

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

[X] Annual Report pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934 for the fiscal year ended 12-31-00 or
[] Transition report pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934 for the transition period from

_____ to _____

Commission file number 1-6605

EQUIFAX INC.

(Exact name of Registrant as specified in its Charter)

GEORGIA

58-0401110

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

1550 Peachtree St., N.W., Atlanta, GA

30309

(Address of principal executive offices) (Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock (\$1.25 Par Value)	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of class)

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

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

THE AGGREGATE MARKET VALUE OF THE VOTING STOCK HELD BY NONAFFILIATES (WHICH FOR PURPOSES HEREOF ARE ALL HOLDERS OTHER THAN CURRENT EXECUTIVE OFFICERS, DIRECTORS AND HOLDERS OF 5% OR MORE OF THE OUTSTANDING COMMON STOCK) OF THE REGISTRANT AS OF FEBRUARY 28, 2001 WAS \$4,030,522,322 BASED ON THE CLOSING SALE PRICE OF THE COMMON STOCK AS REPORTED BY THE NEW YORK STOCK EXCHANGE ON SUCH DATE. SEE ITEM 12.

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

Class	Outstanding at February 28, 2001
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COMMON STOCK, \$1.25 PAR VALUE	143,127,560

DOCUMENTS INCORPORATED BY REFERENCE

THE PROXY STATEMENT FOR THE ANNUAL MEETING OF SHAREHOLDERS TO BE HELD ON MAY 2, 2001, IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 10, 11, 12, 13 AND 14, INTO PARTS III AND IV OF THIS FORM 10-K.

THE ANNUAL REPORT TO SECURITY HOLDERS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2000 IS INCORPORATED BY REFERENCE, TO THE EXTENT INDICATED UNDER ITEMS 3, 6, 7, 8 AND 14, INTO PARTS I, II AND IV.

ITEM 1. BUSINESS

Equifax is a leader in facilitating and securing commerce by bringing buyers and sellers together world-wide through information, transaction processing and Internet businesses. Global operations include consumer and commercial credit information services, credit card marketing and processing services, check guarantee and authorization, software, modeling, database management, marketing solutions, analytics, direct to consumer services, Internet identity verification and digital certificate services; and, through September 2000, risk management and collection services.

The Company was founded as a credit reporting agency under the name "Retail Credit Company" in Atlanta, Georgia, in 1899. Over the next several years, the Company established itself in the area of investigation of applicants for insurance. The business grew, and by 1920, the Company had numerous branch offices throughout the United States and Canada. Since that time, the Company has continued to expand on a domestic and international basis and diversify by means of internal development and strategic acquisitions. In late 1975, the Company changed its name from "Retail Credit Company" to "Equifax Inc." In mid-1997, the Company divested its insurance services operations which was accomplished through the spinoff of a subsidiary company to shareholders.

Equifax Inc. is a holding company which conducts its business operations through subsidiary companies. The Company's business areas are divided into separate groups and are conducted on a "profit center" basis with self-contained functional integrity, although Equifax Inc. supplies centralized overall financial, legal, communications, media relations, tax and similar services. The specific products and services presently offered by the Company are described below under the respective Company segment headings.

In January 2000, the Company acquired Procard S.A., the second largest card processor in Chile.

In May 2000, the Company acquired the Consumer Information Solutions group of R.L. Polk & Co. for approximately \$260 million in cash. These businesses are reported under the Consumer Information Services segment.

In June 2000, the Company announced that it had entered into a five-year agreement (projected revenues of \$100 million) with National Australia Bank to process cards in Australia, United Kingdom, New Zealand and Ireland.

In October 2000, Equifax announced its intention to spin-off its Payment Services division, which conducts credit card processing and check management operations, by a tax free stock distribution. Equifax believes that separating Information Services from Payment Services will create two very strong companies, each with its own management team and board of directors focused on taking advantage of growth opportunities in each respective market. The spin-off is expected to be completed during the summer of 2001. The spin-off is subject to favorable ruling from the Internal Revenue Service (the "IRS"), confirming the tax-free status of the share distribution, and the filing of a satisfactory registration statement with the Securities and Exchange Commission ("SEC").

In October 2000, the Company sold its collection services business, Equifax Risk Management Services, to Risk Management Alternatives Parent, Inc. ("RMA") in the United States, and in Canada and United Kingdom to IntelliRisk Management Corporation. The aggregate sales price was approximately \$150 million.

As part of these transactions the Company provided \$41 million of acquisition financing to RMA and guaranteed approximately \$60 million of RMA's other acquisition financing.

In October 2000, the Company acquired for approximately \$12 million in cash and stock Compliance Data Center, Inc., the leader in customer information services to the brokerage industry.

In November 2000, the Company acquired SEK S.r.l., a leading Italian online information company.

Since January 1993, the Company has had an open market share repurchase program. During 2000, the Company repurchased 296,400 shares at a cost of approximately \$6.5 million.

Reference is made to acquisitions and investments in unconsolidated affiliates reported in Note 3 and industry segment information reported in Note 11 of the Notes to Consolidated Financial Statements, included as Exhibit 13.3 in Part IV, Item 14 of this report, which are incorporated by reference.

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

North American Information Services Segment
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The Company's principal classes of service for this segment are consumer credit information; credit card marketing services; fraud detection and prevention services; mortgage loan analytics; account acquisition services; notification services; mortgage information and consumer direct products. In Canada, services also include commercial credit information. Distribution of information to customers is made primarily through electronic data interfaces. Expanding businesses in this segment include database solutions for customer relationship management, services for direct consumer purchase, brokerage account facilitation and a variety of e-commerce solutions including online identity verification services and digital certificate products. Customers include banks, financial institutions, retailers, credit card issuers, utilities and telecommunications companies, transportation companies, mortgage lenders, healthcare administration companies, insurance companies, consumers and government.

Informational services and commercial credit reporting in the U.S. and Canada accounted for 34% of the Company's 2000 total revenue, as compared with 35% in 1999 and 37% in 1998. Risk management services in the U.S. and Canada, operated by the Company until September 2000 when this business was sold, is now included in the Divested Operations Segment.

In the U.S., the Company's consumer credit services operations, including non-owned affiliate bureaus, compete with two other automated credit reporting companies -- Experian Information Solutions, Inc. and Trans Union LLC. Equifax Canada Inc., is the leading provider of both consumer and commercial credit information in Canada.

This segment includes Equifax Credit Information Services, Inc.; Compliance Data Center, Inc.; Credit Northwest Corporation; Acrofax Inc.; Equifax Consumer Services, Inc.; Equifax Secure, Inc.; Equifax Knowledge Engineering, Inc.; and Equifax Canada Inc.

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Consumer Information Services Segment
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This segment is comprised of the Consumer Information Services group that the Company purchased from R. L. Polk in 2000 and provides consumer, demographic and lifestyle information and directories of residents and businesses. Direct marketing products include data capture, database management and registration card programs for consumer durable goods manufacturers. Its customers include credit services users, insurers, catalogers, publishers, technology companies, travel and manufacturing clients.

Equifax Europe Segment
- -----

The businesses in this segment primarily provide consumer and commercial credit services, as well as other financial services, including credit application processing, credit scoring, consumer marketing lists and related services, modeling and analytics. The dominant means of distribution is through electronic data interfaces. This segment operates in the United Kingdom, Spain, Portugal, Ireland and due to the acquisition of SEK S.r.l. in fourth quarter 2000, in Italy.

Customers include banks, financial institutions, retailers, automobile manufacturers, utilities and telecommunications companies, auto finance and leasing firms, automobile dealers and rental companies and mortgage lenders. The Company also sells to small and medium-size businesses operating in a variety of diverse markets.

This segment includes The Infocheck Group Ltd.; Dicodi, S.A.; Equifax Decision Systems B.V.; Information Tecnica Del Credito, S.L. (Incesa); Via Ejectiva, S.A.; Crediinformacoes, Informacoes de Credito, LDA; Precision Marketing Information Ltd. (49% owned); and Equifax Commercial Services Ltd.. Also included in this segment are The Database Company Ltd., Equifax Iberica, S.A., SEK S.r.l. and ASNEF-Equifax Servicios de Informacion Sobre Solvencia y Credito, S.L. (95% owned).

Equifax Latin America Segment
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The principal class of service for this segment is consumer and commercial credit information services, delivered largely through electronic distribution.

SCI is a leading commercial credit information vendor in Brazil, and provides consumer credit information. DICOM and Veraz are the leading providers of consumer and commercial credit information in Chile and Argentina respectively. DICOM also provides import/export data, legal, trademark, stock market and other

consumer information. Equifax Latin America also has operations in Peru and El Salvador. Customers include retailers, banks, financial institutions, utilities, telecommunications companies, manufacturers and individual consumers.

This segment includes Equifax de Chile, S.A.; DICOM S.A.; Organizacion Veraz S.A. (79%); Propago S.A.; Equifax do Brasil, Ltda.; Infocorp S.A. (51%); and Dicom CentroAmerica (51%).

Divested Operations Segment

This segment includes the Company's collection services business, Equifax Risk Management Services, in the U.S., Canada and the United Kingdom, as well as an automobile lien business in the U.K. All of these

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were divested in fourth quarter 2000. Revenue from this segment as a percentage of the Company's total operating revenue was 7% in 2000, 10% in 1999 and 12% in 1998.

Other Segment

The Company's single class of service for this segment is lottery services. In 1996, the Company subcontracted many of its lottery obligations to GTECH Corporation, and as a result, these operations are not material to a general understanding of the Company's business. Other than this subcontract, which extends until mid 2002, the Company is no longer in the lottery business. This segment includes High Integrity Systems, Inc.

Card Solutions Segment

This segment provides "card issuer" services that enable banks, credit unions, retailers and others to issue Visa and MasterCard credit and debit cards, private label cards, and other electronic payment cards. It also provides "merchant processing" services that enable retailers and other businesses to accept credit, debit and other electronic payment cards from purchasers of their goods and services.

A broad range of card processing solutions is offered, ranging from full service card programs, to more limited transaction processing services. The majority of card issuer customers subscribe to "full service" programs, wherein the Company provides essentially all of the operations and support necessary to support a card issuer's credit and debit card issuing program, including cardholder transaction processing, authorization, and "back office" support functions. These back office functions include, among others, invoicing the credit cardholders, receiving and posting cardholder payments, and providing customer service. Services are menu driven, and offer flexibility for those customers that require less than our full service program. Such customers include large card issuing banks that contract with us to provide transaction processing, but choose to invest the capital and human resources necessary to provide their own back office program support.

Card Solutions' merchant processing services include "front-end" authorization and data capture services, and "back-end" accounting and settlement services. The Company provides these services both directly to retailers and other merchants who accept electronic payment cards, and through contracts and financial institutions and others where the Company's solutions enable them to service the card processing needs of their merchant customers.

In addition to card processing programs, Card Solutions also provides e-banking solutions that enable banks to provide electronic banking services to their customers, allowing them to compete for and retain customers more effectively and to generate non-interest fee income.

In 2000, Card Solutions had operations in the U.S., U.K. and Brazil, and through September a joint venture in India. In January 2000 it purchased Procard S.A. in Chile and in June it contracted to process cards in Australia, New Zealand and Ireland pursuant to a contract with National Australia Bank. This class of service accounted for 26% of the Company's 2000 total operating revenue, as compared with 25% in 1999 and 22% in 1998.

This segment includes Equifax Card Services, Inc.; Credit Union Card Services, Inc.; Financial Insurance Marketing Group, Inc.; First Bankcard Systems, Inc.; Equifax Card Solutions Australia Pty Ltd.; Equifax

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Card Solutions, S.A.; Equifax E-Banking Solutions, Inc.; Equifax Card Solutions Limited; Unnisa Solucoes en Meios de Pagamento Ltda. (59%); and Procard S.A.;

Check Solutions Segment

This segment's businesses are a leading provider of check risk management and related processing services. Check risk management solutions, which utilize proprietary check authorization systems and risk assessment decision platforms, enable retailers, hotels, automotive dealers, telecommunications companies, supermarkets, casinos, mail order houses and other businesses to minimize losses from dishonored checks, maximize check acceptance, and improve customer service.

A diverse and flexible portfolio of check risk management services allows the Company to tailor solutions to meet the specific needs of the customer. Services include check guarantee, where the Company accepts the risk of bad checks presented to our customers, verification services, where the Company determines the likelihood that a check will clear and the customer retains the risk, and certain combinations of guarantee and verification services. Related service offerings, including risk management consulting and market services, which enable retailers to cross-sell and increase their customer relations are also provided.

Check Solutions now includes operations in the U.S., U.K., Canada, Ireland, France, New Zealand, and Australia. Our companies in this segment are leading providers of their products and services in the United States. Check Solutions accounted for 13% of the Company's 2000 total operating revenue, as compared with 13% in 1999 and 13% in 1998.

This segment includes Equifax Check Services, Inc.; Equifax Payment Recovery Services, Inc.; Light Signatures, Inc.; Equifax SNC; Financial Institution Benefit Association, Inc.; Telecredit Canada, Inc.; Transax (Ireland) Ltd.; Equifax Australia Plc, and Equifax Ltd. (New Zealand).

General

Business in the Card Solutions and Check Solutions segments are somewhat seasonal. The volume of check and credit and debit card processing is highest during the holiday shopping season and during other periods of increased consumer spending. Other businesses are not significantly impacted by seasonality.

The principal methods of competition for the Company are product innovation, value added, price, speed of delivery, ease of use, and quality of the information and services provided.

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

The Company had approximately 12,200 employees as of December 31, 2000.

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EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's executive officers, as of March 17, 2001, are listed below, with certain information relating to each of them:

<TABLE>

<CAPTION>

Name and Position With Company	Age	Officer Since
Thomas F. Chapman, Chairman and Chief Executive Officer(1) (2)	57	1991
Lee A. Kennedy, President and Chief Operating Officer(1) (2)	50	1997
William V. Catucci, Executive Vice President - The Americas(3)	62	1999
John T. Chandler, Senior Vice President and General Manager - City Directory(2)	53	1995
C. Richard Crutchfield, Executive Vice President - Europe, Asia Pacific and Internet (2)	53	1997
Virgil P. Gardaya, Corporate Vice President and Chief Technology Officer(4)	54	2000
Karen H. Gaston, Corporate Vice President, Human Resources and Community Relations(2)	48	1998

Kent E. Mast, Corporate Vice President, General Counsel and Secretary(5)	58	2000
Philip J. Mazzilli, Executive Vice President and Chief Financial Officer(6)	60	2000
William R. Phinney, Senior Vice President and Group Executive - Latin America(2)	62	1997
Bruce S. Richards, Corporate Vice President(2)	46	1996
Michael G. Schirk, Vice President and Treasurer(2)	51	1999
Larry J. Towe, Executive Vice President - Payment Services(2)	53	1999
Michael T. Vollkommer, Corporate Vice President and Controller(7)	42	1999

</TABLE>

(1) Also serves as a Director.

(2) Has been employed with the Company in an executive position for the previous five years.

(3) Mr. Catucci joined the Company in October 1999 as Group Executive, North America Information Services and was promoted to his current position in October 2000. Prior to joining the Company, Mr. Catucci served as President and Chief Executive Officer of Unitel/AT&T Canada Long Distance Services from 1996 to 1999 and as a Vice President of AT&T for more than five years.

(4) Prior to being promoted to his current position in March 2000, Mr. Gardaya served as Senior Vice President, Global Communications Micro/LAN Services, since joining the Company in November 1998. Prior to that, Mr. Gardaya served as

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Vice President and Chief Information Officer with dual responsibility for GTE Wireless and GTE Airfone and in various executive positions with GTE for more than 30 years.

(5) Prior to joining the Company, in November 2000, Mr. Mast served as a Senior Partner of Kilpatrick Stockton LLP, an international law firm, from 1990.

(6) From 1992 through June 1999, Mr. Mazzilli served as Corporate Vice President, Treasurer and Controller of the Company. In 1999, he became Executive Vice President and Chief Financial Officer of Nova Corporation, which provides transaction processing and related software application products to small merchants. He rejoined the Company in his current position in February 2000.

(7) Mr. Vollkommer joined the Company in 1999 in his current position. Prior to joining the Company, he served as Vice President-Finance for Superior TeleCom Inc., a manufacturer of copper wire and cable products, from 1998 to 1999. Prior to that, he held executive financial officer positions with Alumax Inc., a producer of primary aluminum and fabricated aluminum products, from 1994 to 1998.

There are no family relationships among the officers of the Company, nor are there any arrangements or understandings between any of the officers and any other persons pursuant to which they were selected as officers. The Board of Directors may elect one or more officers at any meeting of the Board, however, election of officers has generally occurred each year at the Board of Directors meeting held in conjunction with the Annual Meeting of the Shareholders. Each elected officer serves until their successors have been elected and duly qualified subject to earlier termination in accordance with the Bylaws.

ITEM 2. PROPERTIES

The Company ordinarily leases office space of the general commercial type for conducting its business and is obligated under approximately 335 leases and other rental arrangements for its headquarters and field locations. The Company's operating leases involve principally office space.

The Company owns four office buildings, one of which is located in Wexford, Ireland; one in Salisbury, England; one in Sao Paulo, Brazil; and one in Santiago, Chile. The Company owns approximately 23.5 acres in Windward Office Park located in Alpharetta, Georgia adjacent to office space currently under lease by the Company.

