

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

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**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 12, 2004

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**EQUIFAX INC.**

(Exact name of registrant as specified in its charter)

<b>Georgia</b> (State or other jurisdiction of incorporation)	<b>1-6605</b> (Commission File Number)	<b>58-0401110</b> (I.R.S. Employer Identification No.)
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<b>1550 Peachtree Street, N.W</b> <b>Atlanta, Georgia</b> (Address of principal executive offices)	<b>30309</b> (Zip Code)
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Registrant's telephone number, including area code: **(404) 885-8000**

**Not Applicable**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On November 12, 2004, Equifax Inc. (the “Company”) executed a definitive Supplemental Retirement Plan for Executives of Equifax Inc. (“SRP”) that covers designated executives of the Company. The SRP was approved by the Compensation, Human Resources and Management Succession Committee of the Company’s Board of Directors on December 1, 2003 and it was implemented effective January 1, 2004. The principal terms of the SRP were described on pages 25-26 of the Company’s Proxy Statement filed with the Securities and Exchange Commission on March 23, 2004, relating to the Company’s 2004 annual meeting of shareholders, and the SRP has not been materially amended since that date.

The SRP provides an annual benefit equal to 2.5% of average total earnings multiplied by years of service as a senior executive officer up to 10 years, plus 1.67% of average total earnings multiplied by years of service as a senior executive officer in excess of 10 years and up to 20 years. For service as a senior executive officer in excess of 20 years or in a position other than as a senior executive officer, a participant receives a “restoration benefit” that provides a benefit using a formula similar to that of the Company’s Retirement Income Plan (“RIP”), a defined benefit pension plan, without the Internal Revenue Service limits on compensation. The benefit under the SRP is reduced by the benefit payable under the RIP and is paid without regard to the limitations under Internal Revenue Code Sections 401(a) and 415. RIP and SRP benefits are not reduced for Social Security benefits. The total maximum benefit under the SRP and the RIP cannot exceed 50% of the executive’s average total earnings. RIP and SRP benefits are computed and payable in the form of a life annuity.

Thomas F. Chapman, Chairman and Chief Executive Officer, is not eligible for the SRP. Karen H. Gaston, Chief Administrative Officer, Donald T. Heroman, Chief Financial Officer, and Kent E. Mast, Corporate Vice President and General Counsel, participate in the SRP as senior executive officers. Nuala M. King, Senior Vice President and Corporate Controller, David J. Gunter, Vice President—Finance, and Michael G. Schirk, Vice President and Treasurer, participate in the SRP, but not as senior executive officers.

The foregoing description is qualified in its entirety by reference to the provisions of the SRP, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

**Item 9.01. Financial Statements and Exhibits**

(c)	Exhibits
10.1	Supplemental Retirement Plan for Executives of Equifax Inc.

**SIGNATURE**

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

**EQUIFAX INC.**

By: /s/ Karen H. Gaston  
Name: Karen H. Gaston  
Title: Chief Administrative Officer

Date: November 15, 2004

## Exhibit Index

The following exhibit is being filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Supplemental Retirement Plan for Executives of Equifax Inc.

SUPPLEMENTAL RETIREMENT PLAN  
FOR EXECUTIVES OF  
EQUIFAX INC.

Effective As of January 1, 2004

<TABLE>  
<CAPTION>

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS AND CONSTRUCTION.....	1
<S>	<C>	
<C>		
1.1	Definitions.....	1
	(a) Accrued Benefit.....	1
	(b) Actuarial (or Actuarially) Equivalent.....	1
	(c) Adopting Employer.....	1
	(d) Authorized Leave of Absence.....	1
	(e) Average Annual Compensation.....	1
	(f) Beneficiary.....	1
	(g) Board.....	2
	(h) Bonus.....	2
	(i) Break in Service.....	2
	(j) Code.....	2
	(k) Company.....	2
	(l) Compensation.....	2
	(m) Covered Compensation.....	2
	(n) Disability Retirement Date.....	2
	(o) Early Retirement Date.....	2
	(p) Effective Date.....	3
	(q) Eligible Spouse.....	3
	(r) Equifax Pension Plan.....	3
	(s) Equifax Pension Plan Benefit.....	3
	(t) ERISA.....	3
	(u) Executive.....	3
	(v) Final Average Annual Earnings.....	3
	(w) Late Retirement Date.....	3
	(x) Normal Retirement Date.....	3
	(y) Participant.....	3
	(z) Plan Administrator.....	4
	(aa) Plan.....	4
	(bb) Plan Year.....	4
	(cc) Restoration Benefit.....	4
	(dd) Retirement (Retire).....	4
	(ee) Section 401(a)(17) Limitation.....	4
	(ff) SERP Benefit.....	4
	(gg) Termination Date.....	4
	(hh) Total and Permanent Disability.....	4
	(ii) Vested Participant.....	4
	(jj) Year of Benefit Service.....	4
	(kk) Year of Senior Executive Officer Service.....	4
	(ll) Year of Vesting Service.....	5
1.2	Construction.....	5

