996 and to all references to our Firm included in this registration statement.

/s/ Arthur Andersen LLP

ARTHUR ANDERSEN LLP
December 18, 1997

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is made this 18th day of December, 1997, by and among Equifax Inc., a Georgia corporation (the "Company"), and those other persons who are signatories hereto (individually, a "Stockholder" and collectively, the "Stockholders").

RECITALS

WHEREAS, the Company, Equifax Payment Services, Inc., a Delaware corporation and wholly owned subsidiary of the Company (the "Subsidiary"), Goldleaf Technologies, Inc., a Georgia corporation ("Goldleaf"), and the Stockholders, have entered into a Stock Exchange Agreement (the "Exchange Agreement") dated as of December 18, 1997, providing for the acquisition of all of the outstanding shares of capital stock of Goldleaf by the Subsidiary through an exchange (the "Exchange") by the Stockholders of such stock for shares of the Company's common stock.

WHEREAS, the Stockholders upon consummation of the Exchange will hold not less than 269,508 shares of the issued and outstanding common stock, \$.01 par value, of the Company (the "Common Stock"); and

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

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

1. Registration Rights.

1.1. Definitions.

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

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

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

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

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

1.2. Registrations.

(a) The Company shall use its best efforts to prepare and file with the SEC a registration statement (the "Registration Statement") on a form available for the registration of Registrable Securities under the 1933 Act for the resale of the Registrable Securities issued in connection with the Exchange by the Holders from time to time, covering all the Registrable Securities issued in connection with the Exchange, and shall use its best efforts to have the Registration Statement filed as soon as practicable following the Closing Date (as defined in the Exchange Agreement), and shall use its reasonable best efforts to cause the Registration Statement to be declared effective as soon as possible thereafter.

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

(c) The Company shall prepare and file with the SEC such amendments and

supplements to each registration statement filed hereunder and the prospectus used in connection therewith as may be necessary to keep the registration statement effective until the earlier of (i) the time when all the Registrable Securities covered by such registration statement have been sold by the Holders and (ii) the date as of which each Holder is entitled to sell all remaining Registrable Securities covered by such registration statement held by such Holder, without limitation as to volume, pursuant to Rule 144 under the 1933 Act.

(d) Subject to the limitations set forth in Section 1.8 hereof and subject to compliance with the obligations imposed by federal and state securities laws, each Holder shall be entitled to make sales of Registrable Securities pursuant to an effective registration statement without limit.

1.3. Obligations of the Company.

Whenever required under Section 1.2, the registration of any Registrable Securities or the amendment of a registration statement filed hereunder, the Company shall:

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

(b) Furnish to the Holders such reasonable number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), any documents incorporated by reference into the registration statement and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

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

(d) Promptly notify each Holder of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto covered by such registration statement is required to be delivered under the 1933 Act, of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and promptly file such amendments and supplements which may be required pursuant to paragraph (a) of this Section 1.3 on account of such event and use its best efforts to cause each such amendment and supplement to become effective;

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

(f) Otherwise use its best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act and Rule 158 thereunder.

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1.4. Furnishing of Information.

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

1.5. Expenses.

All expenses incurred by the Company in connection with each of the registrations, filings or qualifications pursuant to Section 1.2 (including all amendments thereto), including (without limitation) all registration, printing and accounting fees, fees and disbursements of counsel for the Company shall be borne by the Company.

1.6. Indemnification.

In the event any Registrable Securities are included in a registration statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will and hereby does indemnify and hold harmless each selling Holder, the officers, directors, shareholders and partners of such Holder and each person, if any, who controls such Holder within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended (the "1934 Act"), against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the 1933 Act, the 1934 Act or other federal or state law or common law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (each a "Violation"): (i) any untrue statement of a material fact contained in such registration statement, or the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (including in any prospectus or preliminary prospectus included therein), unless such untrue statement or omission was contained in or omitted from a preliminary prospectus and corrected in a final or amended prospectus and the seller failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the same of the registered securities to the persons asserting any such loss, claim, damage or liability in the case where such delivery is required by the 1933 Act, or (ii) any other violation by the Company of the 1933 Act or any other securities law or any rule or regulation promulgated thereunder. The Company will reimburse each such selling Holder, officer, director, shareholder, partner or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action. The indemnity agreement contained in this Section 1.6(a) shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable to a Holder in any such

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case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for inclusion in such registration statement by or on behalf of such Holder or controlling person.