ITEM 3. LEGAL PROCEEDINGS

Reference is made to Note 8 of the Notes to Consolidated Financial Statements (Commitments and Contingencies - Litigation), included in Part IV, Item 14 of

this report, which is incorporated by reference.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted during the fourth quarter 2000 to a vote of security holders.

CERTAIN FACTORS AFFECTING

FORWARD LOOKING STATEMENTS

Statements in this annual report that relate to Equifax's future plans, objectives, expectations, performance, events, and the like are "forward-looking statements" within the meaning of the Private Securities Litigation Reporting Act of 1995 and the Securities Exchange Act of 1934. These statements are based on a number of assumptions that are inherently subject to significant uncertainties. Many of these

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uncertainties are beyond Equifax's control. Factors that could cause actual results to differ from those expressed or implied by forward-looking statements include, but are not limited to, those set forth below:

We depend on our customers' requirements for consumer credit information. If

these requirements decrease, our business might be adversely affected.

Our core product is our consumer credit profiles. In general, the usage of credit profiles (and related services) is driven by consumer demand for credit (via new credit cards, automobile loans, home mortgages and refinancings and other consumer loans) and lenders' efforts to develop new, and monitor existing, credit relationships. Consumer demand for credit tends to increase during periods of economic expansion. On the other hand, lenders' efforts to monitor existing credit relationships tend to increase during periods of economic contraction. Consequently, revenue from consumer credit information products is influenced by cyclical economic trends related to consumer debt.

We rely on demand for consumer information services. Our business might be

negatively affected by a decline in demand.

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

We depend on our customers' demand for our card and check solutions. If

consumer use of credit cards, debit cards or checks declines, either due to

decreased consumer spending or for other reasons, our business might be

adversely affected.

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

We rely on external data sources. Loss of access to credit and other data from

external sources could negatively impact our business.

We rely extensively upon data from external sources to maintain our proprietary and non-proprietary databases, including data received from customers and various government and public record services. The continued availability of

such data sources cannot be assured. Although we have no reason to believe that access to current data sources will become restricted, loss of access to, or the availability of, data in the future due to government regulation or otherwise could have a material adverse effect on our business, financial condition and results of operations.

Changes in government regulation could increase our costs or otherwise affect

our profits.

Our business involves collection of consumer and business data and distribution of such information to businesses making credit and marketing decisions. Equifax Payment Services processes information

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reflecting consumers' spending and payment activities. Consequently, certain of our activities and services are subject to regulation under various federal laws including the Fair Credit Reporting Act, Fair Debt Collection Practices Act, Gramm-Leach-Bliley Act, Equal Credit Opportunity Act, Truth in Lending Act and Fair Credit Billing Act, as well as similar state laws. We are also subject to privacy and consumer credit laws and regulations in foreign countries where we do business.

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

Competition could hurt our business.

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

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

If not accomplished in a timely and tax-free manner, the proposed spin-off of

Payment Services may negatively impact our business.

On October 2, 2000 the Company announced its intention to spin-off its Payment Services division to its shareholders in a tax-free stock dividend. We believe that separating Information Services from Payment Services will create two very strong companies, each with its own management team and Board of Directors focused on taking advantage of growth opportunities in their respective markets. We expect to complete the spin-off by the summer of 2001. However, prior to that time, there is a significant amount of work that must be completed to separate the two companies, much of which will require the time and attention of our management.

The spin-off is subject to a favorable ruling from the Internal Revenue Service (the "IRS") confirming the tax-free status of the distribution of dividend shares. It is possible, however, that IRS may not issue such a ruling and or that the spin-off could be rendered taxable as a result of subsequent actions or events, or as a result of a determination that Equifax failed to disclose properly to the IRS all material facts related to the spin-off. While we expect that the spin-off will be completed as a tax-free transaction, the inability to complete the spin-off as a tax-free transaction could have a negative effect on the trading price of Equifax's Common Stock, our operations and financial results, and or on our decision to complete the spin-off.

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PART II

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

The Company's common stock is listed and traded on the New York Stock Exchange,

which is the principal market on which the stock is traded.

<TABLE>
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DIVIDENDS PER SHARE

Quarter	1999	2000	2001*
First	\$0.090	\$0.093	\$0.093
Second	0.090	\$0.093	N/A
Third	0.090	\$0.093	N/A
Fourth	0.093	\$0.093	N/A
Annual	\$0.363	\$0.370	\$0.093

*Through March 20, 2001.

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STOCK PRICE

(In Dollars)	1999		2000		2001*	
<S>	<C> High	<C> Low	<C> High	<C> Low	<C> High	<C> Low
First Quarter	39.875	31.375	25.500	19.875	33.063	27.438
Second Quarter	38.438	33.250	29.688	23.375	N/A	N/A
Third Quarter	36.938	26.750	27.250	23.250	N/A	N/A
Fourth Quarter	28.313	20.125	36.500	26.000	N/A	N/A
Annual	39.875	20.125	36.500	19.875		

*Through March 20, 2001.

</TABLE>

As of February 28, 2001, there were approximately 10,611 holders of record of the Company's common stock.

Recent Sales of Unregistered Securities

In October 2000, the Company acquired Compliance Data Center, Inc. ("CDC") for approximately \$12 million, paid in cash and shares of the Company's common stock. In connection with the acquisition, 340,545 shares of common stock were issued to the seller pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended, provided by Section 4(2) and the regulations promulgated thereunder. The Company received no cash proceeds in connection with the issuance of the shares. The shares were registered for resale by the former shareholders of CDC (which was liquidated) pursuant to a registration statement filed by the Company with the Securities and Exchange Commission on February 1, 2001. The Company will receive no cash proceeds from the resale of the shares by the former CDC shareholders.

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ITEM 6. SELECTED FINANCIAL DATA

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

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULT OF OPERATIONS

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

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The Company is exposed to market risk, primarily from changes in foreign currency exchange rates and interest rates.

In the normal course of business, the balance sheets and results of operations

of the Company's foreign subsidiaries can be impacted by changes in foreign currency exchange rates. The Company's position is to not hedge against this risk due to the significant cost involved. At December 31, 2000, the Company had no material intercompany balances with foreign affiliates that were short-term in nature or material obligations in a foreign currency, other than intercompany advances to its U.K. operations and intercompany balances associated with funding an acquisition in Italy and a startup operation in Australia. From time to time, as such balances or obligations arise, the Company may consider hedging to minimize its exposure for these transactions. At December 31, 2000, the exchange risk associated with the Company's intercompany advances to its U.K. operations, as well as the intercompany balances associated with funding the Italy acquisition and startup operation in Australia were partially hedged by having a portion of borrowings under its revolving credit facility denominated in those respective currencies.

The Company chooses to have a mix of fixed-rate and variable-rate debt in its portfolio of debt obligations. Accordingly, the Company's earnings can be affected by the impact that changes in interest rates have on its variable-rate obligations. At December 31, 2000 approximately \$251 million (24%) of the Company's short-term and long-term debt was in variable-rate facilities. At this level, if market interest rates increased 1%, interest expense would increase approximately \$2.5 million per year (pre-tax). In July 2000 and in January 2001, the Company entered into six-month interest rate swap arrangements to fix the interest rate for \$200 million of its variable rate revolver debt. That portion of the Company's revolver debt has been excluded from the \$251 million amount of variable rate debt mentioned above.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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

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

FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 2, 2001, contains, on pages 4 through 7 thereof and on page 14 (under the heading "Stock Ownership Reporting Compliance"), information relating to the Company's Directors and persons nominated to become Directors, which is incorporated by reference. Information relating to the Executive Officers of the Company is included in Item 1 of this Report.

ITEM 11. EXECUTIVE COMPENSATION

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 2, 2001, contains, on page 8 thereof (under the heading "Compensation of Directors"), on pages 17 through 27 thereof (under the heading "Executive Officer Compensation"), information relating to Executive Officer compensation, which is incorporated by reference. In no event shall the information contained in the Proxy Statement under the heading "Report of the Compensation and Human Resources Committee on Executive Compensation" be deemed incorporated herein by such reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 2, 2001, contains on page 13 thereof, information relating to security ownership of certain beneficial owners and management, which is incorporated by reference.

For purposes of determining the aggregate market value of the Company's voting stock held by nonaffiliates, shares held by all current directors, executive officers and holders of 5% or more of the outstanding Common Stock of the Company have been excluded. The exclusion of such shares is not intended to, and shall not, constitute a determination as to which persons or entities may be

"affiliates" of the Company as defined by the Commission.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The Company's Proxy Statement for the Annual Meeting of Shareholders to be held on May 2, 2001, contains, on page 10 thereof (under the heading "Certain Relationships and Related Transactions"), information relating to certain relationships and related transactions between the Company and certain of its directors and executive officers, which is incorporated by reference.

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PART IV

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

(a) DOCUMENTS FILED WITH THIS REPORT

(1) Financial Statements

The following financial statements are filed with this Report.

- . Consolidated Balance Sheets - December 31, 2000 and 1999
- . Consolidated Statements of Income for the Years Ended December 31, 2000, 1999 and 1998
- . Consolidated Statements of Cash Flows for the Years Ended December 31, 2000, 1999 and 1998
- . Consolidated Statements of Shareholders' Equity and Comprehensive Income for the Years Ended December 31, 2000, 1999 and 1998
- . Notes to Consolidated Financial Statements
- . Report of Independent Public Accountants and Report of Management

(2) Financial Statement Schedules

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

(3) Exhibits

The following is a complete list of exhibits included as part of this Report including those incorporated by reference. A list of those documents filed with this Report is set forth on the Exhibit Index appearing elsewhere in this Report and is incorporated by reference.

Exhibit No.	Description
2.1	Distribution Agreement, Plan of Reorganization and Distribution previously filed as an exhibit to Pre-effective Amendment No. 1 to Registration Statement on Form S-1, Registration No. 333-30297, filed July 16, 1997, and incorporated by reference.
3.1	Amended and Restated Articles of Incorporation previously filed as an exhibit on Schedule 14A, filed, March 26, 1996, and incorporated by reference.
3.2	Bylaws previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
4.1	Loan Agreement previously filed as an exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.
4.2	Portion of Prospectus and Trust Indenture previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and incorporated by reference.

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4.3 Rights Agreement, dated October 25, 1995, between Equifax Inc. and

SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A".

- 4.4 Indenture Relating to Debt Securities previously filed as an exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.
- 10.1 Equifax Inc. 1988 Performance Share Plan for Officers, as amended previously filed as an exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
- 10.2 Equifax Inc. Executive Incentive Plan previously filed as an exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
- 10.3 Deferred Compensation Plan previously filed as an exhibit on Form 10-K, filed April 1, 1996, as amended on Form 10-K/A, filed April 4, 1996, and incorporated by reference.(1)
- 10.4 Form of Change in Control Agreement previously filed as an Exhibit to Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
- 10.5 Equifax Inc. Omnibus Stock Incentive Plan, as amended previously filed as an exhibit on Form 10-K, filed March 31, 1998, and incorporated by reference.(1)
- 10.6 Equifax Inc. Non-Employee Director Stock Option Plan and Agreement previously filed as an exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.(1)
- 10.7 Equifax Inc. Supplemental Executive Retirement Plan and subsequent Amendments.(1)
- 10.8 Equifax Inc. Executive Life and Supplemental Retirement Benefit Plan (U.S.)
- 10.9 Agreement For Computerized Credit Reporting Services previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
- 10.10 Amendments to Agreement for Computerized Credit Reporting Services and related documents previously filed as an exhibit on Form 10-K, filed March 31, 1997, and incorporated by reference.
- 10.11 Amendment to Agreement for Computerized Credit Reporting Services previously filed as pages 8 through 16 and Exhibit 4.1 on Amendment No. 1 to Form S-3, Registration Statement No. 33-62820, filed June 17, 1993, and incorporated by reference.
- 10.12 Fifth Amendment to Agreement for Computerized Credit Reporting Services previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
- 10.14 Computer and network operations agreement (redacted version) previously filed as an exhibit on Form 10-Q, filed November 16, 1998, and incorporated by reference.(2)
- 10.15 Lease Agreement previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
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- 10.16 Lease Agreement previously filed as an exhibit on Form 10-K, filed March 31, 1999, and incorporated by reference.
- 10.17 Transaction Document #1 previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.(2)
- 10.18 Master Agreement previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.(2)
- 10.19 Human Resources Business Process and Support Services Agreement with First Amendment and schedule of omitted exhibits previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
- 10.20 Finance & Accounting Business Process and Support Services Agreement, with First amendment and schedule of omitted exhibits previously filed as an Exhibit on Form 10-K filed March 30, 2000 and incorporated by reference.
- 10.21 Employment Agreement(1)
- 10.22 Equifax Inc. Key Management Long-Term Incentive Plan(1)
- 10.23 Equifax Inc. 2000 Stock Incentive Plan(1)

10.24	Bonus Exchange Program(1)
13.1	Summary of Selected Financial Data
13.2	Management's Discussion and Analysis of Financial Condition and Results of Operations
13.3	Financial Statements and Supplementary Data
21	Subsidiaries of the Registrant
23	Consent of Independent Public Accountants to incorporation by reference
24	Power of Attorney-Set forth on Signature Page
99.1	Form of Proxy Statement for the Annual Meeting of Shareholders, to be held May 2, 2001.

(1) Management Contract or Compensatory Plan

(2) Document omits information pursuant to a Request for Confidential Treatment under Rule 406 of the Securities Act of 1933

(b) REPORTS ON FORM 8-K

On October 5, 2000, the Company filed a report on Form 8-K filing the press release announcing its intention to spin-off its Payment Services Division to its shareholders as a tax free stock dividend.

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SIGNATURES

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 duly authorized officer.

Date: March 23, 2001 /s/Kent E. Mast

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

POWER OF ATTORNEY

Know all men by these presents, that each person whose signature appears below constitutes and appoints Thomas F. Chapman, Kent E. Mast and Philip J. Mazzilli and either of them, as attorneys-in-fact, with power of substitution, for him in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys-in-fact may do or cause to be done by virtue hereof.

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

Date: March 23, 2001 /s/Thomas F. Chapman

Thomas F. Chapman, Chairman of the Board
and Chief Executive Officer

Date: March 23, 2001 /s/Lee A. Kennedy

Lee A. Kennedy, President and
Chief Operating Officer

Date: March 23, 2001 /s/Philip J. Mazzilli

Philip J. Mazzilli, Executive Vice President
and Chief Financial Officer
(Principal Financial Officer)

Date: March 23, 2001 /s/Michael T. Vollkommer

Michael T. Vollkommer, Corporate Vice
President and Controller
(Principal Accounting Officer)

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Date: March 23, 2001 /s/Lee A. Ault

Lee A. Ault, III, Director

Date: March 24, 2001 /s/John L. Clendenin

John L. Clendenin, Director

Date: March 26, 2001 /s/A. W. Dahlberg

A. W. Dahlberg, Director

Date: March 29, 2001 /s/Robert P. Forrestal

Robert P. Forrestal, Director

Date: March 26, 2001 /s/L. Phillip Humann

L. Phillip Humann, Director

Date: March 26, 2001 /s/Larry L. Prince

Larry L. Prince, Director

Date: March 26, 2001 /s/Louis W. Sullivan

Dr. Louis W. Sullivan, Director

Date: March 26, 2001 /s/Jacquelyn M. Ward

Jacquelyn M. Ward, Director

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INDEX TO EXHIBITS

The following documents are being filed with this Report.

Exhibit No.	Description
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4.3	Rights Agreement, dated October 25, 1995, between Equifax Inc. and SunTrust Bank, Atlanta with Form of Right Certificate attached as Exhibit "A"
10.7	Equifax Inc. Supplement Executive Retirement Plan and subsequent Amendments(1)
10.8	Equifax Inc. Executive Life and Supplemental Retirement Benefit Plan (U.S.)
10.21	Employment Agreement(1)
10.22	Equifax Inc. Key Management Long-Term Incentive Plan(1)
10.23	Equifax Inc. 2000 Stock Incentive Plan(1)
10.24	Bonus Exchange Program(1)
13.1	Summary of Selected Financial Data
13.2	Management's Discussion and Analysis of Financial Condition and Results of Operations
13.3	Financial Statements and Supplementary Data
21	Subsidiaries of the Registrant
23	Consent of Independent Public Accountants to incorporation by

reference

99 Form of Proxy Statement for the Annual Meeting of Shareholders to
be held May 2, 2001

(1) Management Contract or Compensatory Plan

EQUIFAX INC.

and

SUNTRUST BANK, ATLANTA

RIGHTS AGREEMENT

Dated as of October 25, 1995

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RIGHTS AGREEMENT

This RIGHTS AGREEMENT, dated as of October 25, 1995 (this "Agreement"), is made and entered into by and between Equifax Inc., a Georgia corporation (the "Company"), and SunTrust Bank, Atlanta, a Georgia banking corporation (the "Rights Agent").

RECITALS

WHEREAS, on October 25, 1995, the Board of Directors of the Company authorized and declared a dividend distribution of one right ("Right") for each share of Common Stock, par value \$2.50 per share, of the Company (a "Common Share") outstanding as of the Close of Business (as hereinafter defined) on November 6, 1995, (the "Record Date"), each Right initially representing the right to purchase one Common Share, upon the terms and subject to the conditions herein set forth, and further authorized and directed the issuance of one Right with respect to each Common Share issued or delivered by the Company (whether originally issued or delivered from the Company's treasury) after the Record Date but prior to the earlier of the Distribution Date (as hereinafter defined) and the Expiration Date (as hereinafter defined).