</TABLE>

<TABLE>  
<CAPTION>

ARTICLE II	PARTICIPATION AND BREAK IN SERVICE.....	6
------------	---	---

<S>	<C>		
<C>			
2.1		Eligibility for Participation.....	6
2.2		Break in Service.....	6
2.3		Participants Bound.....	6
2.4		Transfers.....	6
	(a)	When Executive Becomes A Participant.....	6
	(b)	Accrued Benefit Upon Transfer To A Non-Eligible Status.....	6
ARTICLE III		RETIREMENT AND TERMINATION DATES; FORMS OF PAYMENT.....	8
3.1		Normal Retirement Benefit.....	8
3.2		Late Retirement Benefit.....	8
3.3		Early Retirement Benefit.....	8
	(a)	SERP Benefit:.....	8
	(b)	Restoration Benefit:.....	9
3.4		Disability Retirement Benefit.....	9
3.5		Vested Participant Benefit.....	10
3.6		Termination Prior to Completion of Vesting Requirements.....	10
3.7		Normal Form of Payment of Accrued Benefit.....	11
3.8		Optional Forms of Payment.....	11
	(a)	Ten Years Certain and Life Annuity Option.....	11
	(b)	Joint and Survivor Annuity Option.....	11
	(c)	Life Annuity.....	12
3.9		Benefits Upon A Change In Control:.....	12
	(a)	In General.....	12
	(b)	Change in Control.....	12
	(c)	Definitions.....	13
ARTICLE IV		RETIREMENT BENEFITS.....	15
4.1		Normal Retirement Benefit.....	15
	(a)	SERP Benefit.....	15
	(b)	Restoration Benefit.....	15
	(c)	Equifax Pension Plan Benefit.....	16
ARTICLE V		PRE-RETIREMENT DEATH BENEFITS.....	17
5.1		In General.....	17
5.2		Death Prior to Eligibility for Retirement or a Vested Participant Benefit.....	17
5.3		Death of Married Participant After Attaining Eligibility for Vested Participant Benefit.....	17
5.4		Death of Married Participant After Attaining Eligibility for Early or Normal Retirement.....	17
5.5		Death of Unmarried Participant Entitled To SERP Benefit.....	18
</TABLE>			
<TABLE>			
<CAPTION>			
ARTICLE VI		ADMINISTRATION.....	19
<S>	<C>		<C>
6.1		General Duties.....	19
6.2		Application and Forms For Benefit.....	19
6.3		Facility of Payment.....	20
6.4		Company to Furnish Information.....	20
6.5		Plan Administrator to Furnish Other Information.....	20
6.6		Claims Procedure.....	20
ARTICLE VII		PLAN FINANCING.....	22
ARTICLE VIII		AMENDMENT; TERMINATION.....	23
8.1		Amendment.....	23
8.2		Right to Terminate.....	23
ARTICLE IX		MISCELLANEOUS.....	24
9.1		Nonguarantee of Employment.....	24
9.2		Rights Under Plan.....	24
9.3		Nonalienation of Benefits.....	24
9.4		Headings for Convenience Only.....	24
9.5		Multiple Copies.....	24
9.6		Governing Law.....	24
9.7		Taxes.....	24
9.8		Successor Company.....	25
APPENDIX A ELIGIBLE SENIOR EXECUTIVE OFFICERS			
APPENDIX B ELIGIBLE EXECUTIVE OFFICERS			
</TABLE>			

## DEFINITIONS AND CONSTRUCTION

2. **DEFINITIONS:** Where the following words and phrases appear in this Plan, they shall have the meanings set forth below, unless the context clearly indicates to the contrary:

3. **ACCRUED BENEFIT:** Subject to adjustment as hereinafter provided, with respect to any Participant at any time, the benefit payable to the Participant as determined in accordance with Article IV. The determination of a Participant's Accrued Benefit shall be made by the Plan Administrator in good faith in a consistent manner with respect to all Participants and its decisions on such matters shall be binding and conclusive on all parties.

Notwithstanding the foregoing, if a Participant who received a distribution or distributions from the Plan following his Termination Date or Retirement is re-employed and again becomes an active Participant, such Participant's Accrued Benefit, as computed pursuant to this Section after his re-employment, shall be reduced by the monthly Accrued Benefit amount that is the Actuarial Equivalent of the distribution(s) made to the Participant.

4. **ACTUARIAL (OR ACTUARIALLY) EQUIVALENT:** For purposes of determining the equivalent value of optional forms of benefits under Section 3.8, the Actuarial Equivalent factors shall be the same as those used in the Equifax Pension Plan, provided that in determining the amount of the lump sum payment under Section 3.7, or the five annual installment payments under Section 5.5, the applicable interest rate used shall be the Moody's AA corporate bond rate as in effect at the end of the month two (2) months prior to the date the payment is scheduled to commence.

5. **ADOPTING EMPLOYER:** An employer that, with the consent of the Company, adopts the Plan for the benefit of one or more of its Executives, in accordance with such terms and conditions as may be imposed by the Company.

6. **AUTHORIZED LEAVE OF ABSENCE:** Any absence authorized by the Company, provided that the Participant returns within the period specified in the Authorized Leave of Absence.

7. **AVERAGE ANNUAL COMPENSATION:** The applicable annual amount shall be determined by taking the monthly average of the Participant's Compensation over a thirty-six (36) consecutive month period which produces the highest amount and multiplying such monthly amount by twelve (12).

8. **BENEFICIARY:** The person or persons last designated in writing by the Participant on a form provided by the Plan Administrator to receive benefits under Sections 3.8(a) or (b) or Article V of the Plan in the event of the Participant's death. If, at any time, no Beneficiary has been validly designated by a Participant, or the validly designated Beneficiary is no longer living or no longer exists, whichever is applicable, then the Participant's Beneficiary shall be deemed to be the Participant's Eligible Spouse or, if no

such Eligible Spouse is then living, the Participant's estate; provided, however, nothing in this Section shall be interpreted so as to require a benefit for any Beneficiary except as set forth elsewhere in this Plan. Once a Participant's or Beneficiary's (as applicable) benefits have commenced, the Beneficiary of a Participant hereunder may not be changed.

9. **BOARD:** The Board of Directors of Equifax Inc.

10. **BONUS:** The amount paid to an Executive during the year under the Company's annual incentive bonus program, and the amount of any other short-term cash incentive bonus, including spot awards and retention bonuses.

11. **BREAK IN SERVICE:** A One Year Break in Service, as defined in the Equifax Pension Plan, which may result in a cancellation of the Participant's previous Years of Benefit Service as provided in Section 2.2.

12. **CODE:** The Internal Revenue Code of 1986, as amended.

13. **COMPANY:** Company shall mean Equifax Inc. (or its successor or successors). Affiliated or related employers that are permitted to adopt the Plan with the consent of the Company shall be known as Adopting Employers. To the extent required by certain provisions (e.g., determining Average Annual Compensation and Years of Benefit Service), references to the Company shall include the Adopting Employer of the Participant.