(b) To the fullest extent permitted by law, each selling Holder will and hereby does indemnify and hold harmless the Company, each of its directors, each of its officers who sign the registration statement, each person, if any, who controls the Company within the meaning of the 1933 Act, each agent and any other selling Holder selling securities in such registration statement and any of its directors, officers or partners or any person who controls such selling Holder, against any losses, claims, damages or liabilities (joint or several) to which they may become subject under the 1933 Act, the 1934 Act or other federal or state or common law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with information furnished by or on behalf of such Holder expressly for inclusion in such registration statement; and each such selling Holder will reimburse any legal or other expenses reasonably incurred by (x) the Company or any such director, officer, agent, controlling person of the Company, or (y) other selling Holder, officer, director, partner or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the

liability of each selling Holder hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the total price to the public at which the registered securities sold by such selling Holder under such registration statement bears to the total public offering price of all securities, but not in any event to exceed the proceeds received by such selling Holder from the sale of Registrable Securities covered by such registration statement. The indemnity agreement contained in this Section 1.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the selling Holder (which consent shall not be unreasonably withheld) nor, in the case of a sale directly by the Company of its securities (including a sale of such securities through any underwriter retained by the Company to engage in a distribution solely on behalf of the Company), shall the selling Holder be liable to the Company in any case in which such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended

prospectus, and the Company failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of the securities to the person asserting any such loss, claim, damage or liability in any case where such delivery is required by the 1933 Act.

(c) Each indemnified party or parties shall give reasonably prompt notice to each indemnifying party or parties of any action or proceeding commenced against it in respect of which indemnity may be sought hereunder, but failure so to notify an indemnifying party or parties shall not relieve it or them from any liability which it or they may have under this indemnity agreement, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. If the indemnifying party or parties so elects within a reasonable time after receipt of such notice, the indemnifying party or parties may assume the defense of such action or

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proceeding at such indemnifying party's or parties' expense with counsel chosen by the indemnifying party or parties and approved by the indemnified party defendant in such action or proceeding, which approval shall not be unreasonably withheld; provided, however, that if such indemnified party or parties determine

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

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

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Holder of registered securities agrees that it would not be just and equitable if contribution pursuant to Section 1.6(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 1.6(d). The amount paid or payable by an indemnified party as a result of the claims referred to above in this Section 1.6(d) shall include any legal or other expenses reasonably incurred by such indemnified party in connection with investigation or defending any such action or claim.

(e) Without the prior written consent of the indemnified party, no

indemnifying party shall consent to entry of judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release of all liability in respect of such claim.

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

1.7. Availability of Rule 144. -----

With a view of making available to the Holders the benefits of Rule 144 promulgated under the 1933 Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration and with a view to making it possible for the Holders to register the registered securities pursuant to a registration statement on Form S-3, the Company agrees to use its best efforts:

(a) to make and keep public information available, as those terms are understood and defined in Rule 144, until such information is no longer required to be available in order for any Holder to sell his or her Registrable Securities;

(b) to file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act throughout the effective period of the Registration Statement specified in Section 1.2(c); and

(c) to furnish to any Holder so long as the Holder owns any Registrable Securities forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act or as to its qualification as a registrant whose securities may be resold pursuant to Form S-3, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing the Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

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1.8. Holdback Agreements. -----

Upon the request of the underwriters managing a public offering for sale by the Company of its securities, each Holder shall not sell or otherwise transfer or dispose of any Registrable Securities for 120 days following the effective date of a registration statement filed by the Company under the 1933 Act covering the offer and sale of Common Stock or such other securities by the Company in an underwritten offering without the prior written consent of the underwriters for such offering. The Company may impose stop transfer restrictions with respect to Registrable Securities subject to the foregoing restriction until the end of the 120-day period set forth above.