NOW THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

Section 1. Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

(a) "Acquiring Person" shall mean any Person (other than the Company or any Subsidiary of the Company or any employee benefit or stock ownership plan of the Company or of any Subsidiary of the Company or any entity holding Common Shares for or pursuant to the terms of any such plan) who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Common Shares then outstanding; provided, however, that a Person shall not be deemed to have become an Acquiring Person solely as a result of a reduction in the number of Common Shares outstanding unless and until (i) such time as such Person or any Affiliate or Associate of such Person shall thereafter become the Beneficial Owner of any additional Common Shares, other than as a result of a stock dividend, stock split or similar transaction effected by the Company in which all holders of Common Shares are treated equally, or (ii) any other Person who is the Beneficial Owner of any Common Shares shall thereafter become an Affiliate or Associate of such Person.

(b) "Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement.

(c) A Person shall be deemed the "Beneficial Owner" of, and to "beneficially own," any securities:

(i) which such Person or any of such Person's Affiliates or

Associates, directly or indirectly, has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (whether or not in writing), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise (in each case, other than upon exercise or exchange of the Rights); provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or

(ii) which such Person or any of such Person's Affiliates or Associates, directly or indirectly, has the right to vote or dispose of, including pursuant to any agreement, arrangement or understanding (whether or not in writing); or

(iii) of which any other Person is the Beneficial Owner, if such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding (whether or not in writing) with such other Person (or any of such other Person's Affiliates or Associates) with respect to acquiring, holding, voting or disposing of any securities of the Company;

provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security (A) if such Person has the right to vote such security pursuant to an agreement, arrangement or understanding (whether or not in writing) which (1) arises solely from a revocable proxy given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations of the Exchange Act and (2) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report), or (B) if such beneficial ownership arises solely as a result of such Person's status as a "clearing agency", as defined in Section 3(a)(23) of the Exchange Act; and provided, further, that nothing in this paragraph (c) shall cause a Person engaged in business as an underwriter of securities to be the Beneficial Owner of, or to beneficially own, any securities acquired through such Person's participation in good faith in an underwriting syndicate until the expiration of 40 calendar days after the date of such acquisition, or such later date as the Board of Directors of the Company may determine in any specific case.

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(d) "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Georgia (or such other state in which the principal office of the Rights Agent is located) are authorized or obligated by law or executive order to close.

(e) "Close of Business" on any given date shall mean 5:00 P.M., Eastern time, on such date; provided, however, that if such date is not a Business Day it shall mean 5:00 P.M., Eastern time, on the next succeeding Business Day.

(f) "Common Shares" when used with reference to the Company shall mean the Common Stock, par value \$2.50 per share (and following the amendment to the Articles of Incorporation contemplated to become effective November 24, 1995, \$1.25 per share, or as such par value may be amended in the future), of the Company; provided, however, that, if the Company is the continuing or surviving corporation in a transaction described in Section 11(a)(ii) or Section 13(a)(ii) hereof, "Common Shares" when used with reference to the Company shall mean the capital stock or equity security with the greatest aggregate voting power of the Company. "Common Shares" when used with reference to any corporation or other legal entity, other than the Company, including an Issuer, shall mean the capital stock or equity security with the greatest aggregate voting power of such corporation or other legal entity.

(g) "Company" shall mean Equifax Inc., a Georgia corporation.

(h) "Distribution Date" shall mean the earliest of: (i) the Close of Business on the tenth calendar day (or, unless the Distribution Date shall have previously occurred, such later date as may be specified by the Board of Directors of the Company) after the Share Acquisition Date, (ii) the Close of Business on the tenth Business Day (or, unless the Distribution Date shall have previously occurred, such later date as may be specified by the Board of Directors of the Company) after the date of the commencement of a tender or exchange offer by any Person (other than the Company or any Subsidiary of the Company or any employee benefit or stock ownership plan of the Company or of any Subsidiary of the Company or any entity holding Common Shares for or pursuant to the terms of any such plan), if upon the consummation thereof such Person would be the Beneficial Owner of 15% or more of the outstanding Common Shares, and (iii) the Close of Business on the tenth calendar day after the first date of public announcement by the Company or an Acquiring Person (by press release, filing made with the Securities and Exchange Commission or otherwise) of the first occurrence of a Triggering Event; provided, however, that if the earliest of such dates would otherwise occur prior to the Record Date, the Distribution Date shall mean the Close of Business on the Record Date.

(i) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(j) "Expiration Date" shall mean the earliest of (i) the Close of Business on the Final Expiration Date, (ii) the time at which the Rights are redeemed as provided in Section 23 hereof, and (iii) the time at which all exercisable Rights are exchanged as provided in Section 27 hereof.

(k) "Final Expiration Date" shall mean the tenth anniversary of the Record Date.

(l) "Flip-in Event" shall mean any event described in clauses (A), (B) or (C) of Section 11(a) (ii) hereof.

(m) "Flip-over Event" shall mean any event described in subsections (i), (ii) or (iii) of Section 13(a) hereof.

(n) "Issuer" shall have the meaning set forth in Section 13(b) hereof.

(o) "NASDAQ" shall mean the National Association of Securities Dealers, Inc. Automated Quotation System.

(p) "Person" shall mean any individual, firm, corporation, partnership or other legal entity, and shall include any successor (by merger or otherwise) of such entity.

(q) "Purchase Price" shall mean initially \$185.00 per Common Share and shall be automatically adjusted to \$92.50 per Common Share upon the two-for-one stock split of the Common Shares contemplated to become effective as of November 24, 1995, and shall be subject to further adjustment from time to time as provided in this Agreement.

(r) "Redemption Price" shall mean \$0.01 per Right, subject to adjustment by resolution of the Board of Directors of the Company to reflect any stock split, stock dividend or similar transaction occurring after the date hereof.

(s) "Right" shall have the meaning set forth in the Recitals to this Agreement.

(t) "Right Certificates" shall mean certificates evidencing the Rights, in substantially the form of Exhibit A attached hereto.

(u) "Rights Agent" shall mean SunTrust Bank, Atlanta, unless and until a successor Rights Agent shall have become such pursuant to the terms of

this Agreement, and thereafter, "Rights Agent" shall mean such successor Rights Agent.

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

(w) "Share Acquisition Date" shall mean the first date of public announcement by the Company or an Acquiring Person (by press release, filing made with the Securities and Exchange Commission or otherwise) that an Acquiring Person has become such.

(x) "Subsidiary" when used with reference to any Person shall mean any corporation or other legal entity of which a majority of the voting power of the voting equity securities or equity interests is owned, directly or indirectly, by such Person; provided, however, that for purposes of Section 13(b) hereof, "Subsidiary" when used with reference to any Person shall mean any corporation or other legal entity of which at least 20% of the voting power of the voting equity securities or equity interests is owned, directly or indirectly, by such Person.

(y) "Summary of Rights to Purchase Common Shares" shall mean the Summary of Rights to Purchase Common Shares, in substantially the form of Exhibit B attached hereto.

(z) "Trading Day" shall mean any day on which the principal national securities exchange on which the Common Shares are listed or admitted to trading is open for the transaction of business or, if the Common Shares are not listed or admitted to trading on any national securities exchange, a Business Day.

(aa) "Triggering Event" shall mean any Flip-in Event or Flip-over Event.

Section 2. Appointment of Rights Agent. The Company hereby appoints the Rights Agent to act as agent for the Company and the holders of the Rights (who, in accordance with Section 3 hereof, shall also be, prior to the Distribution Date, the holders of the Common Shares) in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment and hereby certifies that it complies with the requirements of the New York Stock

Exchange governing transfer agents and registrars. The Company may from time to time act as Co-Rights Agent or appoint such Co-Rights Agents as it may deem necessary or desirable. Any actions which may be taken by the Rights Agent pursuant to the terms of this Agreement may be taken by any such Co-Rights Agent. To the extent that any Co-Rights Agent takes any action pursuant to this Agreement, such Co-Rights Agent shall be entitled to all of the rights and protections of, and subject to all of the applicable duties and obligations imposed upon, the Rights Agent pursuant to the terms of this

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Agreement.

Section 3. Issue of Right Certificates.

(a) Until the Distribution Date, (i) the Rights shall be evidenced by the certificates representing Common Shares registered in the names of the record holders thereof (which certificates representing Common Shares shall also be deemed to be Right Certificates), together with a copy of the Summary of Rights, (ii) the Rights shall be transferable only in connection with the transfer of the underlying Common Shares, and (iii) the surrender for transfer of any certificates evidencing Common Shares in respect of which Rights have been issued, with or without a copy of the Summary of Rights, shall also constitute the transfer of the Rights associated with the Common Shares evidenced by such certificates.

(b) As promptly as practicable after the Record Date, the Company shall send a copy of the Summary of Rights by first-class, postage prepaid mail, to each record holder of Common Shares as of the close of business on the Record Date, at the address of such holder shown on the records of the Company as of such date.

(c) Rights shall be issued by the Company in respect of all Common Shares (other than Common Shares issued upon the exercise or exchange of any Right) issued or delivered by the Company (whether originally issued or delivered from the Company's treasury) after the Record Date but prior to the earlier of the Distribution Date and the Expiration Date. Certificates evidencing such Common Shares shall have stamped on, impressed on, printed on, written on or otherwise affixed to them the following legend or such similar legend as the Company may deem appropriate and as is not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange or transaction reporting system on which the Common Shares may from time to time be listed or quoted, or to conform to usage:

This Certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between Equifax Inc. and SunTrust Bank, Atlanta, dated as of October 25, 1995 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of Equifax Inc.. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may expire, may be amended or may be evidenced by separate certificates and no longer be evidenced by this Certificate. Equifax Inc. will mail to the holder of this Certificate a copy of the Rights Agreement without charge promptly after receipt of a written request therefor. Under certain

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circumstances as set forth in the Rights Agreement, Rights beneficially owned by an Acquiring Person or any Affiliate or Associate of an Acquiring Person (as such terms are defined in the Rights Agreement) may become null and void.

(d) As promptly as practicable after the Distribution Date, the Company shall prepare and execute, the Rights Agent will countersign and the Company shall send or cause to be sent (and the Rights Agent shall, if requested, send), by first-class, insured, postage prepaid mail, to each record holder of Common Shares as of the Close of Business on the Distribution Date, at the address of such holder shown on the records of the Company, a Right Certificate, evidencing one Right for each Common Share so held, subject to adjustment. As of and after the Distribution Date, the Rights shall be evidenced solely by such Right Certificates.

Section 4. Form of Right Certificates. The Right Certificates (and the form of election to purchase and form of assignment to be printed on the reverse thereof) shall be substantially in the form set forth as Exhibit A hereto with such changes, marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange or transaction reporting system on which the Rights may from time to time be listed or quoted, or to conform to usage. Subject to the provisions of Section 22 hereof, the Right Certificates, whenever issued, on their face shall entitle the holders

thereof to purchase such number of Common Shares as shall be set forth therein at the Purchase Price set forth therein, but the Purchase Price, the number and kind of securities issuable upon exercise of each Right and the number of Rights outstanding shall be subject to adjustment as provided herein.

Section 5. Countersignature and Registration.

(a) The Right Certificates shall be executed on behalf of the Company by its Chairman of the Board, President or any Vice President, either manually or by facsimile signature, and shall have affixed thereto the Company's seal or a facsimile thereof which shall be attested by the Secretary or an Assistant Secretary of the Company, either manually or by facsimile signature. The Right Certificates shall be manually countersigned by the Rights Agent and shall not be valid for any purpose unless so countersigned. In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent, and issued and delivered by the Company with the same force and effect as though the person who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be

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signed on behalf of the Company by any person who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Rights Agreement any such person was not such an officer.

(b) Following the Distribution Date, the Rights Agent shall keep or cause to be kept, at the principal office of the Rights Agent designated for such purpose and at such other offices as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange or any transaction reporting system on which the Rights may from time to time be listed or quoted, books for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced on its face by each of the Right Certificates and the date of each of the Right Certificates.

Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates.

(a) Subject to the provisions of Sections 7(d) and 14 hereof, at any time after the Close of Business on the Distribution Date and prior to the Expiration Date, any Right Certificate or Right Certificates representing exercisable Rights may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the registered holder to purchase a like number of Common Shares (or other securities, as the case may be) as the Right Certificate or Right Certificates surrendered then entitled such holder (or former holder in the case of a transfer) to purchase. Any registered holder desiring to transfer, split up, combine or exchange any such Right Certificate shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the principal office of the Rights Agent designated for such purpose. Thereupon or as promptly as practicable thereafter, subject to the provisions of Sections 7(d) and 14 hereof, the Company shall prepare, execute and deliver to the Rights Agent, and the Rights Agent shall countersign and deliver a Right Certificate or Right Certificates, as the case may be, as so requested. The Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of Right Certificates.

(b) Upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company shall prepare, execute and deliver a new Right

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Certificate of like tenor to the Rights Agent and the Rights Agent shall countersign and deliver such new Right Certificate to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

Section 7. Exercise of Rights; Purchase Price; Expiration Date of Rights.

(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date and prior to the Expiration Date, upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights Agent at the office or offices of the Rights Agent designated for such purpose, together with payment in cash,

in lawful money of the United States of America by certified check or bank draft payable to the order of the Company equal to the sum of (i) the exercise price for the total number of securities as to which such surrendered Rights are exercised and (ii) an amount equal to any applicable transfer tax required to be paid by the holder of such Right Certificate in accordance with the provisions of Section 9 hereof. In lieu of the cash payment referred to in the immediately preceding sentence, following the occurrence of a Triggering Event the registered holder of a Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part upon surrender of the Right Certificate as described above together with an election to exercise such Rights without payment of cash on the reverse side thereof duly completed. With respect to any Rights as to which such an election is made, the holder shall receive a number of Common Shares or other securities having a value equal to the difference between (i) the value of the Common Shares or other securities that would have been issuable upon payment of the cash amount as described above, and (ii) the amount of such cash payment. For purposes of this Section 7(a), the value of any Common Share or other security shall be the current per share market price of a Common Share (determined pursuant to Section 11(d) hereof) on the Trading Day immediately preceding the date of the first occurrence of a Triggering Event.

(b) Upon receipt of a Right Certificate representing exercisable Rights with the form of election to purchase duly executed, accompanied by either payment as described above or a duly completed election to exercise without payment of cash, the Rights Agent shall promptly (i) requisition from any transfer agent of the Common Shares (or make available, if the Rights Agent is the transfer agent) certificates representing the number of Common Shares to be purchased (and the Company hereby irrevocably authorizes and directs its transfer agent to comply with all such requests), (ii) after receipt of such certificates, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, (iii) when appropriate, requisition from the Company or any transfer agent therefor (or make available, if the Rights Agent is the

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transfer agent) certificates representing the number of equivalent common shares to be issued in lieu of the issuance of Common Shares in accordance with the provisions of Section 11(a)(iii) hereof, (iv) when appropriate, after receipt of such certificates, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, (v) when appropriate, requisition from the Company the amount of cash to be paid in lieu of the issuance of fractional shares in accordance with the provisions of Section 14 hereof or in lieu of the issuance of Common Shares in accordance with the provisions of Section 11(a)(iii) hereof, (vi) when appropriate, after receipt, deliver such cash to or upon the order of the registered holder of such Right Certificate, and (vii) when appropriate, deliver any due bill or other instrument provided to the Rights Agent by the Company for delivery to the registered holder of such Right Certificate as provided by Section 11(l) hereof.

(c) In case the registered holder of any Right Certificate shall exercise less than all the Rights evidenced thereby, the Company shall prepare, execute and deliver a new Right Certificate evidencing Rights equivalent to the Rights remaining unexercised and the Rights Agent shall countersign and deliver such new Right Certificate to the registered holder of such Right Certificate or to his duly authorized assigns, subject to the provisions of Section 14 hereof.

(d) Notwithstanding anything in this Agreement to the contrary, neither the Rights Agent nor the Company shall be obligated to undertake any action with respect to any purported transfer, split up, combination or exchange of any Right Certificate pursuant to Section 6 hereof or exercise of a Right Certificate as set forth in this Section 7 unless the registered holder of such Right Certificate shall have (i) completed and signed the certificate following the form of assignment or form of election to purchase, as applicable, set forth on the reverse side of the Right Certificate surrendered for such transfer, split up, combination, exchange or exercise, and (ii) provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) or Affiliates or Associates thereof as the Company shall have reasonably requested.

Section 8. Cancellation and Destruction of Right Certificates. All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Company or to any of its stock transfer agents, be delivered to the Rights Agent for cancellation or in cancelled form, or, if surrendered to the Rights Agent, shall be cancelled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by this Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all

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cancelled Right Certificates to the Company, or shall, at the written request of

the Company, destroy such cancelled Right Certificates, and in such case shall deliver a certificate of destruction thereof to the Company.

Section 9. Company Covenants Concerning Securities and Rights. The Company covenants and agrees that:

(a) So long as the Common Shares issuable upon the exercise of the Rights may be listed on a national securities exchange, it shall endeavor to cause, from and after such time as the Rights become exercisable, all securities reserved for issuance upon the exercise of Rights to be listed on such exchange upon official notice of issuance.

(b) It shall take all such action as may be necessary to ensure that all Common Shares and/or other securities delivered upon exercise of Rights, at the time of delivery of the certificates for such securities shall be (subject to payment of the Purchase Price) duly and validly authorized and issued, fully paid and nonassessable securities.