14. **COMPENSATION:** Subject to adjustment as provided in the next sentence, "Compensation" shall be the Participant's base salary for the period during which he is employed by the Company, and any Bonus paid during his employment. In either case, Compensation shall include any amounts of salary or Bonus which shall be voluntarily deferred by the Participant under any salary or bonus deferral or reduction program (whether qualified or non-qualified) which may be instituted by the Company, but Compensation shall not include any

earnings or Company match on these deferred amounts, or payments from such programs or payments from any similar salary deferral or bonus deferral programs, or any income from long-term cash incentive programs, stock options, stock appreciation rights, restricted stock, restricted stock units or similar grants. A Participant's Compensation for calendar years prior to the Effective Date during which he was employed by the Company or a predecessor shall be credited under this Plan. The Section 401(a)(17) limitation shall not apply to the determination of Compensation.

15. COVERED COMPENSATION: The term "Covered Compensation" shall have the same meaning as provided in the Equifax Pension Plan.

16. DISABILITY RETIREMENT DATE: The date of Retirement due to Total and Permanent Disability as specified in Section 3.4.

17. EARLY RETIREMENT DATE: The last day of the month following the date the Participant (i) attains age 55 and completes at least five (5) Years of Vesting Service, or

(ii) attains at least age 50 where the sum of the Participant's age and Years of Vesting Service total at least 75.

18. EFFECTIVE DATE: This Plan is effective January 1, 2004.

19. ELIGIBLE SPOUSE: The individual who is the Participant's "legal spouse" on the earlier of his date of benefit commencement or his date of death. An individual shall only be recognized as a Participant's "legal spouse" if (i) the individual is of the opposite sex to the Participant, (ii) the individual and the Participant are considered to be legally married (including a common law marriage, if the common law marriage was formed in one of the states that permit the formation of a common law marriage), and (iii) the marriage of the individual and the Participant is recognized on the relevant date as valid in the state where the individual and the Participant reside.

20. EQUIFAX PENSION PLAN: The tax-qualified retirement plan known as the Equifax Inc. U.S. Retirement Income Plan, as it may be amended from time to time.

21. EQUIFAX PENSION PLAN BENEFIT: The accrued benefit payable to a Participant under the Equifax Pension Plan.

22. ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time.

23. EXECUTIVE: Any person who, on or after the Effective Date, (i) is classified by the Company as an executive officer of the Company (or an Adopting Employer), (ii) is receiving remuneration for personal services rendered to the Company (or an Adopting Employer), and (iii) is designated by the Board or Compensation Committee of the Board (as appropriate) as eligible to participate in the Plan and who is listed on an Appendix attached hereto. An Executive who is designated as eligible to participate will be

further classified on an Appendix as a "Senior Executive Officer" or an "Executive Officer" with respect to participation in the Plan and the Board or Compensation Committee may change the Participant's designation from time to time.

24. FINAL AVERAGE ANNUAL EARNINGS: The term "Final Average Annual Earnings" shall have the same meaning as provided in the Equifax Pension Plan, except that the Section 401(a)(17) limitation shall not apply.

25. LATE RETIREMENT DATE: The date of Retirement subsequent to a Participant's Normal Retirement Date as specified in Section 3.2.

26. NORMAL RETIREMENT DATE: The last day of the month in which the Participant attains age 65.

27. PARTICIPANT: An Executive participating in the Plan in accordance with the provisions of Section 2.1.

28. PLAN ADMINISTRATOR: The Compensation Committee of the Board, provided that the Committee may delegate to any person or committee authority to perform all or any portion of the duties and responsibilities of the Plan Administrator under the Plan.

29. PLAN: The Supplemental Retirement Plan for Executives of Equifax Inc., the Plan set forth herein, as it may be amended from time to time.

30. PLAN YEAR: A twelve (12) month period beginning on January 1 and



ending on December 31.

31. RESTORATION BENEFIT: The supplemental retirement benefit which can be earned by Executive Officers and Senior Executive Officers, as provided for in Section 4.1(b).

32. RETIREMENT (RETIRED): Termination of employment for reason other than death after a Participant has fulfilled all of the requirements for Normal Retirement, Late Retirement, Early Retirement, or Disability Retirement. Retirement shall be considered as commencing on the last day of the month coincident with or immediately following a Participant's last day of employment (or Authorized Leave of Absence, if later).

33. SECTION 401(A)(17) LIMITATION: The limitation on a Participant's compensation that may be used for benefit calculation purposes that is set forth in Code Section 401(a)(17).

34. SERP BENEFIT: The supplemental retirement benefit, which can be earned by Senior Executive Officers, as provided for in Section 4.1(a).

35. TERMINATION DATE: The date of termination of an Executive's employment with the Company for reasons other than death or Retirement.

36. TOTAL AND PERMANENT DISABILITY: A Participant will be considered to have incurred a "Total and Permanent Disability" under the Plan if the Participant has been determined to be "Disabled" (i) under the Equifax Pension Plan, (ii) under the Company's long-term disability plan covering the Executive, or (iii) in accordance with standards established by the Plan Administrator based on Executive's inability to perform his duties as a result of an injury or sickness.

37. VESTED PARTICIPANT: A Participant who has satisfied the requirements for vesting set forth in Section 3.5 as of the Participant's Termination Date, but prior to achieving eligibility for Retirement.

38. YEAR OF BENEFIT SERVICE: A Participant shall be credited with one (1) Year of Benefit Service under the Plan (i) for each Year of Benefit Service with which the Participant is credited under the Equifax Pension Plan (subject to the rules in Section 2.4), and (ii) for any other years of service designated on an Appendix attached hereto.

39. YEAR OF SENIOR EXECUTIVE OFFICER SERVICE: A Participant shall be credited with one (1) Year of Senior Executive Officer Service (i) for each Plan Year during which he is

actively employed as a Senior Executive Officer (as determined by the Plan Administrator) and is credited with 1,000 Hours of Service (as defined in the Equifax Pension Plan) as a Senior Executive Officer, and (ii) any other years of service designated for the Participant on an Appendix attached hereto. The crediting of Hours of Service as a Senior Executive Officer shall be made in accordance with the equivalency rules of the Equifax Pension Plan.