1.9. Transfer of Registration Rights. -----

The registration rights of a Holder under this Agreement may be transferred to any transferee who acquires all of the shares of Common Stock originally acquired by such Holder, dated as of even date herewith, by, between and among the Company and the Stockholders, provided, however, that the Company is given written notice by the transferor at the time of such transfer stating the name and address of the transferee and identifying the securities with respect to which the rights under this Agreement are being assigned and provided further that the transferee agrees in writing to acquire and hold such securities subject to the provisions of this Agreement.

2. Representations and Warranties of the Stockholders. -----

As an inducement of the Company to issue the Registrable Securities to each Stockholder, each Stockholder represents and warrants to the Company as follows:

2.1. No Distribution. -----

Each Stockholder is acquiring the Registrable Securities for its own account with no view to any distribution thereof in violation of the 1933 Act. Each Stockholder understands that since the Registrable Securities have not been registered under the 1933 Act, the Registrable Securities must be held indefinitely unless they are subsequently registered under the 1933 Act or an

exemption from such registration is available. Each Stockholder acknowledges that the Company is under no obligation to register under the 1933 Act any sale of the Registrable Securities or to comply with any provisions which would entitle any such sale to any exemption from registration, except as provided in this Agreement. Each Stockholder is fully familiar with Rule 144 promulgated under the 1933 Act.

2.2. Information Made Available.

Each Stockholder has received and reviewed the Company's most recent Annual Report to Stockholders, its most recent Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q. In addition, each Stockholder has

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

2.3. Legend Requirement.

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

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, pledged or otherwise transferred without an effective registration under said Act or unless the Company shall have received an opinion of counsel satisfactory to the Company that an exemption from registration under such Act is then available."

Such legend shall be removed by the Company upon effectiveness of the Registration Statement. The Company may maintain a "stop transfer order" against the Registrable Securities until the Registration Statement is declared effective.

2.4. Prospectus Requirements.

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

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the use of said prospectus and ending at the time the Company gives notice that such Stockholder may thereafter effect sales pursuant to said prospectus.

3. Miscellaneous.

3.1. Notices.

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

Federal Express, to the party to whom the same is so given or made:

If to Company, to: Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attn: General Counsel and Corporate Secretary

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

With a copy to: Hunton & Williams
600 Peachtree Street, Suite 4100
Atlanta, Georgia 30308
Attn: J. William Gibson, Esq.

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

Powell, Goldstein, Frazier & Murphy LLP
191 Peachtree Street, Suite 1600
Atlanta, Georgia 30303
ATTN: Kathryn L. Knudson, Esq.

3.2. Entire Agreement. -----

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

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3.3. Headings; Certain Terms. -----

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

3.4. Governing Law. -----

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

3.5. Severability. -----

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

3.6. Termination of Agreement. -----

This Agreement shall terminate on the earlier of: (i) the time when all the Registrable Securities covered by such registration statement have been sold by the Holders or the date as of which each Holder is entitled to sell all remaining Registrable Securities held by such Holder, without limitation as to volume, pursuant to Rule 144 under the 1933 Act.

3.7. Amendment and Waivers. -----

Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and the Holders of at least 51% of the Registrable Securities outstanding at the time.

3.8. Section References. -----

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

3.9. Counterparts.

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

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3.10. Binding Effect.

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

[THE NEXT FOLLOWING PAGES ARE THE SIGNATURE PAGES]

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IN WITNESS WHEREOF, the parties have signed this Agreement, or have caused this Agreement to be signed on their behalf by an officer or representative thereunder duly authorized, on the respective dates stated below.

EQUIFAX INC.

By: /s/ David A. Post

Name: David A. Post

Title: Corporate Vice President and
Chief Financial Officer

STOCKHOLDERS:

/s/ David L. Peterson

David L. Peterson

B.G. WETHERINGTON FARMS, L.P.

By:/s/ Bobby G. Wetherington

Name: Bobby G. Wetherington

Title: General Partner

B. WETHERINGTON:

/s/ Bobby G. Wetherington

Bobby G. Wetherington

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