(c) It shall pay when due and payable any and all federal and state transfer taxes and charges that may be payable in respect of the issuance or delivery of the Right Certificates and of any certificates representing securities issued upon the exercise of Rights; provided, however, that the Company shall not be required to pay any transfer tax or charge which may be payable in respect of any transfer or delivery of Right Certificates to a person other than, or the issuance or delivery of certificates representing securities issued upon the exercise of Rights in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise, or to issue or deliver any certificates representing securities issued upon the exercise of any Rights until any such tax or charge shall have been paid (any such tax or charge being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Company's reasonable satisfaction that no such tax is due.

(d) It shall use its best efforts (i) to file on an appropriate form, as soon as practicable following the later of the first occurrence of a Triggering Event or the Distribution Date, a registration statement under the Securities Act with respect to the securities issuable upon exercise of the Rights, (ii) to cause such registration statement to become effective as soon as practicable after such filing, and (iii) to cause such registration statement to remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (A) the date as of which the Rights are no longer exercisable for such securities and (B) the Expiration Date. The Company shall also take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Company may

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temporarily suspend, for a period of time after the date set forth in clause (i) of the first sentence of this Section 9(d), the exercisability of the Rights in order to prepare and file such registration statement and to permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. In addition, if the Company shall determine that a registration statement should be filed under the Securities Act or any state securities laws following the Distribution Date, the Company may temporarily suspend the exercisability of the Rights in each relevant jurisdiction until such time as a registration statement has been declared effective and, upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding anything in this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction if the requisite registration or qualification in such jurisdiction shall not have been effected or the exercise of the Rights shall not be permitted under applicable law.

(e) Notwithstanding anything in this Agreement to the contrary, after the Distribution Date it shall not, except as permitted by Section 23 or Section 26 hereof, take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will eliminate or otherwise diminish the benefits intended to be afforded by the Rights.

(f) In the event that the Company is obligated to issue other securities of the Company and/or pay cash pursuant to Sections 11, 13 or 14 hereof, it shall make all arrangements necessary so that such other securities and/or cash are available for distribution by the Rights Agent, if and when appropriate.

Section 10. Record Date. Each Person in whose name any certificate representing Common Shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Common Shares represented thereby on, and such certificate shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and all applicable transfer taxes) was made; provided, however, that if the date of such surrender and payment is a date upon which the

Common Shares transfer books of the Company are closed, such Person shall be deemed to have become the record holder of such securities on, and such certificate shall be dated, the next succeeding Business Day on which the Common Shares transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a shareholder of the Company with respect to securities for which the Rights shall be exercisable, including,

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without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

Section 11. Adjustment of Purchase Price, Number and Kind of Securities or Number of Rights. The Purchase Price, the number and kind of securities issuable upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11.

(a) (i) In the event that the Company shall at any time after the date of this Agreement (A) effect a dividend on the Common Shares payable in Common Shares, (B) subdivide the outstanding Common Shares, (C) combine the outstanding Common Shares into a smaller number of shares or (D) issue any shares of its capital stock in a reclassification of the Common Shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing or surviving corporation), the Purchase Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, and/or the number and/or kind of shares of capital stock issuable on such date upon exercise of a Right, shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive upon payment of the Purchase Price then in effect the aggregate number and kind of shares of capital stock which, if such Right had been exercised immediately prior to such date and at a time when the Common Shares transfer books of the Company were open, the holder of such Right would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification. If an event occurs which would require an adjustment under both this Section 11(a) (i) and Section 11(a) (ii) hereof or Section 13 hereof, the adjustment provided for in this Section 11(a) (i) shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 11(a) (ii) or Section 13 hereof.

(ii) Subject to the provisions of Section 27 hereof, in the event that:

(A) any Acquiring Person or any Affiliate or Associate of any Acquiring Person, at any time after the date of this Agreement, directly or indirectly, shall (1) merge into the Company or otherwise combine with the Company and the Company shall be the continuing or surviving corporation of such merger or combination (other than in a transaction subject to Section 13 hereof), (2) merge or otherwise combine with any Subsidiary of the Company, (3) in one or more transactions (other than in connection with the exercise or exchange of Rights or the exercise or conversion of securities exercisable for or convertible into shares of any class of capital

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stock of the Company or any of its Subsidiaries) transfer any assets to the Company or any of its Subsidiaries in exchange (in whole or in part) for shares of any class of capital stock of the Company or any of its Subsidiaries or for securities exercisable for or convertible into shares of any class of capital stock of the Company or any of its Subsidiaries, or otherwise obtain from the Company or any of its Subsidiaries, with or without consideration, any additional shares of any class of capital stock of the Company or any of its Subsidiaries or securities exercisable for or convertible into shares of any class of capital stock of the Company or any of its Subsidiaries (other than as part of a pro rata distribution to all holders of such shares of any class of capital stock of the Company, or any of its Subsidiaries), (4) sell, purchase, lease, exchange, mortgage, pledge, transfer or otherwise dispose (in one or more transactions), to, from, with or of, as the case may be, the Company or any of its Subsidiaries (other than in a transaction subject to Section 13 hereof), assets, including securities, on terms and conditions less favorable to the Company than the Company would be able to obtain in arm's-length negotiation with an unaffiliated third party, (5) receive any compensation from the Company or any of its Subsidiaries other than compensation as a director or for full-time employment as a regular employee, in either case, at rates in accordance with the Company's (or its Subsidiaries') past practices, or (6) receive the benefit, directly or indirectly (except proportionately as a shareholder), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantage provided by the Company or any of its Subsidiaries; or

(B) during such time as there is an Acquiring Person, there shall be any reclassification of securities (including any reverse stock split), or recapitalization of the Company, or any merger or consolidation

of the Company with any of its Subsidiaries or any other transaction or series of transactions involving the Company or any of its Subsidiaries (whether or not with or into or otherwise involving an Acquiring Person), other than a transaction subject to Section 13 hereof, which has the effect, directly or indirectly, of increasing by more than 1% the proportionate share of the outstanding shares of any class of equity securities or of securities exercisable for or convertible into equity securities of the Company or any of its Subsidiaries of which an Acquiring Person or any Affiliate or Associate of any Acquiring Person, is the Beneficial Owner; or

(C) any Person (other than the Company or any Subsidiary of the Company or any employee benefit or stock ownership plan of the Company or of any Subsidiary of the Company or any entity holding Common Shares for or pursuant to the terms of any such plan) who or which, together with all Affiliates and Associates of such Person, shall at any time after

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date of this Agreement, become the Beneficial Owner of 20% or more of the Common Shares then outstanding (other than pursuant to any transaction set forth in Section 13(a) hereof); provided, however, that a Person shall not be deemed to have become the Beneficial Owner of 20% or more of the Common Shares then outstanding for the purposes of this Section 11(a)(ii)(C) solely as a result of a reduction in the number of Common Shares outstanding unless and until such time as (1) such Person or any Affiliate or Associate of such Person shall thereafter become the Beneficial Owner of any additional Common Shares other than as a result of a stock dividend, stock split or similar transaction effected by the Company in which all holders of Common Shares are treated equally, or (2) any other Person who is the Beneficial Owner of any Common Shares shall thereafter become an

Affiliate or Associate of such Person, then, and in each such case, proper provision shall be made so that each holder of a Right, except as provided below, shall thereafter have a right to receive, upon exercise thereof in accordance with the terms of this Agreement at an exercise price per Right equal to the product of the then-current Purchase Price multiplied by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, such number of Common Shares as shall equal the result obtained by (x) multiplying the then-current Purchase Price by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, and dividing that product by (y) 50% of the current per share market price of the Common Shares (determined pursuant to Section 11(d) hereof) on the date of the first occurrence of a Triggering Event. Notwithstanding anything in this Agreement to the contrary, from and after the later of the Distribution Date and the first occurrence of a Flip-in Event, (1) any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Affiliate or Associate of such Acquiring Person) shall be void and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of this Agreement, (2) no Right Certificate shall be issued pursuant to this Agreement that represents Rights beneficially owned by an Acquiring Person or any Affiliate or Associate thereof, (3) no Right Certificate shall be issued at any time upon the transfer of any Rights to an Acquiring Person or any Affiliate or Associate thereof or to any nominee of such Acquiring Person or Affiliate or Associate thereof, and (4) any Right Certificate delivered to the Rights Agent for transfer to an Acquiring Person or any Affiliate or Associate thereof shall be cancelled.

(iii) Upon the occurrence of the Distribution Date or a Flip-in Event, if there shall not be sufficient Common Shares authorized but unissued or issued but not outstanding to permit the issuance of all the Common Shares issuable in accordance with the provisions hereof upon the exercise of a Right, the Board of Directors of the Company shall use its best efforts promptly to authorize and, subject to the provisions of Section 9(d) hereof, make available for issuance additional Common Shares or other equity securities of the Company having equivalent voting rights and an equivalent value (as determined in good faith by the Board of Directors of the Company) to the Common Shares (for purposes of this Section 11(a)(iii), "equivalent common

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shares"). In the event that equivalent common shares are so authorized, upon the exercise of a Right in accordance with the provisions of Section 7 hereof, the registered holder shall be entitled to receive (A) Common Shares, to the extent any are available and (B) a number of equivalent common shares, which the Board of Directors of the Company shall have determined in good faith to have a value equivalent to the excess of (x) the aggregate current per share market value of all the Common Shares issuable in accordance with subsection (ii) hereof upon the exercise of a Right (the "Exercise Value") over (y) the aggregate current per share market value of any Common Shares available for issuance upon the exercise of such Right; provided, however, that if at any time after 90 calendar days after the first occurrence of a Flip-in Event, there shall not be sufficient Common Shares and/or equivalent common shares available for issuance upon the exercise of a Right, then the Company shall be obligated to deliver, upon the surrender of such Right and without requiring payment of the Purchase

Price, Common Shares (to the extent available), equivalent common shares (to the extent available) and then cash (to the extent permitted by applicable law and any agreements or instruments to which the Company is a party in effect immediately prior to the first occurrence of any Flip-in Event), which securities and cash shall have an aggregate value equal to the excess of (1) the Exercise Value over (2) the product of the then-current Purchase Price multiplied by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event. To the extent that any legal or contractual restrictions prevent the Company from paying the full amount of cash payable in accordance with the foregoing sentence, the Company shall pay to holders of the Rights as to which such payments are being made all amounts which are not then restricted on a pro rata basis and shall continue to make payments on a pro rata basis as funds become available until the full amount due to each such Rights holder has been paid.

(b) In the event that the Company shall fix a record date for the issuance of rights, options or warrants to all holders of Common Shares entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Common Shares (or securities having equivalent rights, privileges and preferences as the Common Shares (for purposes of this Section 11(b), "equivalent common shares")) or securities convertible into Common Shares or equivalent common shares at a price per Common Share or equivalent common share (or having a conversion price per share, if a security convertible into Common Shares or equivalent common shares) less than the current per share market price of the Common Shares (determined pursuant to Section 11(d) hereof) on such record date, the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of Common Shares outstanding on such record date plus the number of Common Shares which the aggregate offering price of the total number of Common Shares and/or equivalent common shares so to be offered (and/or the aggregate initial conversion price of the convertible securities so

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to be offered) would purchase at such current per share market price and the denominator of which shall be the number of Common Shares outstanding on such record date plus the number of additional Common Shares and/or equivalent common shares to be offered for subscription or purchase (or into which the convertible securities so to be offered are initially convertible). In case such subscription price may be paid in a consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent. Common Shares owned by or held for the account of the Company shall not be deemed outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights, options or warrants are not so issued, the Purchase Price shall be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(c) In the event that the Company shall fix a record date for the making of a distribution to all holders of Common Shares (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing or surviving corporation) of evidences of indebtedness, cash (other than a regular periodic cash dividend), assets, stock (other than a dividend payable in Common Shares) or subscription rights, options or warrants (excluding those referred to in Section 11(b) hereof), the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the current per share market price of the Common Shares (as determined pursuant to Section 11(d) hereof) on such record date or, if earlier, the date on which Common Shares begin to trade on an ex-dividend or when-issued basis for such distribution, less the fair market value (as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent) of the portion of the evidences of indebtedness, cash, assets or stock so to be distributed or of such subscription rights, options or warrants applicable to one Common Share, and the denominator of which shall be such current per share market price of the Common Shares. Such adjustments shall be made successively whenever such a record date is fixed; and in the event that such distribution is not so made, the Purchase Price shall again be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(d) For the purpose of any computation hereunder, the "current per share market price" of Common Shares on any date shall be deemed to be the average of the daily closing prices per share of such Common Shares for the 30 consecutive Trading Days immediately prior to such date; provided, however, that in the event that the current per share market price of the Common Shares is determined during a period following the announcement by the issuer of such Common Shares of (i) a dividend or distribution on such Common Shares payable

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in such Common Shares or securities convertible into such Common Shares (other than the Rights) or (ii) any subdivision, combination or reclassification of such Common Shares, and prior to the expiration of 30 Trading Days after the ex-dividend date for such dividend or distribution, or the record date for such subdivision, combination or reclassification, then, and in each such case, the current per share market price shall be appropriately adjusted to take into account ex-dividend trading or to reflect the current per share market price per Common Share equivalent. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Common Shares are not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Common Shares are listed or admitted to trading or, if the Common Shares are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by NASDAQ or such other system then in use, or, if on any such date the Common Shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Common Shares selected by the Board of Directors of the Company. If the Common Shares are not publicly held or not so listed or traded, or not the subject of available bid and asked quotes, "current per share market price" shall mean the fair value per share as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent.

(e) Except as set forth below, no adjustment in the Purchase Price shall be required unless such adjustment would require an increase or decrease of at least 1% in such price; provided, however, that any adjustments which by reason of this Section 11(e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 11 shall be made to the nearest cent or to the nearest one ten-thousandth of a Common Share or other security, as the case may be. Notwithstanding the first sentence of this Section 11(e), any adjustment required by this Section 11 shall be made no later than the earlier of (i) three years from the date of the transaction which requires such adjustment and (ii) the Expiration Date.

(f) If as a result of an adjustment made pursuant to Section 11(a) hereof, the holder of any Right thereafter exercised shall become entitled to receive any securities of the Company other than Common Shares, thereafter the number of such other securities so receivable upon exercise of any Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Shares

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contained in this Section 11, and the provisions of Sections 7, 9, 10 and 13 hereof with respect to the Common Shares shall apply on like terms to any such other securities.

(g) All Rights originally issued by the Company subsequent to any adjustment made to the Purchase Price hereunder shall evidence the right to purchase, at the adjusted Purchase Price, the number of Common Shares issuable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(h) Unless the Company shall have exercised its election as provided in Section 11(i) hereof, upon each adjustment of the Purchase Price as a result of the calculations made in Section 11(b) and Section 11(c) hereof made with respect to a distribution of subscription rights, options or warrants applicable to Common Shares, each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Purchase Price, that number of Common Shares (calculated to the nearest one-thousandth a Common Share) obtained by (i) multiplying (x) the number of Common Shares issuable upon exercise of a Right immediately prior to this adjustment by (y) the Purchase Price in effect immediately prior to such adjustment of the Purchase Price, and (ii) dividing the product so obtained by the Purchase Price in effect immediately after such adjustment of the Purchase Price.

(i) The Company may elect, on or after the date of any adjustment of the Purchase Price, to adjust the number of Rights in substitution for any adjustment in the number of Common Shares issuable upon the exercise of a Right. Each of the Rights outstanding after such adjustment of the number of Rights shall be exercisable for the number of Common Shares for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one-thousandth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Company shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if

known at the time, the amount of the adjustment to be made. This record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least 10 calendar days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 11(i), the Company shall, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to the provisions of Section 14 hereof, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Company,

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shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates held by such holders prior to the date of adjustment, and upon surrender thereof if required by the Company, new Right Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Right Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein (and may bear, at the option of the Company, the adjusted Purchase Price) and shall be registered in the names of the holders of record of Right Certificates on the record date specified in the public announcement.

(j) Irrespective of any adjustment or change in the Purchase Price or the number or kind of securities issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price and the number and kind of securities which were expressed in the initial Right Certificate issued hereunder.

(k) Before taking any action that would cause an adjustment reducing the Purchase Price below the then par value, if any, of the Common Shares or other securities issuable upon exercise of the Rights, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable Common Shares or such other securities at such adjusted Purchase Price.

(l) In any case in which this Section 11 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date the number of Common Shares or other securities of the Company, if any, issuable upon such exercise over and above the number of Common Shares or other securities of the Company, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; provided, however, that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional Common Shares or other securities upon the occurrence of the event requiring such adjustment.

(m) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to make such reductions in the Purchase Price, in addition to those adjustments expressly required by this Section 11, as and to the extent that in its good faith judgment the Board of Directors of the Company shall determine to be advisable in order that any (i) consolidation or subdivision of the Common Shares, (ii) issuance wholly for cash of Common Shares at less than the current per share market price therefor, (iii) issuance wholly for cash of Common Shares or securities which by their terms are convertible into or exchangeable for Common Shares, (iv) stock dividends, or

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(v) issuance of rights, options or warrants referred to in this Section 11, hereafter made by the Company to holders of its Common Shares shall not be taxable to such shareholders.