40. YEAR OF VESTING SERVICE: A Participant shall be credited with one (1) year of Vesting Service under the Plan (i) for each Year of Vesting Service with which the Participant is credited under the Equifax Pension Plan (subject to the rules in Section 2.4), and (ii) for any other years of service designated for the Participant on an Appendix attached hereto.

41. CONSTRUCTION: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

42.

#### PARTICIPATION AND BREAK IN SERVICE

#### 43. ELIGIBILITY FOR PARTICIPATION

(a) IN GENERAL - An Executive designated (either by name or by title) on an Appendix attached hereto shall become a Participant in this Plan on the later of the Effective Date or the date designated in the Appendix, subject to the conditions and limitations provided for herein and in the Appendix. A former Participant who is rehired may again become a Participant upon again being designated as eligible to participate in the Plan.

(b) SPECIAL ELIGIBILITY - The Board or the Compensation Committee of the Board may provide on an Appendix for special provisions, conditions or

limitations with respect to the participation in the Plan by any Executive designated as eligible to participate in the Plan.

44. **BREAK IN SERVICE:** Upon Retirement, death or other termination of employment, a Participant's rights and benefits under the Plan shall be determined in accordance with his Years of Vesting Service, Years of Benefit Service, Years of Senior Executive Officer Service, Final Average Annual Earnings, Average Annual Compensation, and other applicable Plan provisions at the time of termination of employment. If a Participant incurs a Break in Service and is later rehired by the Company and becomes eligible to participate in the Plan, his prior Years of Benefit Service and Years of Senior Executive Officer Service shall be counted for purposes of determining his Accrued Benefit subsequent to rehire, provided that if the Participant received payments from the Plan during his Break in Service period, his Accrued Benefit shall be adjusted in the manner provided in Section 1.1(a).

45. **PARTICIPANTS BOUND:** Each Executive becoming a Participant hereunder shall be conclusively presumed for all purposes to have consented to this Plan and any amendments, modifications or revisions hereto, and to all the terms and conditions thereof, and shall be bound thereby with the same force and effect as if he had entered into a contract to such effect and any amendments, modifications or revisions hereto.

46. **TRANSFERS:** The following rules shall apply when an Executive transfers to or from eligibility for participation in the Plan while an employee of the Company:

47. **WHEN EXECUTIVE BECOMES A PARTICIPANT:** An Executive of the Company who becomes a Participant under this Plan in accordance with Section 2.1, shall have his Final Average Annual Earnings, Compensation, Years of Benefit Service, Years of Senior Executive Officer Service, and Years of Vesting Service for periods prior to the date he becomes a Participant in the Plan count for purposes of this Plan, unless otherwise provided in an Appendix applicable to such Participant.

48. **ACCRUED BENEFIT UPON TRANSFER TO A NON-ELIGIBLE STATUS:** If a Participant becomes ineligible to participate but remains in employment with the Company, his Normal Retirement Accrued Benefit under this Plan will be determined as though his becoming

ineligible to participate were a termination of employment, and his Termination Date will be deemed to be the date of his ineligibility. A Participant shall not be eligible to receive benefits from this Plan until the Participant terminates employment with the Company and all affiliated employers. A former Participant's earnings, compensation and service after the date of transfer shall not be counted under this Plan for purposes of determining the amount of a Participant's benefits, unless otherwise provided in an Appendix applicable to such former Participant; provided, however, that future increases in the Participant's benefit under the Equifax Pension Plan shall reduce the Participant's benefit under this Plan in accordance with Article IV.

49.

#### RETIREMENT AND TERMINATION DATES; FORMS OF PAYMENT

50. **NORMAL RETIREMENT BENEFIT:** A Participant may retire on his Normal Retirement Date, on which date he shall be fully vested, and his Normal Retirement Benefit shall commence as of the first day of the calendar month next following his Normal Retirement Date. The Participant's Normal Retirement Benefit shall be determined in accordance with Section 4.1 and shall be payable in the normal form described in Section 3.7, subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8, and to Section 3.9.

51. **LATE RETIREMENT BENEFIT:** When permitted by Company policy, a Participant may continue his employment beyond his Normal Retirement Date and in such event his Late Retirement Benefit shall commence as of the first day of the calendar month coinciding with or next following the date of his actual Retirement. The Participant's Late Retirement Benefit shall be determined in accordance with Section 4.1 and shall be payable in the normal form described in Section 3.7, subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8, and to Section 3.9.

52. **EARLY RETIREMENT BENEFIT:** A Participant may retire on or after his Early Retirement Date and prior to his Normal Retirement Date and be entitled to an Early Retirement Benefit. If he retires early, the Participant's benefit shall be equal to his Normal Retirement Benefit determined in accordance with Section 4.1, payable in the normal form described in Section 3.7 (subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8 and to Section 3.9) and payment shall commence as of the first day of the calendar month next following the Participant's Normal Retirement Date. A Participant may elect to commence his Early Retirement Benefit as of the first day of the calendar month next following his Retirement, or as of the first day

of any subsequent calendar month which precedes his Normal Retirement Date. In such event, the Participant's Normal Retirement Benefit payable in the normal form at such earlier date, shall be reduced as follows (to the extent applicable to each type of benefit) and in the manner provided in Section 4.1(c):

53. SERP BENEFIT:

AGE AT WHICH BENEFITS COMMENCE	EARLY RETIREMENT FACTOR
-----	-----
65	100%
64	100
63	100
62	100
61	100
60	100
59	97
58	94

AGE AT WHICH BENEFITS COMMENCE	EARLY RETIREMENT FACTOR
-----	-----
57	91
56	88
55	85
54	80
53	75
52	70
51	65
50	60

54. RESTORATION BENEFIT:

AGE AT WHICH BENEFITS COMMENCE	EARLY RETIREMENT FACTOR
-----	-----
65	100%
64	97
63	94
62	91
61	88
60	85
59	80
58	75
57	70
56	65
55	60
54	55
53	50
52	45
51	40
50	35

55. DISABILITY RETIREMENT BENEFIT: A Participant shall be eligible for a Disability Retirement Benefit if he retires by reason of Total and Permanent Disability and his Disability Retirement Date shall be the day next following the day on which the Participant is deemed to have a Total and Permanent Disability as defined in Section 1.1(hh). The amount of the Participant's Disability Retirement Benefit shall be equal to his Normal Retirement Benefit as of his Disability Retirement Date. A Disability Retirement Pension shall commence as of the first day of the calendar month next following the Participant's Normal Retirement Date and shall be payable in the normal form described in Section 3.7 (subject to the right of the Participant to elect an optional form of payment as provided in Section 3.8 and to Section 3.9), provided that the Plan Administrator may in its discretion accelerate the time or manner of payment of Disability Retirement Benefits to a Participant. The Committee may in its sole discretion provide that a Participant who has a Total and Permanent Disability will be credited with additional Years of Benefit Service after the Participant's Disability Retirement Date.

56. VESTED PARTICIPANT BENEFIT: A Participant shall become vested in his SERP Benefit upon completion of three (3) Years of Senior Executive Officer Service and a Participant shall become vested in his Restoration Benefit upon completion of five (5) Years of Vesting Service. A Participant who has less than three (3) Years of Senior Executive Officer Service shall not be entitled to any SERP Benefit under the Plan (but such Participant may be entitled to a Restoration Benefit). If a Participant who is vested in his Restoration Benefit has accrued Senior Executive Officer Service but less than three years of such service, his years of Senior Executive Officer Service will be counted as Years of Benefit Service for purposes of determining his Restoration Benefit. A Vested Participant shall be entitled to a benefit equal to his Normal Retirement Benefit, payable in the normal form described in Section 3.7. Payment of such benefit shall commence on the first day of the calendar month next following the Vested Participant's Normal Retirement Date. A Vested Participant who has at least 5 Years of Vesting Service may elect to commence his benefit as of the first day of the calendar month next following the date he attains age 55 and in

such event, the Participant's Vested benefit shall be reduced as provided in the next paragraph of this Section 3.5, provided that any portion of a Vested Participant's benefit that is a vested SERP Benefit shall be reduced as provided in Section 3.3(a). The Plan Administrator in its sole discretion may provide for an earlier payment date for any Vested Participant (or Participants), with an Actuarial Equivalent reduction in the Participant's benefit.

The reduction factors applicable to the Vested Participant's benefit described in the preceding paragraph shall be as follows:

AGE AT WHICH BENEFITS COMMENCE -----	EARLY RETIREMENT FACTOR -----
65	100.00%
64	93.33%
63	86.66%
62	80.00%
61	73.33%
60	66.66%
59	63.33%
58	60.00%
57	56.66%
56	53.33%
55	50.00%

57. TERMINATION PRIOR TO COMPLETION OF VESTING REQUIREMENTS: Except in the event of a Participant's death, Total and Permanent Disability, qualifying for Early Retirement, or attainment of his Normal Retirement Date, a Participant whose Termination Date occurs

prior to meeting the vesting requirements of Section 3.5 shall be entitled to no benefits under this Plan.

58. NORMAL FORM OF PAYMENT OF ACCRUED BENEFIT: Subject to Section 3.9 below, the normal form of benefit payment of the Participant's Normal Retirement Benefit shall be as follows: (i) if the Participant is not married to an Eligible Spouse at the date of benefit commencement, the benefit shall be payable monthly for the life of the Participant with no survivor benefits payable, and (ii) if the Participant has an Eligible Spouse at the date of benefit commencement, the normal form of payment shall be a joint and 50% survivor annuity which is the Actuarial Equivalent of the single life annuity, with the Eligible Spouse receiving after the Participant's death a benefit equal to 50% of the monthly benefit the Participant was receiving. A Participant may elect to receive his Normal Retirement Benefit in one of the optional forms of payment provided in Section 3.8 below, provided that the Participant's Eligible Spouse must consent in writing to the election of an optional form of payment. Any such optional form of payment shall be the Actuarial Equivalent of the normal form of benefit payment provided for in this Section 3.7. The Plan Administrator may in its discretion elect to pay out smaller benefits (as determined by the Plan Administrator) in a lump sum which shall be the Actuarial Equivalent of the normal form of payment. The Plan Administrator may also, in its discretion, in circumstances deemed appropriate by the Plan Administrator (including the Participant's financial hardship or a change in financial circumstances of the Participant), accelerate payments to a Participant on a basis comparable to the Actuarial Equivalent of the benefit otherwise payable to the Participant.

59. OPTIONAL FORMS OF PAYMENT: In lieu of the normal form of payment of a Participant's Normal Retirement Benefit described in Section 3.7, a Participant eligible for a benefit under the Plan may elect, in accordance with such procedures (including Eligible Spouse consent) and advance election requirements as the Plan Administrator may establish, to receive his Accrued Benefit in any of the optional forms listed below, which shall be the Actuarial Equivalent of the normal form in Section 3.7:

60. TEN YEARS CERTAIN AND LIFE ANNUITY OPTION: A monthly income payable for the life of the Participant, except that payments are guaranteed for 120 months, regardless of whether the Participant survives such ten-year period. If the Participant dies before such 120 monthly payments have been made, the Participant's Beneficiary will receive any remaining guaranteed monthly payments under this option (a); however, if the Beneficiary of the guaranteed payments dies after said payments begin but before the 120 monthly guaranteed payments have been made, the remaining payments will be paid to the estate of such Beneficiary.

61. JOINT AND SURVIVOR ANNUITY OPTION: A monthly income payable for the life of the Participant with payments continuing after the Participant's death to the Participant's Beneficiary in an amount equal to 25%, 33%, 50%, 67%, 75% or 100 % (according to the election of the Participant) of the monthly income that was being paid to the Participant. The survivor portion of the benefit is payable to the Participant's Beneficiary beginning

as of the first day of the month immediately following the Participant's date of death and ending on the last day of the month coincident with or immediately prior to the Beneficiary's date of death. If the designated Beneficiary dies before the Participant, no survivor benefits shall be payable.