Section 12. Certificate of Adjusted Purchase Price or Number of Securities. Whenever an adjustment is made as provided in Section 11 or Section 13 hereof, the Company shall promptly (a) prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment, (b) file with the Rights Agent and with each transfer agent for the Common Shares, a copy of such certificate, and (c) if such adjustment is made after the Distribution Date, mail a brief summary of such adjustment to each holder of a Right Certificate in accordance with Section 25 hereof.

Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power.

(a) In the event that, following the Share Acquisition Date, directly or indirectly:

(i) the Company shall consolidate with, or merge with or into, any other Person and the Company shall not be the continuing or surviving corporation of such consolidation or merger; or

(ii) any Person shall consolidate with the Company, or merge with or into the Company and the Company shall be the continuing or surviving

corporation of such merger or consolidation and, in connection with such merger or consolidation, all or part of the Common Shares shall be changed into or exchanged for stock or other securities of any other Person or cash or any other property; or

(iii) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power (including, without limitation, securities creating any obligation on the part of the Company and/or any of its Subsidiaries) representing in the aggregate more than 50% of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any Person or Persons, then, and in each such case, proper provision shall be made so that (A) each holder of a Right (except as otherwise provided herein) shall thereafter have the right to receive, upon the exercise thereof in accordance with the terms of this Agreement at an exercise price per Right equal to the product of the then-current Purchase Price multiplied by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, such number of validly authorized and issued, fully paid, nonassessable and freely tradeable Common Shares of the Issuer, free and clear of any liens, encumbrances and other adverse claims and not subject to any rights of call or first refusal, as shall be equal to the result obtained by (x) multiplying the then-current Purchase Price by the number of Common Shares for

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which a Right is exercisable immediately prior to the first occurrence of a Triggering Event and dividing that product by (y) 50% of the current per share market price of the Common Shares of the Issuer (determined pursuant to Section 11(d) hereof), on the date of consummation of such Flip-over Event; (B) the Issuer shall thereafter be liable for, and shall assume, by virtue of the consummation of such Flip-over Event, all the obligations and duties of the Company pursuant to this Agreement; (C) the term "Company" shall thereafter be deemed to refer to the Issuer; and (D) the Issuer shall take such steps (including, without limitation, the reservation of a sufficient number of its Common Shares to permit the exercise of all outstanding Rights) in connection with such consummation as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be possible, in relation to its Common Shares thereafter deliverable upon the exercise of the Rights.

(b) For purposes of this Section 13, "Issuer" shall mean (i) in the case of any Flip-over Event described in Sections 13(a) (i) or (ii) above, the Person that is the continuing, surviving, resulting or acquiring Person (including the Company as the continuing or surviving corporation of a transaction described in Section 13(a) (ii) above), and (ii) in the case of any Flip-over Event described in Section 13(a) (iii) above, the Person that is the party receiving the greatest portion of the assets or earning power (including, without limitation, securities creating any obligation on the part of the Company and/or any of its Subsidiaries) transferred pursuant to such transaction or transactions; provided, however, that, in any such case, (A) if (1) no class of equity security of such Person is, at the time of such merger, consolidation or transaction and has been continuously over the preceding 12-month period, registered pursuant to Section 12 of the Exchange Act, and (2) such Person is a Subsidiary, directly or indirectly, of another Person, a class of equity security of which is and has been so registered, the term "Issuer" shall mean such other Person; and (B) in case such Person is a Subsidiary, directly or indirectly, of more than one Person, a class of equity security of two or more of which are and have been so registered, the term "Issuer" shall mean whichever of such Persons is the issuer of the equity security having the greatest aggregate market value. Notwithstanding the foregoing, if the Issuer in any of the Flip-over Events listed above is not a corporation or other legal entity having outstanding equity securities, then, and in each such case, (x) if the Issuer is directly or indirectly wholly owned by a corporation or other legal entity having outstanding equity securities, then all references to Common Shares of the Issuer shall be deemed to be references to the Common Shares of the corporation or other legal entity having outstanding equity securities which ultimately controls the Issuer, and (y) if there is no such corporation or other legal entity having outstanding equity securities, (I) proper provision shall be made so that the Issuer shall create or otherwise make available for purposes of the exercise of the Rights in accordance with the terms of this Agreement, a kind or kinds of security or securities having a fair market value at least equal to the economic value of the Common

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Shares which each holder of a Right would have been entitled to receive if the Issuer had been a corporation or other legal entity having outstanding equity securities; and (II) all other provisions of this Agreement shall apply to the issuer of such securities as if such securities were Common Shares.

(c) The Company shall not consummate any Flip-over Event, unless the Issuer shall have a sufficient number of authorized Common Shares (or other securities as contemplated in Section 13(b) above) which have not been issued or

reserved for issuance to permit the exercise in full of the Rights in accordance with this Section 13 and unless prior to such consummation the Company and the Issuer shall have executed and delivered to the Rights Agent a supplemental agreement providing for the terms set forth in subsections (a) and (b) of this Section 13 and further providing that as promptly as practicable after the consummation of any Flip-over Event, the Issuer shall:

(i) prepare and file a registration statement under the Securities Act, with respect to the Rights and the securities issuable upon exercise of the Rights on an appropriate form, and shall use its best efforts to cause such registration statement to (A) become effective as soon as practicable after such filing and (B) remain effective (with a prospectus at all times meeting the requirements of the Securities Act) until the Expiration Date;

(ii) take all such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights; and

(iii) deliver to holders of the Rights historical financial statements for the Issuer and each of its Affiliates which comply in all respects with the requirements for registration on Form 10 under the Exchange Act.

(d) The provisions of this Section 13 shall similarly apply to successive mergers or consolidations or sales or other transfers. In the event that a Flip-over Event occurs at any time after the occurrence of a Flip-in Event, the Rights which have not theretofore been exercised shall thereafter become exercisable in the manner described in Section 13(a) hereof.

Section 14. Fractional Rights and Fractional Securities.

(a) The Company shall not be required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. In lieu of such fractional Rights, the Company shall pay as promptly as practicable to the registered holders of the Right Certificates with regard to which such fractional Rights otherwise would be issuable, an amount in cash equal to the

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same fraction of the current market value of a whole Right. For the purposes of this Section 14(a), the current market value of a whole Right shall be the closing price of the Rights for the Trading Day immediately prior to the date on which such fractional Rights otherwise would have been issuable. The closing price for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Rights are not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Rights are listed or admitted to trading or, if the Rights are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by NASDAQ or such other system then in use or, if on any such date the Rights are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Rights selected by the Board of Directors of the Company. If on any such date no such market maker is making a market in the Rights the fair value of the Rights on such date as determined in good faith by the Board of Directors of the Company shall be used.

(b) The Company shall not be required to issue fractions of Common Shares or other securities issuable upon exercise or exchange of the Rights or to distribute certificates which evidence any such fractional securities. In lieu of issuing any such fractional securities, the Company may pay to any Person to whom or which such fractional securities would otherwise be issuable an amount in cash equal to the same fraction of the current market value of one such security. For purposes of this Section 14(b), the current market value of a Common Share or other security issuable upon the exercise or exchange of Rights shall be the closing price thereof (as determined in the same manner as set forth for Common Shares in the second sentence of Section 11(d) hereof) for the Trading Day immediately prior to the date of such exercise or exchange; provided, however, that if neither the Common Shares nor any such other securities are publicly held or listed or admitted to trading on any national securities exchange, or the subject of available bid and asked quotes, the current market value of one Common Share or such other security shall be determined in good faith by the Board of Directors of the Company.

Section 15. Rights of Action. All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of the Common Shares); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of the Common Shares), without the consent of

the Rights Agent or of the holder of any other Right Certificate (or, prior to the Distribution Date, of the holder of any Common Shares), may in his own behalf and for his own benefit enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, his right to exercise the Rights evidenced by such Right Certificate or Common Share certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and shall be entitled to specific performance of the obligations under this Agreement, and injunctive relief against actual or threatened violations of the obligations of any Person subject to this Agreement.

Section 16. Agreement of Rights Holders. Every holder of a Right by accepting the same consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:

(a) Prior to the Distribution Date, the Rights shall be transferable only in connection with the transfer of the Common Shares;

(b) After the Distribution Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the principal office of the Rights Agent designated for such purpose, duly endorsed or accompanied by a proper instrument of transfer;

(c) The Company and the Rights Agent may deem and treat the person in whose name the Right Certificate (or, prior to the Distribution Date, the associated Common Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificate or the associated Common Share certificate made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary;

(d) Such holder expressly waives any right to receive any fractional Rights and any fractional securities upon exercise or exchange of a Right, except as otherwise provided in Section 14 hereof.

(e) Notwithstanding anything in this Agreement to the contrary, neither the Company nor the Rights Agent shall have any liability to any holder of a Right or other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining

performance of such obligation; provided, however, that the Company shall use its best efforts to have any such order, decree or ruling lifted or otherwise overturned as soon as possible.

Section 17. Right Certificate Holder Not Deemed a Shareholder. No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the Common Shares or any other securities of the Company which may at any time be issuable upon the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in Section 24 hereof), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by such Right Certificate shall have been exercised in accordance with the provisions of this Agreement or exchanged pursuant to the provisions of Section 27 hereof.

Section 18. Concerning the Rights Agent.

(a) The Company agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, suit, action, proceeding or expense, incurred without gross negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability arising therefrom,

directly or indirectly.

(b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any Right Certificate or certificate evidencing Common Shares or other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.

Section 19. Merger or Consolidation or Change of Name of Rights Agent.

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(a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation succeeding to the corporate trust business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 21 hereof. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

Section 20. Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by any one of the Chairman of the Board,

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the President or any Vice President of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent shall be liable hereunder only for its own gross negligence, bad faith or willful misconduct.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any

Right Certificate; nor shall it be responsible for any adjustment required under the provisions of Section 11 or Section 13 hereof (including any adjustment which results in Rights becoming void) or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice of any such adjustment); nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of stock or other securities to be issued pursuant to this Agreement or any Right Certificate or as to whether any shares of stock or other securities will, when issued, be validly authorized and issued, fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chairman of the Board, the President or any Vice President of the Company, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with instructions of any such officer.

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(h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof. The Rights Agent shall not be under any duty or responsibility to insure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of Right Certificates.

(j) If, with respect to any Right Certificate surrendered to the Rights Agent for exercise, transfer, split up, combination or exchange, the certificate attached to the form of assignment or form of election to purchase, as the case may be, has either not been completed or indicates an affirmative response to clause 1 or 2 thereof, the Rights Agent shall not take any further action with respect to such requested exercise, transfer, split up, combination or exchange, without first consulting with the Company.

Section 21. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 calendar days' notice in writing mailed to the Company and to each transfer agent of the Common Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 calendar days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 calendar days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights

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Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or of the States of Georgia or New York (or of any other state of the United States so long as such corporation is authorized to do business as a banking institution in the States of Georgia or New York), in good standing, having a principal office in the States of Georgia or New York, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$50

million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 22. Issuance of New Right Certificates. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by its Board of Directors to reflect any adjustment or change in the Purchase Price per share and the number or kind of securities issuable upon exercise of the Rights made in accordance with the provisions of this Agreement. In addition, in connection with the issuance or sale by the Company of Common Shares following the Distribution Date and prior to the Expiration Date, the Company (a) shall, with respect to Common Shares so issued or sold pursuant to the exercise or conversion of securities issued prior to the Distribution Date which are exercisable for, or convertible into, Common Shares, and (b) may, in any other case, if deemed necessary, appropriate or desirable by the Board of Directors of the Company, issue Right Certificates representing an equivalent number of Rights as would have been issued in respect of such Common Shares if they had been issued or sold prior to the Distribution Date, as appropriately adjusted as provided herein as if they had been so issued or sold; provided, however, that (i) no such Right Certificate shall be issued if, and to the extent that, in its good faith judgment the Board of Directors of the Company shall have determined that the issuance of such Right Certificate could have a material adverse tax consequence to the Company or to the Person to whom or which such Right Certificate otherwise would be issued, and (ii) no such Right Certificate shall be issued if, and to the extent that, appropriate adjustment otherwise shall have been made in lieu of the issuance thereof.

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Section 23. Redemption.

(a) Prior to the Expiration Date, the Board of Directors of the Company may, at its option, redeem all but not less than all of the then-outstanding Rights at the Redemption Price at any time prior to the Close of Business on the later of (i) the Distribution Date and (ii) the Share Acquisition Date.

(b) Immediately upon the action of the Board of Directors of the Company ordering the redemption of the Rights, and without any further action and without any notice, the right to exercise the Rights shall terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price. Promptly after the action of its Board of Directors ordering the redemption of the Rights, the Company shall publicly announce such action, and within 10 calendar days thereafter, the Company shall give notice of such redemption to the holders of the then-outstanding Rights by mailing such notice to all such holders at their last addresses as they appear upon the registry books of the Company; provided, however, that the failure to give, or any defect in, any such notice shall not affect the validity of the redemption of the Rights. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. The notice of redemption mailed to the holders of Rights shall state the method by which the payment of the Redemption Price will be made. The Company may, at its option, pay the Redemption Price in cash, Common Shares (based upon the current per share market price of the Common Shares (determined pursuant to Section 11(d) hereof) at the time of redemption) or any other form of consideration deemed appropriate by the Board of Directors of the Company (based upon the fair market value of such other consideration, determined by the Board of Directors of the Company in good faith) or any combination thereof.

(c) At any time following the Share Acquisition Date, the Board of Directors of the Company may relinquish the right to redeem the Rights under this Section 23 by duly adopting a resolution to that effect. Immediately upon adoption of such resolution, the rights of the Board of Directors of the Company to redeem the Rights shall terminate without further action and without any notice. Promptly after adoption of such a resolution, the Company shall publicly announce such action; provided, however, that the failure to give, or any defect in, any such notice shall not affect the validity of the action of the Board of Directors of the Company.

Section 24. Notice of Certain Events.

(a) In case, after the Distribution Date, the Company shall propose (i) to pay any dividend payable in stock of any class to the holders of Common Shares or to make any other distribution to the holders of Common Shares

(other than a regular periodic cash dividend), (ii) to offer to the holders of Common Shares rights, options or warrants to subscribe for or to purchase any additional Common Shares or shares of stock of any class or any other securities, rights or options, (iii) to effect any reclassification of its Common Shares (other than a reclassification involving only the subdivision of outstanding Common Shares), (iv) to effect any consolidation or merger into or with, or to effect any sale or other transfer (or to permit one or more of its Subsidiaries to effect any sale or other transfer), in one or more transactions, of assets or earning power (including, without limitation, securities creating any obligation on the part of the Company and/or any of its Subsidiaries) representing more than 50% of the assets and earning power of the Company and its Subsidiaries, taken as a whole, to any other Person or Persons, or (v) to effect the liquidation, dissolution or winding up of the Company, then, in each such case, the Company shall give to each holder of a Right Certificate, in accordance with Section 25 hereof, a notice of such proposed action, which shall specify the record date for the purposes of such stock dividend, distribution or offering of rights, options or warrants, or the date on which such reclassification, consolidation, merger, sale, transfer, liquidation, dissolution, or winding up is to take place and the date of participation therein by the holders of the Common Shares, if any such date is to be fixed, and such notice shall be so given, in the case of any action covered by clause (i) or (ii) above, at least 10 calendar days prior to the record date for determining holders of the Common Shares for purposes of such action, and, in the case of any such other action, at least 10 calendar days prior to the date of the taking of such proposed action or the date of participation therein by the holders of the Common Shares, whichever shall be the earlier.

(b) In case any Triggering Event shall occur, then, in any such case, the Company shall as soon as practicable thereafter give to the Rights Agent and each holder of a Right Certificate, in accordance with Section 25 hereof, a notice of the occurrence of such event, which shall specify the event and the consequences of the event to holders of Rights.

Section 25. Notices.

(a) Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Company shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Corporate Secretary

(b) Subject to the provisions of Section 21 hereof, any notice or

demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

SunTrust Bank, Atlanta
Corporate Trust Department
P.O. Box 4625
Atlanta, Georgia 30302
Attention: Department Manager

(c) Notices or demands authorized by this Agreement to be given or made by the Company or the Rights Agent to the holder of any Right Certificate (or, if prior to the Distribution Date, to the holder of any certificate evidencing Common Shares) shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as shown on the registry books of the Company.

Section 26. Supplements and Amendments. Prior to the Distribution Date and subject to the last sentence of this Section 26, if the Company so directs, the Company and the Rights Agent shall supplement or amend any provision of this Agreement without the approval of any holders of certificates representing Common Shares. From and after the Distribution Date and subject to the last sentence of this Section 26, if the Company so directs, the Company and the Rights Agent shall supplement or amend this Agreement without the approval of any holders of Right Certificates in order (i) to cure any ambiguity, (ii) to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, (iii) to shorten or lengthen any time period hereunder, or (iv) to supplement or amend the provisions hereunder in any manner which the Company may deem desirable, including, without limitation, the addition of other events requiring adjustment to the Rights under Sections 11 or 13 hereof or procedures relating to the redemption of the Rights, which supplement or amendment shall not, in the good faith determination

of the Board of Directors of the Company, adversely affect the interests of the holders of Right Certificates (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person). Upon the delivery of a certificate from an officer of the Company which states that the proposed supplement or amendment is in compliance with the terms of this Section 26, the Rights Agent shall execute such supplement or amendment; provided, however, that the failure or refusal of the Rights Agent to execute such supplement or amendment shall not affect the validity of any supplement or amendment adopted by the Company, any of which shall be effective in accordance with the terms thereof. Notwithstanding anything in this Agreement to the contrary, no supplement or amendment shall be made at such time as the Rights are not then redeemable which decreases the stated Redemption Price or the

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period of time remaining until the Final Expiration Date or which modifies a time period relating to when the Rights may be redeemed.