62. LIFE ANNUITY: An annuity payable for the Participant's life only with payments ceasing upon the Participant's death.

63. BENEFITS UPON A CHANGE IN CONTROL:

64. IN GENERAL: Upon the occurrence of a Change in Control of the Company (as defined in subsection (b) below), the Accrued Benefits (including Accrued Benefits earned after the date of the Change in Control) of an active Participant shall become fully vested and nonforfeitable, and such Participant's Accrued Benefit shall be paid in the manner and at the time provided in Sections 3.7 and 3.8.

65. CHANGE IN CONTROL: For purposes of this Plan, a Change in Control of the Company means the occurrence of any of the following events:

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

67. BUSINESS COMBINATIONS. Consummation of a Business Combination, unless, immediately following that Business Combination, (A) all or substantially all of the Persons who were the beneficial owners of Voting Stock of the Company immediately prior to that Business Combination beneficially own, directly or indirectly, more than sixty-six and two-thirds percent (66-2/3%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from that Business Combination (including, without limitation, an entity that as a result of that transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to that Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, that entity resulting from that Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Eighty Percent (80%) Subsidiary or that entity resulting from that Business Combination) beneficially owns, directly or indirectly, twenty percent

(20%) or more of the then outstanding shares of common stock of the entity resulting from that Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of that entity, and (C) at least a majority of the members of the Board of Directors of the entity resulting from that Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for that Business Combination; or

68. SALE OF ASSETS. A sale or other disposition of all or substantially all of the assets of the Company; or

69. LIQUIDATION OR DISSOLUTIONS. Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with all of the provisions of Clauses (A), (B), and (C) of subparagraph (ii).

70. DEFINITIONS: For purposes of this Section 3.9, the following additional definitions will apply:

71. "Beneficial Ownership" means beneficial ownership as that term is used in Rule 13d-3 promulgated under the Exchange Act.

72. "Business Combination" means a reorganization, merger or consolidation of the Company.

73. "Eighty Percent (80%) Subsidiary" means an entity in which

the Company directly or indirectly beneficially owns eighty percent (80%) or more of the outstanding Voting Stock.

74. "Exchange Act" means the Securities Exchange Act of 1934, including amendments, or successor statutes of similar intent.

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

76. "Person" means any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Exchange Act).

77. "Voting Stock" means the then outstanding securities of an entity entitled to vote generally in the election of members of that entity's Board of Directors.

78.

#### RETIREMENT BENEFITS

79. NORMAL RETIREMENT BENEFIT: The Normal Retirement Benefit of a Participant at his Normal Retirement Date shall be the sum of the Participant's SERP Benefit and Restoration Benefit, minus the Participant's Equifax Pension Plan Benefit, provided that the total combined Normal Retirement Benefit determined under this Plan and the Equifax Pension Plan shall not exceed fifty percent (50%) of the Participant's Average Annual Compensation (the "50% Maximum Benefit Limit"). If the Normal Retirement Benefit payable under this Plan and the Equifax Pension Plan exceed the 50% Maximum Benefit Limit, the Participant's Restoration Benefit (if any) shall be reduced first until the 50% Maximum Benefit Limit is satisfied and, if further reductions are necessary, the Participant's SERP Benefit shall be reduced until the 50% Maximum Benefit Limit is satisfied. The Plan Administrator shall have the authority to adjust the Participant's benefits to satisfy the 50% Maximum Benefit Limit. The limitations of Section 415 of the Code shall not apply to benefits payable pursuant to this Plan.

80. SERP BENEFIT: The Participant's annual SERP Benefit shall be an amount equal to:

81. 2.5% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Senior Executive Officer Service up to ten (10) years, plus

82. 1.67% of the Participant's Average Annual Compensation multiplied by the Participant's Years of Senior Executive Officer Service in excess of ten (10) years up to twenty (20) years.

The maximum number of Years of Senior Executive Officer Service a Participant can accrue under the Plan is twenty (20) and any years in excess of twenty (20) shall be treated as Years of Benefit Service subject to the Restoration Benefit formula in subsection (b) below. If a Participant's Years of Senior Executive Officer Service exceed twenty (20) and he remains a Participant in this Plan, the Participant's Compensation shall continue to count for purposes of determining the Participant's Average Annual Compensation, if counting such Compensation would increase the Participant's SERP Benefit. A Participant who has less than three (3) years of Senior Executive Officer Service shall not be entitled to any SERP Benefits under the Plan (but such Participant may be entitled to a Restoration Benefit).

83. RESTORATION BENEFIT: The Participant's annual Restoration Benefit shall be an amount equal to:

84. 1% of the Participant's Final Average Annual Earnings multiplied by the Participant's Years of Benefit Service, plus

85. 0.35% of the Participant's Final Average Annual Earnings, minus the Participant's Covered Compensation, multiplied by the Participant's Years of Benefit Service (not to exceed 36 years).

For purposes of determining a Participant's Restoration Benefit, Years of Benefit Service that are also credited as Years of Senior Executive Officer Service and used in determining the Participant's SERP Benefit (to the extent the Participant has qualified for such benefit) shall not be used in the calculation of the Restoration Benefit. Except as otherwise provided herein, the Participant's Restoration Benefit shall be determined in the same manner as his benefit under the Equifax Pension Plan.

86. EQUIFAX PENSION PLAN BENEFIT: The Participant's Equifax Pension Plan Benefit shall be the annual amount payable to the Participant at Normal Retirement Date in the form of a single life annuity under the Equifax Pension Plan. The reduction for the Equifax Pension Plan Benefit under this Section 4.1 shall be made on the date payments are to commence to the Participant under this Plan by first determining the SERP Benefit and/or Restoration Benefit (as applicable) as of the payment date (including any reduction for early commencement of such benefits as provided for in Section 3.3) and then reducing such benefits by the Equifax Pension Plan Benefit payable at such date in the same form of payment.

87.