Section 27. Exchange.

(a) The Board of Directors of the Company may, at its option, at any time after the later of the Distribution Date and the first occurrence of a Triggering Event, exchange all or part of the then-outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 11(a)(ii) hereof) for Common Shares at an exchange ratio of one Common Share per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof (such exchange ratio being hereinafter referred to as the "Exchange Ratio"). Notwithstanding the foregoing, the Board of Directors shall not be empowered to effect such exchange at any time after any Person (other than the Company, any Subsidiary of the Company, any employee benefit plan of the Company or any such Subsidiary, or any entity holding Common Shares for or pursuant to the terms of any such plan), who or which, together with all Affiliates and Associates of such Person, becomes the Beneficial Owner of 50% or more of the Common Shares then outstanding.

(b) Immediately upon the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to Section 27(a) hereof, and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right with respect to such Rights thereafter of the holder of such Rights shall be to receive that number of Common Shares equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. Promptly after the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to Section 27(a) hereof, the Company shall publicly announce such action, and within 10 calendar days thereafter shall give notice of any such exchange to all of the holders of such Rights at their last addresses as they appear upon the registry books of the Rights Agent; provided, however, that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange shall state the method by which the exchange of the Common Shares for Rights will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii) hereof) held by each holder of Rights.

(c) In any exchange pursuant to this Section 27, the Company, at its option, may substitute for any Common Share exchangeable for a Right, (i) equivalent common shares (as such term is used in Section 11(a)(iii) hereof), (ii) cash, (iii) debt securities of the Company, (iv) other assets, or (v) any combination of the foregoing, in any event having an aggregate value which the Board of Directors

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of the Company shall have determined in good faith to be equal to the current market value of one Common Share (determined pursuant to Section 11(d) hereof) on the Trading Day immediately preceding the date of exchange pursuant to this Section 27.

Section 28. Successors; Certain Covenants. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 29. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Shares) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (or prior to the Distribution Date, the Common Shares).

Section 30. Severability. If any term, provision, covenant or

restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 31. Governing Law. This Agreement and each Right Certificate issued hereunder shall be deemed to be a contract made under the internal substantive laws of the State of Georgia and for all purposes shall be governed by and construed in accordance with the internal substantive laws of such State applicable to contracts to be made and performed entirely within such State.

Section 32. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 33. Descriptive Headings. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

[SEAL]

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Attest: EQUIFAX INC.
By /s/ Thomas H. Magis By /s/ C.B. Rogers, Jr.

Thomas H. Magis C.B. Rogers, Jr.
Secretary Chairman and Chief Executive Officer

[SEAL]

Attest: SUNTRUST BANK, ATLANTA
By /s/ Roy C. Forward, Jr. By /s/ Thomas Donaldson

Roy C. Forward, Jr. Thomas Donaldson
Vice President Group Vice President

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EXHIBIT A

Form of Right Certificate

Certificate No. R- _____ Rights

NOT EXERCISABLE AFTER NOVEMBER 6, 2005 OR EARLIER IF REDEEMED. THE RIGHTS ARE SUBJECT TO REDEMPTION, AT THE OPTION OF THE COMPANY, AT \$0.01 PER RIGHT ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES SPECIFIED IN THE RIGHTS AGREEMENT, RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR AN ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) MAY BECOME NULL AND VOID.

Right Certificate

EQUIFAX INC.

This certifies that _____, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement, dated as of October 25, 1995 (the "Rights Agreement"), between Equifax Inc., a Georgia corporation (the "Company"), and SunTrust Bank, Atlanta, a Georgia banking corporation (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M. (Eastern time) on November 6, 2005 at the principal office or offices of the Rights Agent designated for such purpose, one fully paid nonassessable share of common stock, par value \$2.50 per share (the "Common Shares"), of the Company, at a purchase price of \$185.00 per Common Share (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase and related Certificate duly executed. If this Right Certificate shall be exercised in part, the holder shall

be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised. The number of Rights evidenced by this Right Certificate (and the number of Common Shares which may be purchased upon exercise thereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of November 6, 1995, based on the Common Shares as constituted at such date.

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As provided in the Rights Agreement, the Purchase Price and the number and kind of securities issuable upon the exercise of the Rights evidenced by this Right Certificate are subject to adjustment upon the happening of certain events.

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities of the Rights Agent, the Company and the holders of the Right Certificates, which limitations of rights include the temporary suspension of the exercisability of the Rights under the circumstances specified in the Rights Agreement. Copies of the Rights Agreement are on file at the above-mentioned office of the Rights Agent.

Pursuant to the Rights Agreement, from and after the later of the Distribution Date and the first occurrence of a Flip-in Event (as such term is defined in the Rights Agreement), (i) any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Affiliate or Associate of such Acquiring Person) shall be void and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of the Rights Agreement, (ii) no Right Certificate shall be issued pursuant to the Rights Agreement that represents Rights beneficially owned by an Acquiring Person or any Affiliate or Associate thereof, (iii) no Right Certificate shall be issued at any time upon the transfer of any Rights to an Acquiring Person or any Affiliate or Associate thereof or to any nominee of such Acquiring Person or Affiliate or Associate thereof, and (iv) any Right Certificate delivered to the Rights Agent for transfer to an Acquiring Person or any Affiliate or Associate thereof shall be cancelled.

This Right Certificate, with or without other Right Certificates, may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the holder to purchase a like number of Common Shares (or other securities, as the case may be) as the Right Certificate or Right Certificates surrendered shall have entitled such holder (or former holder in the case of a transfer) to purchase, upon presentation and surrender hereof at the principal office of the Rights Agent designated for such purpose, with the Form of Assignment (if appropriate) and the related Certificate duly executed.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate may be redeemed by the Company at its option at a redemption price of \$0.01 per Right. The Rights Agreement may be supplemented and amended by the Company, as provided therein.

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The Company is not required to issue fractional Common Shares or other securities issuable upon the exercise of any Right or Rights evidenced hereby. In lieu of issuing such fractional Common Shares or other securities, the Company may make a cash payment, as provided in the Rights Agreement.

No holder of this Right Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of the Common Shares or of any other securities of the Company which may at any time be issuable upon the exercise of the Right or Rights represented hereby, nor shall anything contained herein or in the Rights Agreement be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by this Right Certificate shall have been exercised in accordance with the provisions of the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal. Dated as of _____, 19__.

ATTEST: EQUIFAX INC.

Secretary

By _____
Title:

[SEAL]

Countersigned:

SunTrust Bank, Atlanta

By _____
Authorized Signature

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Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Right Certificate)

FOR VALUE RECEIVED, _____
_____ hereby sells, assigns and transfers
unto _____

(Please print name and address of transferee)

_____ this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer the within Right Certificate on the books of the within-named Company, with full power of substitution.

Dated: _____, 19__

Signature

Signature Guaranteed:

CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes that:

(1) the Rights evidenced by this Right Certificate [] are [] are not being sold, assigned, transferred, split up, combined or exchanged by or on behalf of a Person who is or was an Acquiring Person or an Affiliate or Associate of any such Person (as such terms are defined in the Rights Agreement);

(2) after due inquiry and to the best knowledge of the undersigned, it [] did [] did not acquire the Rights evidenced by this Right Certificate from any Person who is, was or became an Acquiring Person or an Affiliate or Associate of an Acquiring Person.

Dated: _____, 19

Signature

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FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise the Right Certificate)

To Equifax Inc.:

The undersigned hereby irrevocably elects to exercise _____ Rights represented by this Right Certificate to purchase the Common Shares or other securities issuable upon the exercise of such Rights and requests that certificates for such securities be issued in the name of:

Please insert social security or other identifying number: _____

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights

shall be registered in the name of and delivered to:

Please insert social security
or other identifying number: _____

(Please print name and address)

Optional Election to Exercise without Payment of Cash:

With respect to the exercise of _____ of the Rights specified above, the undersigned hereby elects to exercise such Rights without payment of cash and to receive a number of Common Shares or other securities having a value (as determined pursuant to the Rights Agreement) equal to the difference between (i) the value of the Common Shares or other securities that would have been issuable upon the exercise thereof upon payment of the cash amount as provided in the Rights Agreement, and (ii) the amount of such cash payment.

Dated: _____, 19__

Signature

Signature Guaranteed:

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CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes that:

(1) the Rights evidenced by this Right Certificate [] are [] are not being exercised by or on behalf of a Person who is or was an Acquiring Person or an Affiliate or Associate of any such Person (as such terms are defined pursuant to the Rights Agreement);

(2) after due inquiry and to the best knowledge of the undersigned, it [] did [] did not acquire the Rights evidenced by this Right Certificate from any Person who is, was or became an Acquiring Person or an Affiliate or Associate of an Acquiring Person.

Dated: _____, 19

Signature

NOTICE

Signatures on the foregoing Form of Assignment and Form of Election to Purchase and in the related Certificates must correspond to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signatures must be guaranteed by a member firm of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States.

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EXHIBIT B

SUMMARY OF RIGHTS TO PURCHASE
COMMON SHARES

The Board of Directors of Equifax Inc. (the "Company") has declared a dividend distribution of one right (a "Right") for each outstanding share of common stock, par value \$2.50 per share (the "Common Shares"), of the Company. The distribution is payable on November 6, 1995 (the "Record Date") to the shareholders of record as of the close of business on the Record Date. Each Right entitles the registered holder to purchase from the Company one Common Share at a price of \$185.00 (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement, dated as of October 25, 1995 (the "Rights Agreement"), between the Company and SunTrust Bank, Atlanta, as Rights Agent (the "Rights Agent"). On October 25, 1995, the Board of Directors of the Company also adopted an amendment to the

Articles of Incorporation of the Company to effect a two-for-one stock split of the issued and unissued Common Shares as permitted by Georgia law. The two-for-one stock split will become effective as of 5:00 p.m. Eastern Time on November 24, 1995, with certificates representing the additional shares to be mailed on or about December 15, 1995. Unless otherwise indicated, all information herein is set forth on a pre-split basis. At the effective time of the stock split, the Purchase Price will be adjusted to \$92.50 per Right to reflect the two-for-one stock split.

Until the earliest to occur of (i) the close of business on the tenth calendar day (or such later date as may be specified by the Board of Directors) following a public announcement that a person or group of affiliated or associated persons has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding Common Shares (an "Acquiring Person"), (ii) the close of business on the tenth calendar day following the commencement of a tender offer or exchange offer by a person or group of affiliated or associated persons, the consummation of which would result in beneficial ownership by such person or group of 15% or more of the outstanding Common Shares, or (iii) the close of business on the tenth calendar day following the first date of public announcement of the first occurrence of a Flip-in Event or a Flip-over Event (as such terms are hereinafter defined) (the earliest of such dates being hereinafter called the "Distribution Date"), the Rights will be evidenced, with respect to any of the Common Share certificates outstanding as of the Record Date, by such Common Share certificates.

The Rights Agreement provides that, until the Distribution Date, the Rights will be transferred with and only with the Common Shares. Until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Share certificates issued after the Record Date upon transfer or new

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issuance of Common Shares will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier redemption or expiration of the Rights), the surrender for transfer of any certificates for Common Shares in respect of which Rights have been issued will also constitute the transfer of the Rights associated with the Common Shares represented by such certificates. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights (the "Right Certificates") will be mailed to holders of record of the Common Shares of the close of business on the Distribution Date and such separate Right Certificates alone will evidence the Rights.

No Right is exercisable at any time prior to the Distribution Date. The Rights will expire on November 6, 2005 (the "Final Expiration Date") unless earlier redeemed or exchanged by the Company as described below. Until a Right is exercised, the holder thereof, as such, will have no rights as a shareholder of the Company, including without limitation the right to vote or to receive dividends.

The Purchase Price payable, and the number of Common Shares or other securities issuable, upon exercise of the Rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Common Shares, (ii) upon the grant to holders of the Common Shares of certain rights or warrants to subscribe for or purchase Common Shares at a price, or securities convertible into Common Shares with a conversion price, less than the then current market price of the Common Shares or (iii) upon the distribution to holders of the Common Shares of evidences of indebtedness or cash (excluding regular periodic cash dividends), assets, stock (excluding dividends payable in Common Shares) or of subscription rights or warrants (other than those referred to above).

In the event (a "Flip-in Event") that (i) any person or group of affiliated or associated persons becomes the beneficial owner of 20% or more of the outstanding Common Shares, (ii) any Acquiring Person merges into or combines with the Company and the Company is the surviving corporation or any Acquiring Person effects certain other transactions with the Company, as described in the Rights Agreement, or (iii) during such time as there is an Acquiring Person, there shall be any reclassification of securities or recapitalization or reorganization of the Company which has the effect of increasing by more than 1% the proportionate share of the outstanding shares of any class of equity securities of the Company or any of its subsidiaries beneficially owned by the Acquiring Person, proper provision shall be made so that each holder of a Right, other than Rights that are or were owned beneficially by the Acquiring Person (which, from and after the later of the Distribution Date and the date of the earliest of any such events, will be void), will thereafter have the right to receive, upon exercise thereof at the then current exercise price of the Right, that number of Common Shares (or,

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under certain circumstances, an economically equivalent security or securities of the Company) having a market value of two times the exercise price of the Right.

To illustrate the operation of such an adjustment, at a Purchase Price of \$185.00, assuming the current market price (as determined pursuant to the provisions of the Rights Agreement) per Common Share were \$46.25, each Right not owned beneficially by an Acquiring Person at or after the time of such an occurrence would entitle its holder to purchase (after the Distribution Date) from the Company eight (8) Common Shares (having a market value of \$370.00) for \$185.00.

In the event (a "Flip-over Event") that, following the first date of public announcement that a person has become an Acquiring Person, (i) the Company merges with or into any person and the Company is not the surviving corporation, (ii) any person merges with or into the Company and the Company is the surviving corporation, but its Common Shares are changed or exchanged, or (iii) 50% or more of the Company's assets or earning power, including without limitation securities creating obligations of the Company, are sold, proper provision shall be made so that each holder of a Right will thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, that number of shares of common stock (or, under certain circumstances, an economically equivalent security or securities) of such other person which at the time of such transaction would have a market value of two times the exercise price of the Right.

At any time after the later of the Distribution Date and the first occurrence of a Flip-in Event or Flip-over Event and prior to the acquisition by any person or group of affiliated or associated persons of 50% or more of the outstanding Common Shares, the Board of Directors of the Company may exchange the Rights (other than any Rights which have become void), in whole or in part, at an exchange ratio of one Common Share per Right (subject to adjustment).

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment in the Purchase Price of at least 1%. The Company is not required to issue fractional Common Shares or other securities issuable upon the exercise of Rights. In lieu of issuing such securities, the Company may make a cash payment, as provided in the Rights Agreement.

The Company may redeem the Rights in whole, but not in part, at a price of \$0.01 per Right (the "Redemption Price"), at any time prior to the close of business on the later of (i) the Distribution Date and (ii) the first date of public announcement that a person has become an Acquiring Person. Immediately upon any redemption of the Rights, the right to exercise the Rights will

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terminate and the only right of the holders of Rights will be to receive the Redemption Price.

The Rights Agreement may be amended by the Company without the approval of any holders of Right Certificates, including amendments which add other events requiring adjustment to the purchase price payable and the number of Common Shares or other securities issuable upon the exercise of the Rights or which modify procedures relating to the redemption of the Rights, provided that no amendment may be made at such time as the Rights are not then redeemable which decreases the stated Redemption Price or the period of time remaining until the Final Expiration Date or which modifies a time period relating to when the Rights may be redeemed.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Registration Statement on Form 8-A. A copy of the Rights Agreement is available free of charge from the Company. This summary description of the Rights is as of November 6, 1995, does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is incorporated herein by this reference.

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EQUIFAX INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated

October 1, 1989

EQUIFAX INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

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EQUIFAX INC.

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated Effective October 1, 1989

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

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

1.2 Actuarial Equivalent. A benefit of equal value, determined in the same -----
manner as under the Retirement Income Plan except that the interest assumption will be the Pension Benefit Guaranty Corporation immediate annuity rate in

effect on the first day of the first calendar year for which the benefit is payable.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

Eligibility

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

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

2.2 Frozen Participation as of October 1, 1989. Eligible Employees below

Exempt Grade No. 37 who were designated as such before the effective date of this amendment and restatement on October 1, 1989, will continue to participate in this Plan and will be eligible to receive the benefit described in Subsection

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3.1(b). In the event such Eligible Employee subsequently achieves Exempt Grade No. 37 or above and the Executive Committee designates him as an Eligible Employee with Exempt Grade status, he will then be eligible to receive any benefit for which he is eligible under Subsection 3.1(a).

2.3 Schedule of Eligible Employees. The Pension and Profit Sharing Committee

will be responsible for maintaining a list of Eligible Employees.