#### PRE-RETIREMENT DEATH BENEFITS

88. IN GENERAL: The pre-retirement death benefits payable following the death of a Participant shall only be payable with respect to an eligible Participant who is an employee at the time of his death and shall only be payable to the extent provided below. Except as otherwise provided herein, if an Executive (i) has ceased to be an eligible Participant, or (ii) is a Vested Participant who is unmarried (including an unmarried Participant entitled to an Early Retirement Benefit) and is only entitled to a Restoration Benefit, or (iii) has terminated employment prior to his death, no death benefit shall be payable pursuant to this Article V. The Plan Administrator, in its sole discretion, may provide for earlier payment or a different form of payment for any pre-retirement death benefits payable pursuant to this Article V, provided that any such payment shall be in an amount comparable to the Actuarial Equivalent of the benefit otherwise payable to the Eligible Spouse or Beneficiary.

89. DEATH PRIOR TO ELIGIBILITY FOR RETIREMENT OR A VESTED PARTICIPANT BENEFIT: No death benefit is provided under this Plan for Participants who die prior to completing the eligibility requirements for Retirement or a Vested Participant benefit.

90. DEATH OF MARRIED PARTICIPANT AFTER ATTAINING ELIGIBILITY FOR VESTED PARTICIPANT BENEFIT: If a Participant who has an Eligible Spouse dies while employed by the Company after completing the requirements for a Vested Participant benefit, the Participant's Eligible Spouse shall be paid the survivor annuity which would have been payable had the Participant terminated employment immediately prior to the date of his death and lived to the earliest age at which the Participant could have started to receive benefits under the Plan, then commenced his Vested Participant benefit (subject to reduction for early payment as provided in Section 3.5) in the form of a joint and 50% survivor annuity (with the Eligible Spouse as the designated survivor) and died immediately thereafter. The survivor annuity payments will commence on the first day of the calendar month coinciding with or next following the date which would have been the earliest date the deceased Participant could have started to receive benefits under the Plan, provided the Eligible Spouse is living on such date. The Participant's Eligible Spouse shall receive the monthly 50% survivor annuity and the payments shall cease on the Eligible Spouse's death. If the Participant terminates employment after satisfying the requirements for a Vested Participant benefit but dies prior to the date his benefit commences, his surviving Eligible Spouse shall be entitled to the death benefits provided by this Section 5.3.

91. DEATH OF MARRIED PARTICIPANT AFTER ATTAINING ELIGIBILITY FOR EARLY OR NORMAL RETIREMENT: If a Participant who has an Eligible Spouse dies while employed by the Company after completing the eligibility requirements for Early Retirement or Normal Retirement, the Participant's Eligible Spouse shall be paid the survivor annuity

(subject to the reduction for Early Retirement) which would have been payable under this Plan had the Participant retired immediately prior to the date of his death, and had his Early Retirement or Normal Retirement Benefit (whichever is applicable) payable as a joint and 50% survivor annuity (with the Eligible Spouse as the designated survivor). The survivor annuity payments will commence on the first day of the month following the date of death of the Participant, provided the Eligible Spouse is living on such date. The Participant's Eligible Spouse shall receive the monthly 50% survivor annuity payments and the payments shall cease on the Eligible Spouse's death. If the Participant terminates employment after satisfying the requirements for Early Retirement but delays commencement of his benefits, the Participant's surviving Eligible Spouse shall be covered by the death benefit provisions of this Section 5.4 until the

Participant's benefit payments commence.

92. DEATH OF UNMARRIED PARTICIPANT ENTITLED TO SERP BENEFIT: If a Participant who does not have an Eligible Spouse dies while employed by the Company after completing the requirements for a Vested Participant SERP Benefit or an Early or Normal Retirement SERP Benefit, the Participant's Beneficiary shall be paid an amount equal to fifty percent (50%) of the lump sum Actuarial Equivalent of the Participant's Accrued Benefit (including the portion, if any, of such Accrued Benefit which is a Restoration Benefit and subject, if applicable, to reduction for early payment). The pre-retirement death benefit under this Section 5.5 shall be payable in five (5) substantially equal annual installments commencing on the date the Participant would have attained age 55 or if the Participant had already attained age 55 at the date of death, the first day of the month following the date of death.

93.

#### ADMINISTRATION

94. GENERAL DUTIES: The Plan Administrator shall enforce and administer the Plan, and shall have all powers necessary to accomplish those purposes, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder and to notify the Participant and the Company, where appropriate;

(b) to adopt rules as it deems necessary, desirable or appropriate;

(c) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(d) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(e) to receive from the Company and from Participants such information as shall be necessary for the Plan Administrator to perform its duties hereunder;

(f) to furnish the Company, upon request, such annual reports as are reasonable and appropriate with respect to the Plan Administrator's duties hereunder;

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the receipts and disbursements of the Plan;

(h) to appoint or employ individuals to assist in the administration of its duties under the Plan and any other agents as it deems advisable, including legal or actuarial counsel.

The Plan Administrator shall have no power to add to, subtract from, or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for any benefits under the Plan. The Plan Administrator shall have the exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters are final and conclusive.

95. APPLICATION AND FORMS FOR BENEFIT: The Plan Administrator may require a Participant to complete and file with the Plan Administrator an application for benefits and all other forms approved by the Plan Administrator, and to furnish all pertinent information requested by the Plan Administrator. The Plan Administrator may rely upon all such information so furnished it, including the Participant's current mailing address.

96. FACILITY OF PAYMENT: Whenever, in the Plan Administrator's opinion, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Plan Administrator may direct the Company to make payments to such person or to his legal representative or to a relative or friend of such person for his benefit, or the Plan Administrator may direct the Company to apply the payment for the benefit of such person in such manner as the Plan Administrator considers advisable. Any payment of a benefit or installment thereof in accordance with the provisions of this Section shall be a complete discharge of the Plan Administrator of any liability for the selection of such payee or the making of such payment under the provisions of the Plan.