ARTICLE 3

Benefits

3.1 Amount of Benefits. To the extent vested under Section 3.4 and at the time

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

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

(1) Exempt Grade Nos. 46 and Above. Each Eligible Employee in Exempt Grade Nos. 46 and above who retires after reaching age 55 will be eligible to receive a benefit in an annual amount equal to 3 percent of his Final Average Earnings, multiplied by the number of his years of Credited Service up to 20 years, minus the annual amount of his Retirement Income Plan Benefit. Each such Eligible Employee who retires after reaching age 65 will be eligible to will be eligible to receive a benefit in an annual amount equal to 60 percent of his Final Average Earnings, regardless of the number of his years of Credited Service, minus the annual amount of his Retirement Income Plan Benefit, and if he has fewer than 20 years of Credited Service, minus the actuarial equivalent of the aggregated annual or annualized amount of his qualified and nonqualified defined benefit plan retirement benefits received or receivable from all previous employers.

(2) Exempt Grade Nos. 37 through 45. Each Eligible Employee in Exempt Grade Nos. 37 through 45 who retires after reaching age 55 will be eligible to receive a benefit in an annual amount equal to 1.5 percent

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of his Final Average Earnings multiplied by the number of his years of Credited Service up to 40 years, minus the annual amount of his Retirement Income Plan Benefit; provided that he will be given credit for a number of additional years of Credited Service equal to the least of (A) years to age 65, (B) years to a total of 40, or (C) 5 years.

(b) Participants as of September 30, 1989 Who Terminate Before Age 55 or Who are in Exempt Grades Below No. 37. Each Eligible Employee who was a participant as of September 30, 1989, and who either (1) is in Exempt Grade No. 37 or above and terminates employment before reaching age 55, or (2) is in an Exempt Grade below No. 37 regardless of his age at termination or retirement, will be eligible to receive a benefit in the amount he would receive under the Retirement Income Plan if it were calculated by ignoring the limitations under Code Sections 415 and 401(a)(17) and any other limitations on benefits payable from qualified retirement plans in effect at the time when benefits are payable under this Plan; and by defining his Plan Earnings to include the amount of his annual paid or deferred bonus which does not exceed 50 percent of his annual base salary including any tax-deferred amounts contributed under Code Sections 401(k) and/or 125. His benefit under this Plan will be payable in the same form and beginning at the same time as his Retirement Income Plan Benefit, (which amount will be reduced for early payment in the manner described in the Retirement Income Plan if applicable), minus his Retirement Income Plan Benefit.

3.2 Disability Benefit. In the event a vested Eligible Employee described in

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

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

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event he resumes employment with a Company and is again designated as an Eligible Employee, his Credited Service earned before his disability commencement date will be included in the calculation of any benefit he subsequently receives under this Plan.

3.3 Benefit Accrual. As of the date of determination, each Eligible Employee

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

3.4 Vesting. Each Eligible Employee's right to benefits under this Plan will

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

3.5 Normal Form of Payment. Except as provided in Sections 3.2 and 3.8, the

benefit payable from this Plan will be paid in the same form and at the same time as the Eligible Employee's Retirement Income Plan Benefit.

3.6 Preretirement Death Benefit. In the event an Eligible Employee dies at a

time when a preretirement death benefit is payable to his surviving spouse or other beneficiary under the Retirement Income Plan, any gross benefit payable to his Beneficiary under this Plan will be calculated in the same manner and will be paid at the same time as the benefit payable under the Retirement Income Plan, and will be offset by any benefit payable under the Retirement Income Plan.

3.7 Postretirement Death Benefit. After the death of an Eligible Employee who

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

3.8 Lump Sum Payment. In the event benefits under this Plan would be paid in a

monthly amount less than \$100, the Pension and Profit Sharing Committee may in its sole discretion make a lump sum payment to the Eligible Employee or Beneficiary, in an amount equal to the present value of the benefit as calculated using the Pension Benefit Guaranty Corporation interest rate for immediate annuities as in effect on the first day of the calendar year in which monthly payments otherwise would

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have begun. The lump sum payment will be made at the time the first monthly payment would have been made.

ARTICLE 4

Nonfunded Plan

4.1 Payment From General Treasury. Benefits under this Plan will be paid from

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

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

4.2 Assets Subject to General Creditors. All assets of this Plan, and of any

trust fund established under this Plan, will be subject to the Company's general creditors, and each Eligible Employee or Beneficiary will have the status of a general unsecured creditor of the Company.

4.3 No Participant Contributions. Participants will neither be required nor

permitted to make contributions to this Plan.

ARTICLE 5

Rights of Employees and Others

5.1 Limitation on Rights Under Plan. Participation in this Plan creates an

unfunded, unsecured promise to make payments to the Eligible Employee or to his Beneficiary in the future. No employee or other person will have any rights under this Plan except as specifically provided in the Plan.

5.2 No Employment Rights. This Plan is not a contract of employment and will

not affect the Company's right to terminate the employment of any employee.

5.3 Nonalienation. No benefits accrued under the Plan will be subject to the

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

ARTICLE 6

Amendment and Termination of the Plan

6.1 Amendment of the Plan. The Board of Directors of Equifax Inc. will have

the right to amend the Plan from time to time; provided that no amendment will have the effect of eliminating any benefit accrued and vested before the effective date of the amendment.

6.2 Termination of the Plan. Each Company expects this Plan to be continued

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

ARTICLE 7

Miscellaneous

7.1 Headings. The headings and subheadings in this Plan have been inserted for

convenient reference and in the event any heading or subheading conflicts with the text of the provision, the text will govern.

7.2 Construction. The Plan will be construed in accordance with the laws of

the State of Georgia, except to the extent such laws are preempted by the code
or by ERISA.

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

Sharing Committee.

7.4 Withholding for Taxes. Any distribution under this Plan will be subject

to withholding for taxes as required by law.

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AMENDMENT TO THE
EQUIFAX INC. SUPPLEMENTAL
EXECUTIVE RETIREMENT PLAN

THIS AMENDMENT to the Equifax Inc. Supplemental Executive Retirement Plan
(the "Plan"), made this ____ day of _____, 1992, by Equifax Inc., a
corporation organized and existing under the laws of the State of Georgia
(hereinafter referred to as the "Company"), to be effective as indicated below.

W I T N E S S E T H:

WHEREAS, the Company desires to amend the Plan for purposes of establishing
enhanced early retirement benefits for certain described employees who elect to
receive said benefits; NOW, THEREFORE, the Company does hereby amend the Plan as
follows:

I.

A new subsection (c) is hereby added to Section 3.1 as follows:

(c) Certain Eligible Employees Electing Early Retirement Between February

28 and December 31, 1991.

Pursuant to the provisions of the Retirement Income Plan, certain Eligible
Employees who terminate employment between February 28 and December 31,
1991, are eligible to elect early retirement under said Retirement Income
Plan, notwithstanding the fact that they had not yet attained age 55 or
completed five years of service as of said date. Any Eligible Employee
listed on Schedule A who is entitled to elect an Early Retirement Date and
who terminates employment during said period and pursuant to said
provisions, shall be entitled to the benefits described in Section
3.1(8)(1) or (2), as appropriate, and not section 3.1(b) of this Plan,
notwithstanding the fact that said eligible employee has not attained age
55 as of the date of termination of employment. Any such Eligible Employee
who is listed on Schedule B shall continue to be entitled to the benefits
provided pursuant to Section 3.1(b) of this Plan.

II.

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

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its
duly authorized officers, and the corporate seal affixed, this ____ day of
_____, 1992.

COMPANY:

EQUIFAX INC.

By: /s/ D. E. McGuffey

Title: Vice President - CIBF

ATTEST:

By: /s/ Joan A. Martin

Title: Assistant Secretary

AMENDMENT TO THE
EQUIFAX INC. SUPPLEMENTAL
EXECUTIVE RETIREMENT PLAN

THIS AMENDMENT to the Equifax Inc. Supplemental Executive Retirement Plan (the "Plan"), made this 21/st/ day of March, 1994, by Equifax Inc., a

corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "Company"), to be effective as indicated below.

W I T N E S S E T H:

WHEREAS, the Company desires to amend the Plan to clarify that annual bonuses paid in the form of restricted stock or other property will be taken into account for certain purposes under the Plan;

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

I.

Section 1.12 is hereby amended effective January 1, 1994, by adding the following sentence to the end thereof:

In determining the amount of a Participant's bonus, the amount of any bonus paid pursuant to the Company's Incentive Compensation Plan in the form of shares of restricted stock or other property pursuant to the Company's Incentive Compensation Plan shall be included as part of the Participant's bonus compensation for the year in which such property is transferred to the Participant, without regard to any vesting or forfeiture provisions that could defer the time at which the value of such property is included in the Participant's taxable income; provided, however, that the amount of such bonus taken into account under the Plan shall not include any premium representing the excess of the fair market value of such property over the amount of such bonus if paid in cash.

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

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

COMPANY:

EQUIFAX INC.

By: /s/ Donald E. McGuffey

Title: Vice President - CIBF

ATTEST:

By: /s/ Kathy N. Kelpen

Title: Admin. Asst.

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AMENDMENT TO THE
EQUIFAX INC. SUPPLEMENTAL
EXECUTIVE RETIREMENT PLAN

THIS AMENDMENT to the Equifax Inc. Supplemental Executive Retirement Plan (the "Plan"), made this 21/st/ day of March, 1994, by Equifax Inc., a

corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "Company"), to be effective as of April 1, 1993.

W I T N E S S E T H:

WHEREAS, the Company desires to amend the Plan for purposes of establishing enhanced early retirement benefits for certain participants in the Plan who leave the employ of the Company at management's decision and for certain other purposes;

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

I.

In accordance with a change in the salary administration program of the

Company, references in the Plan to "Exempt Grade No. 37" and "Exempt Grade No. 46" shall mean Exempt Grade No. 79 and Exempt Grade No. 84, respectively.

II.

The first sentence of -Section 3.1 is hereby amended by deleting the words "in either Subsection (a) or (b)" and inserting the words "in Subsection (a.) through (d)."

III.

A new subsection (d) is hereby added to Section 3.1 as follows:

(d) Participants in Exempt Grades Nos, 79 and Above Who Terminate After -----
Age 50 and Before Age 55. Effective on and after April 1, 1993, each -----
Eligible Employee listed on Schedule A hereto who is in Exempt Grade Nn. 79 or above at the time of termination of employment and who terminates employment with the Company upon the request of management and whose age at the time of termination is at least 50 but

less than 55 will be eligible to receive a benefit in the amount he would receive under the Retirement Income Plan calculated based upon his Plan Earnings (which include the amount of his annual paid or deferred bonus), minus the annual amount of his Retirement Income Plan Benefit; provided that if such Eligible Employee is in Exempt Grade No. 8-4 or above at the time of termination of employment, he will be given credit for the number of additional years of Credited Service he would have had if he terminated employment at age 55. Such benefit will not be reduced for early payment. In the event an Eligible Employee qualifies for benefits under this subsection and subsection (b) of this Section 3.1, such Eligible Employee shall be entitled to the greater of such benefits.

IV.

A new Section 3.9 is hereby added to Article III as follows:

3.9 Termination for Cause. Notwithstanding anything in this Plan to the -----
contrary, an Eligible Employee shall not, be entitled to any benefit hereunder if his termination of employment with the Company is a consequence of embezzlement, theft or infraction of any criminal law involving the Company or a related entity or engaging in activities directly competitive with the Company during his employment with the Company. Any denial of benefits under this Section shall be made by the Pension, Thrift and Group Benefit Plans Committee in its sole discretion, acting in good faith.

VI.

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

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

COMPANY;

EQUIFAX INC.

By: /s/ Donald E. McGuffey

Title: Vice President - CIBF

ATTEST:

By: Kathy N. Kelpen

Title: Administrative Assistant

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FOURTH AMENDMENT TO THE
EQUIFAX INC. SUPPLEMENTAL
EXECUTIVE RETIREMENT PLAN

THIS AMENDMENT to the Equifax Inc. Supplemental Executive Retirement Plan (the "Plan"), made this 2nd day of December, 1996, by Equifax Inc., a

corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "Company"), to be effective as indicated below.

W I T N E S S E T H:

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

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

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

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

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

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

I.

In accordance with a change in the salary administration program of the Company, references in the Plan to "Exempt Grade No. 79" and "Exempt Grade No. 84" shall mean Exempt Grade No. 3 and Exempt Grade No. 5, respectively, effective as of May 1, 1996. References in the Plan to Exempt Grade No. 45 shall mean Exempt Grade No. 83 for the period April 1, 1993 through April 30, 1996, and shall mean Exempt Grade No. 4 on and after May 1, 1996.

II.

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

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

COMPANY:
EQUIFAX INC.

By: /s/ D. E. McGuffey

Title: Vice President - CIBF

ATTEST:

By: /s/ Kathy Kelpen

Title: Staff Assistant Senior

EQUIFAX INC.

Executive Life and Supplemental
Retirement Benefit Plan (U.S.)

This document constitutes the Executive Life and Supplemental Retirement Benefit Plan (U.S.) (the "Plan") adopted by Equifax Inc. (the "Company") to be effective January 1, 2000. The Plan incorporates by reference those certain Questions and Answers dated December 1999 and subsequent updates thereto, each Split Dollar Life Insurance Agreement entered into with a Plan Participant and each Collateral Assignment executed by a Plan Participant.

1. Purpose

The purpose of the Plan is to reward certain specified executives of the Company (the "Participants") for their service to the Company and to provide an incentive to the Participants, including newly hired executives, for future service and loyalty to the Company. The benefits of participation consist of contributions made by the Company to purchase life insurance policies on the lives of Participants, which policies shall be owned by Participants subject to the provisions of this Plan and the documents incorporated herein.

2. Plan Operation

Participants shall be designated by the Company's Chief Executive Officer and shall be informed in writing of the Commencement Date of their participation in the Plan. In order to participate, the Participants must complete certain enrollment documents and must execute (i) an Agreement which specifies, among other matters, the respective interests of the Participant and the Company in the life insurance policies in question, and (ii) a Collateral Assignment of certain rights in those policies in favor of the Company.

3. Defined Terms

The following terms shall have the meanings ascribed to them below for purposes of the Plan and the documents incorporated herein:

3.1 Cause. Termination by the Company of the Participant's employment for

"Cause" means termination by the Company of the Participant's employment upon (a) the Participant's willful and continued failure to substantially perform the Participant's duties with the Company (other than any failure resulting from the Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by the Chief Executive Officer of the Company (or if Participant is the Chief Executive Officer, the Chairman of the Compensation and Human Resources Committee of the Board of Directors) that specifically identifies the manner in which the Chief Executive Officer believes that Participant has not substantially performed the Participant's duties, or (b) the Participant's willfully engaging in misconduct that is materially injurious to the Company, monetarily or otherwise. For purposes of this paragraph 3.1, no act, or failure to act, on the Participant's part will be considered "willful" unless done, or omitted to be done, by Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the

Company. Notwithstanding the above, Participant will not be deemed to have been terminated for Cause unless and until Participant has been given a copy of a Notice of Termination from the Chief Executive Officer of the Company (of if Participant is the Chief Executive Officer, the Chairman of the Compensation and Human Resources Committee of the Board of Directors), after reasonable notice to Participant and an opportunity for Participant, together with the Participant's counsel, to be heard before (i) the Chief Executive Officer, or (ii) if Participant is an elected officer of the Company, the Board of Directors of the Company, finding that in the good faith opinion of the Chief Executive Officer, or, in the case of an elected officer, finding that in the good faith opinion of two-thirds of the Board of Directors, Participant committed the conduct set forth above in clauses (a) or (b) of this paragraph 3.1, and specifying the particulars of that finding in detail.

3.2 Change in Control. A "Change in Control" of the Company means the

occurrence of any of the following events during the period in which the Plan remains in effect:

(a) 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 3.2(a), 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 clauses (i), (ii) and (iii) of subparagraph 3.2(b), or

(b) Business Combinations. Consummation of a Business Combination,

unless, immediately following that Business Combination, (i) 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, (ii) 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 (iii) 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 action of the Board providing for that Business Combination; or

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(c) Sale of Assets. A sale or other disposition of all or

substantially all of the assets of the Company; or

(d) Liquidations 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 clauses (i), (ii) and (iii) of subparagraph 3.2(b).

For purposes of this paragraph 3.2, the following definitions will apply:

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

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

"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.

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

"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 January 1, 2000, or (b) members who become members of the Company's Board of Directors subsequent to said date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (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.

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

"Subsidiary" means an entity more than fifty percent (50%) of whose equity interests are owned directly or indirectly by the Company.

"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.

3.3 Competitive Activity. A Participant or former Participant will be deemed to

engage in "Competitive Activity" if he/she:

(a) directly or indirectly owns, operates, controls, participates in, performs services for, or otherwise carries on, a business substantially similar to or competitive with the business conducted by the Company or any Subsidiary (without limit to any

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particular region, because Participant acknowledges that such business may be engaged in effectively from any location in the United States or Canada); provided that nothing set forth in this section will prohibit Participant from owning not in excess of 5% of any class of capital stock of any corporation if such stock is publicly traded and listed on any national or regional stock exchange or on the NASDAQ Stock Market; or

(b) directly or indirectly attempts to persuade any employee or customer of the Company or any Subsidiary to terminate such employment or business relationship in order to enter into any such relationship on behalf of Participant or any third party in competition with the business conducted by the Company or any Subsidiary; or

(c) directly or indirectly engages in any activity that is harmful to the interests of the Company or any Subsidiary, as determined by the Compensation and Human Resources Committee in its sole discretion, including the disclosure or misuse of any confidential information or trade secrets of the Company or a Subsidiary.