97. COMPANY TO FURNISH INFORMATION: To enable the Plan Administrator to perform its functions, the Company shall supply full and timely information to the Plan Administrator of all matters relating to the pay of all Participants, their Retirement, death or other cause for termination of employment, and such other



pertinent facts as the Plan Administrator may require. When making any determination, the Plan Administrator shall be entitled to rely upon information furnished by the Company, legal counsel for the Company, or the actuary.

98. PLAN ADMINISTRATOR TO FURNISH OTHER INFORMATION: To the extent not otherwise provided in the Plan, the Plan Administrator shall be responsible for providing all notices and information required under ERISA to all Participants.

99. CLAIMS PROCEDURE: A Participant who believes that he is entitled to benefits under the Plan which have not been paid must file a written claim for such benefits. All claims for benefits shall be in writing and shall be filed with the Plan Administrator. If the Plan Administrator wholly or partially denies a Participant's claim for benefits, the Plan Administrator shall give the claimant written notice within sixty (60) days after the Plan's receipt of the claim setting forth:

(a) the specific reason(s) for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information which must be submitted to perfect the claim, and an explanation of why such material or information is necessary; and

(d) an explanation of the Plan's claim review procedure.

Each Participant whose claim for benefits has been denied may file a written request for a review of his claim by the Plan Administrator. The request for review must be filed by the Participant within 60 days after he received the written notice denying his claim. The decision of the Plan Administrator will be made within 60 days after receipt of a request for review and shall be communicated in writing to the Participant. Such written notice shall set forth the basis for the Plan Administrator's decision. If there are special circumstances which require an extension of time for completing the review, the Plan Administrator's decision shall be rendered not later than 120 days after receipt of a request for review.

100.

#### PLAN FINANCING

The benefits provided by this Plan shall be unfunded. All amounts payable under this Plan to a Participant shall be paid from the general assets of the Company, and nothing contained in this Plan shall require the Company to set aside or hold in trust any amounts or assets for the purpose of paying benefits to Participants. This Plan shall create only a contractual obligation on the part of the Company and Participants shall have the status of general unsecured creditors of the Company under the Plan with respect to any obligation of the Company to pay benefits pursuant hereto.

Notwithstanding the preceding paragraph, the Company may at any time transfer assets to a trust (which trust may include assets set aside with respect to other plans maintained by the Company), or purchase insurance or annuity contracts, for purposes of paying all or any part of its obligations under this Plan. However, to the extent provided in the trust only, such transferred amounts shall remain subject to the claims of general creditors of the Company. To the extent that assets are held in a trust when a Participant's benefits under the Plan become payable, the Plan Administrator shall direct the trustee to pay such benefits to the Participant from the assets of the trust.

101.

#### AMENDMENT; TERMINATION

102. AMENDMENT: The Company reserves the right to make from time to time any amendment or amendments to this Plan, provided, however, that no such amendment shall have the effect of reducing the Accrued Benefit of any Participant as of the date of such amendment, or eliminate or adversely affect the rights as of the date of such amendment of any Participants including, without limitation, the right to earn a vested benefit or the timing or form of payment of benefits under Article III.

103. RIGHT TO TERMINATE: The Company may terminate the Plan at any time by resolution of the Board. In the event of the termination of the Plan, the rights of all affected Participants to their Accrued Benefits as of the date of such termination shall be fully vested and nonforfeitable. No such termination of the Plan shall have the effect of reducing the Accrued Benefit of any Participant as of the date of such termination, or eliminating or adversely affecting the rights of Participants including, without limitation, the timing or form of benefit payments under Article III.

MISCELLANEOUS

105. NONGUARANTEED OF EMPLOYMENT: Nothing contained in this Plan shall be construed as a contract of employment between the Company and any Participant, or as a right of any Participant to be continued in the employment of the Company, or as a limitation of the right of the Company or an Adopting Employer to discharge any Participant or Executive, with or without cause.

106. RIGHTS UNDER PLAN: No Participant shall have any right to or interest in, the Plan upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant.

107. NONALIENATION OF BENEFITS: Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Participant, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

108. HEADINGS FOR CONVENIENCE ONLY: The headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in construction of the provisions hereof.

109. MULTIPLE COPIES: This Plan may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same with respect to a matter under the Plan, which shall be sufficiently evidenced by any one thereof.

110. GOVERNING LAW: This Plan shall be construed and enforced in accordance with the provisions of ERISA. In the event ERISA is not applicable or does not preempt state law, the laws of the State of Georgia shall govern.

111. TAXES: If the whole or any part of any Participant's Accrued Benefit shall become liable for the payment of any estate, inheritance, income, or other tax which the Company shall be required to pay or withhold, the Company shall have the full power and authority to withhold and pay such tax out of any moneys it owes to the Participant. The Company shall provide notice to the Participant of any such withholding. Prior to making any payment, the Company may require such releases or other documents from any lawful taxing authority as it shall deem necessary.

112. SUCCESSOR COMPANY: In the event of the merger, consolidation or reorganization of the Company, provision may be made by which the Plan will be continued by the successor; and, in that event, such successor shall be substituted for the Company under the Plan. The substitution of the successor shall constitute an assumption of Plan liabilities by the successor and the successor shall have all of the powers, duties and responsibilities of the Company under the Plan.

IN WITNESS WHEREOF, the Plan has been executed by the Company to be effective on the Effective Date.

EQUIFAX INC.

By: /s/ Karen H. Gaston

Date: November 12, 2004

APPENDIX A

ELIGIBLE SENIOR EXECUTIVE OFFICERS  
(As of 1/1/2004)

Name of Participant	Date of Eligibility	Years of Senior Executive Officer Service	Additional Years of Benefit Service
Karen Gaston	1/1/2004	7	19

Don Heroman	1/1/2004	1	0
Kent Mast	1/1/2004	3	0

APPENDIX B

ELIGIBLE EXECUTIVE OFFICERS  
(As of 1/1/2004, Except Where Otherwise Noted)

Name of Participant -----	Date of Eligibility -----	Years of Benefit Service -----
Mike Schirk	1/1/2004	12
David Gunter	1/1/2004	1
Nuala King	3/22/2004	0