3.4 Good Reason. Termination by the Participant of the Participant's employment

for "Good Reason" means termination by Participant of the Participant's employment based on:

(a) The assignment to Participant of duties inconsistent with the Participant's position and status with the Company as they existed immediately prior to a Change in Control, or a substantial change in the Participant's title, offices or authority, or in the nature of the Participant's responsibilities, as they existed immediately prior to a Change in Control, except in connection with the termination of the Participant's employment for Cause or Disability or as a result of the Participant's death or by Participant other than for Good Reason;

(b) A reduction by the Company in the Participant's base salary as in effect on the date of this Letter or as the Participant's salary may be increased from time to time;

(c) A failure by the Company to continue the Company's incentive compensation plan(s), as it may be modified from time to time, substantially in the form in effect immediately prior to a Change in Control (the "Plan"), or a failure by the Company to continue Participant as a participant in the Plan on at least the basis of the Participant's participation immediately prior to a Change in Control or to pay Participant the amounts that Participant would be entitled to receive in accordance with the Plan;

(d) The Company's requiring Participant to be based more than thirty-five (35) miles from the location where Participant is based immediately prior to a Change in Control, except for required travel on the Company's business to an extent substantially consistent with the Participant's business travel obligations prior to the Change in Control, or if Participant consents to that relocation, the failure by the Company to pay (or reimburse Participant for) all reasonable moving expenses incurred by Participant or to indemnify Participant against any loss realized in the sale of the Participant's principal residence in connection with that relocation;

(e) The failure by the Company to continue in effect any retirement or compensation plan, performance share plan, stock option plan, life insurance plan, health and accident plan, disability plan or another benefit plan in which Participant is

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participating immediately prior to a Change in Control of the Company (or provide plans providing Participant with substantially similar benefits), the taking of any action by the Company that would adversely affect the Participant's participation or materially reduce the Participant's benefits under any of those plans or deprive Participant of any material fringe benefit enjoyed by Participant immediately prior to a Change in Control, or the failure by the Company to provide Participant with the number of paid vacation days to which Participant is then entitled in accordance with the Company's normal vacation practices in effect immediately prior to a Change in Control;

(f) Any purported termination of the Participant's employment that is not effected pursuant to a Notice of Termination satisfying the following requirements:

A "Notice of Termination" means a notice that indicates the specific provision in the definition of Cause relied upon and setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated. Any purported termination not effected pursuant to a Notice of Termination meeting the requirements set forth in this subparagraph will not be effective.

4. ERISA Provisions

4.1 The following provisions are part of this Plan and are intended to meet the requirements Part 4 of Title I of the ERISA:

(a) The named fiduciary: Equifax Inc.

(b) The funding policy under this Plan is that all premiums on the Policy be remitted to the Insurer when due.

(c) Direct payment by the Insurer is the basis of payment of benefits under the Plan, with those benefits in turn being based on the payment of premiums as provided in the Plan.

4.2 The following provisions are part of this Plan and are intended to meet the requirements of Part 5 of Title I of ERISA:

(a) For claims procedure purposes, the "Claims Manager" shall be the Senior Vice President, Compensation and Benefits of the Company.

(b) If for any reason a claim for benefits under the Plan is denied by the Company, the Claims Manager shall deliver to the claimant a written explanation setting forth the specific reasons for the denial, pertinent references to the Plan or Agreement section on which the denial is based, such other data as may be pertinent and information on the procedures to be followed by the claimant in obtaining a review of his claim, all written in a manner calculated to be understood by the claimant. For this purpose:

(1) The claimant's claim shall be deemed filed when presented orally or in writing to the Claims Manager.

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(2) The Claims Manager's explanation shall be in writing delivered to the claimant within 90 days of the date the claim is filed.

(c) The claimant shall have 60 days following his receipt of the denial of the claim to file with the Claims Manager a written request for review of the denial. For such review, the claimant or his representative may submit pertinent documents and written issues and comments.

(d) The Claims Manager shall decide the issue on review and furnish the claimant with a copy within 60 days following his receipt of the claimant's request for review of his claim. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If a copy of the decision is not so furnished to the claimant within such 60 days, the claim shall be deemed denied on review.

5. Effect of Change in Control

In the event of a Change in Control of the Company, the trustee of any trust which has been established for purposes of making payments of contributions to insurance policies required by the Agreement shall, as provided in such trust, deliver to the appropriate insurance company said contributions as required.

6. Amendment of Plan

The Plan may be amended by the Company at any time in its sole discretion, except that the definition of Change in Control and the provisions of Section 5 above may not be amended without the written consent of all Participants in the event that a Change in Control has occurred.

IN WITNESS WHEREOF, the Company has executed this Plan to be effective
January 1, 2000.

EQUIFAX INC.

By: /s/ Richard Gapen

Title: Senior Vice President

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into on the date written below between Equifax Inc., a Georgia Corporation ("Equifax"), with its principal place of business located in Atlanta, Georgia, and William V. Catucci ("Executive"), an individual residing at 3483 Fenimore Drive, Mohegan Lake, New York.

In consideration of the promises and the terms set forth in this Agreement, the parties agree as follows:

1. Employment as Executive Vice President of Equifax. Equifax employs Executive, and Executive accepts employment, as Executive Vice President & Group Executive of North American Information Services (the "Business") upon the terms and conditions stated in this document. Executive will report to the President and Chief Operating Officer ("COO") of Equifax. Executive will be the senior executive of the Business and will be responsible for the general management and operation of the Business and have the authority and duties commensurate with such position. Executive will perform such additional duties and have such additional responsibilities and powers commensurate with his position as delegated to him from time to time by the COO. Executive will be based in Atlanta, Georgia (at Equifax's executive offices).

2. Term. The term of employment under this Agreement (the "Employment Term") will begin on the date written below and terminate on May 1, 2002, unless terminated sooner pursuant to the provisions of Section 6, provided that the Employment Term will be extended for additional successive one (1) year periods unless either party gives the other written notice of nonextension at least ninety (90) days prior to the end of the then Employment Term.

3. Extent of Services. Executive agrees that during the Employment Term he will devote substantially all of his time and efforts during regular business hours to the performance of Executive's duties, provided that Executive may manage his personal investments, be involved in charitable activities and, with the consent of the COO, serve on for profit boards, provided that such activities do not materially interfere with Executive's performance of his duties hereunder.

4. Consideration. As consideration for all of the services performed by Executive pursuant to this Agreement, Equifax will compensate Executive as follows:

4.1 Base Salary. Executive will be entitled to a minimum annual base salary of \$350,000 for the first year of employment and of \$400,000 thereafter, payable by direct deposit in equal biweekly installments. The base salary as in effect from time to time will be referred to as "Base Salary".

4.2 Benefits. Executive will be entitled to participate in all employee benefit plans and perquisites of Equifax now or hereafter existing (including health, life, disability, dental and retirement plans and financial planning and tax counseling services) in which employees at his level are entitled to participate.

4.3 Annual Incentive. Executive will be eligible for an annual incentive payment in accordance with Equifax's Executive Incentive Plan for each Plan year during the Employment Term, beginning with 2000. Per Plan guidelines, the amount of

the incentive payment is determined by Equifax's overall financial performance, North American Information Service's financial performance and Executive's individual performance. Executive's target bonus will be 50% of Base Salary paid in the year, with the opportunity to earn up to 150% of Base Salary paid. In no event will the incentive payment for the 2000 Plan year be less than 50% of Base Salary paid for the year. Executive's incentive payment for any partial Plan Year shall be prorated based on the length of Executive's employment for that Plan year.

4.4 Bonus. Executive will be entitled to a bonus of \$150,00, payable in two (2) equal installments. The first payment will be made within 30 days of the commencement of Executive's employment. The second installment will be Paid on the first anniversary of Executive's employment unless Executive retires, resigns other than for Good Reason or is discharged for Cause prior to such date. In the event Executive retires, resigns other than for Good Reason, or is discharged for Cause within the first six (6) months of commencement of employment, Executive will repay a pro rata portion of the first \$75,000 installment payment based on the length of employment during the first six (6) month period.

4.5 Stock Options. Equifax will grant Executive an option to purchase 30,000 shares of Equifax Inc., common stock (the "Option") at the market value on the day of the grant, effective as of the date of employment or the earliest practical date thereafter. The Option will have a ten (10) year term. The Option will be subject to Equifax's Standard Option Agreement, provided that the vesting schedule will be: (i) one-third of the shares will vest as of the grant date, (ii) another one-third of the shares will vest on the first anniversary of the grant date and (iii) the remaining one-third of the

shares will vest on the second anniversary of the grant date. The Option will be an incentive stock option to the full extent permitted under applicable laws or regulations.

4.6 Executive will be provided up to three (3) months temporary living and reasonable moving expense benefits under Equifax's relocation program.

4.7 Expenses. Equifax will reimburse the Executive's reasonable business expenses in accordance with its policies in effect from time to time.

5. Restrictive Covenants.

5.1 Definition. As used in this Section 5, the term "Equifax" means Equifax Inc., and any of its subsidiary, affiliated or successor companies.

5.2 Noncompetition Agreement. Executive agrees that he will not, during employment with Equifax and for a period of two (2) years following the termination of employment, directly or indirectly, conduct activity materially involving consumer credit reporting, credit marketing; services, third-party collections and accounts receivable outsourcing, or commercial credit reporting that are competitive with the activities Executive conducted for Equifax ("Competitive Business"). The scope of competitive activities prohibited by this Agreement will be limited to those activities of the type conducted, offered, administered or provided by Executive for Equifax during his employment. This noncompetition covenant applies to the entire geographic area for which Executive is to be responsible for Equifax's existing business operations as they may be expanded from time to time.

5.3 Nonsolicitation of Customers Agreement. Executive agrees that for a period of two (2) years following the termination of Executives employment, Executive will not directly, or indirectly by assisting others, solicit or attempt to solicit any business from any of Equifax's customers with which Executive had material contact (i.e., dealt with, supervised dealings with, or obtained confidential information concerning) during employment with Equifax, for purposes of providing products or services that are competitive with the Competitive Business.

5.4 Remedies Upon Breach. In the event of any active or threatened breach of this Section 5 by Executive, Executive agrees that Equifax will be entitled, in addition to any other remedies and damages available, to an injunction restraining such violation or threatened violation of this Section 5.

6. Termination.

6.1 Termination for Cause. Equifax may terminate Executive with or without Cause, provided that any termination for "Cause" may only occur within sixty (60) days after the COO acquires knowledge of the event justifying the Cause termination. If Executive is terminated for Cause, no future severance, salary continuation, bonus, incentive pay, or other benefits are due under this Agreement. "Cause" will mean any of the following reasons:

- (a) willful misconduct with regard to Equifax having a material adverse impact on the Company or the Business;
- (b) material unauthorized disclosure of the trade or business secrets of Equifax or any of its subsidiaries, affiliates or successors, other than good faith disclosure in connection with performance of Executive's duties;
- (c) willful failure to attempt to perform stated duties;
- (d) conviction of; or pleading nolo contendere to a felony; or

- (e) willful or habitual materiel failure to follow any material written policy of Equifax.

6.2 Termination Upon Death or Disability. Executive's employment will terminate upon his death. Equifax may terminate Executive's employment in the event of Executive's Disability. In either case, no future severance, salary continuation, bonus, or incentive pay will be due under this Agreement, other than the bonus pursuant to Section 4.4 and pro rata annual incentive compensation for the year of such Termination. As used in this Agreement, the term "Disability" will mean the determination by a duly qualified physician mutually acceptable to Equifax and Executive (or his personal representative) that, by reason of a physical, mental, or other illness, existing for more than

one hundred eighty (180) consecutive days, Executive has become physically or mentally unable to perform the essential functions of his job and is still unable to perform such functions. Equifax and Executive will in good faith cooperate in timely selection of the physician.

6.3 Termination by Executive. The Executive may terminate his employment with or without Good Reason, provided that any termination for Good Reason will occur within sixty (60) days after occurrence of the Good Reason event. Good Reason will mean:

- (a) a diminution in Executive's title or a material diminution in Executive's authority, duties or responsibilities;
- (b) failure to timely make any payment due hereunder to Executive;
- (c) any decrease in Executive's Base Salary; or
- (d) any material breach of a provision of this Agreement by Equifax that remains uncured for ten (10) days after written notice thereof is given to Equifax.

7. Severance Upon Termination.

7.1 Termination. If Equifax terminates Executive's employment without Cause (and not as a result of Executive's Disability) or the Executive resigns for Good Reason, Executive will be entitled under this Agreement to Base Salary for the remainder of the then Employment Term, but in no event less than one (1) year's Base Salary (at the highest rate in effect within one-hundred eighty (180) days prior to the date of termination), plus a pro rata annual incentive payment for the year of termination based on actual achievement (and assuming individual criteria is met at a level equal to the average of that for Equifax and the Business) and any unpaid bonus under Section 4.4). The forgoing provisions will not apply in the event of a termination pursuant to a notice of nonextension under Section 2.

7.2 Resignation. Should Executive retire or resign before the end of the then Employment Term without Good Reason, no future salary, unpaid bonuses, incentive pay or other benefits will be due under this Agreement.

7.3 Benefits Generally. In the event of any termination, Executive will be entitled to any accrued but unpaid Base Salary or incentive payment amounts or benefits, if any, in accordance with the terms of Equifax's plans, programs and policies and such rights under equity grants as provided by the grants.

8. Change in Control. The parties will enter into a Change in Control Agreement in the standard form appropriate to Executive's level in the Company. The parties intend that the payments and benefits if paid and provided under that agreement will be in lieu of any severance or similar payments Executive would receive otherwise in accordance with this Agreement.

9. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement will be in writing and will be deemed to have been duly given when delivered or three (3) days after being mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addresses:

To Equifax: Lee A. Kennedy
President and COO
Equifax Inc.
1600 Peachtree Street, N.W.
Atlanta, Georgia 30309

To Executive: William V. Catucci
3483 Fenimore Drive
Mohegan Lake, New York 10547

10. Assignability. This Agreement is binding on Equifax and any successors of Equifax. Equifax may assign this Agreement and its rights under this Agreement in whole or in part to any corporation or other entity with or into which Equifax may merge or consolidate or to which Equifax may transfer all or substantially all of its assets. It may not be otherwise assigned by Equifax.

11. Amendment, Waiver. No provisions of this Agreement may be modified, waived or discharged unless the waiver, modification or discharge is agreed to in writing signed by Executive and the COO or chief executive officer or such other officer or officers as may be specifically designated by the Board of Directors of Equifax to sign on their behalf. No waiver by any party at any time of any breach by any other party of, or compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

12. Indemnity. Equifax: will indemnify and hold Executive harmless as provided in the Bylaws, which obligation will be a contractual obligation with regard to any action or inaction prior to any change to the Bylaws. Equifax will cover Executive both during and after the Employment Term with regard to any

action or inaction during the Employment Term under directors and officers liability insurance at the highest level

maintained for any then current officer or director. This Section 12 shall survive any termination of the Employment Term or Executive's employment.

13. Arbitration.

13.1 All disputes arising in connection with this Agreement and all disputes arising from Executive's employment with Equifax, except claims for injunctive relief under Section 5, will be finally settled under the rules of the American Arbitration Association by an arbitrator appointed in accordance with those rules. The proceedings will be conducted in Atlanta, Georgia.

13.2 The Federal and State courts located in the United States of America are given jurisdiction to render judgment upon, and to enforce, each arbitration award, and the parties expressly consent and submit to the jurisdiction of those courts.

13.3 Each party agrees that the arbitration procedure provided in this Agreement will be the sole and exclusive method of resolving any claims arising from Executive's employment with Equifax or claims arising under this Agreement, except for claims for injunctive relief under Section 5, which may be submitted to a court of competent jurisdiction.

13.4 In the event of any dispute hereunder, the arbitrator may, in his discretion, award the prevailing party his or its reasonable legal fees.

14. No Conflicting Obligations. Executive represents and warrants that he is not subject to any duties or restrictions under any prior agreement with any previous employer or other person that prevents him from performing his duties hereunder to Equifax, other than that Executive is subject to confidentiality agreements and limitations on his ability to solicit or hire employees of his former employer. Executive agrees to notify Equifax immediately if any conflicts occur in the future.

15. Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the United States where applicable and otherwise the substantive laws of the State of Georgia.

16. Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

17. Construction of Agreement. It is the intent of the parties that this Agreement will be considered severable in part and in whole, and that if any covenant will be determined to be unenforceable in any part, that portion of the Agreement will be severed or modified by the Court or Arbitrator so as to permit enforcement of the Agreement to the extent reasonable. It is agreed by the parties that the obligations set forth herein will be considered to be independent of any other obligations between the parties, and the existence of any other claim or defense will not affect the enforceability of this Agreement.

18. Certification of Understanding. Executive certifies that Executive received a copy of this Agreement for review and study before being asked to sign it; read this Agreement carefully; had sufficient opportunity before the Agreement was signed to ask questions about the provisions of the Agreement and received satisfactory answers; and understands the Executive's rights and obligations under the Agreement. This Agreement constitutes the complete understanding and agreement of the parties. Except as provided herein, there are no other agreements, written or oral, express or implied, between the parties, concerning the subject matter of this Agreement.

19. Execution of Agreement. This Agreement will be executed in two originals. Equifax will retain one executed original, and Executive will retain the other. This agreement may be executed in counterparts.

20. Employment Requirements. Executive will execute the "Employee Confidentiality, Non-Solicitation and Assignment Agreement," which is attached as Exhibit "A" hereto and incorporated by reference.

IN WITNESS WHEREOF, this Agreement has been executed this 26/th/ day of

October, 1999.

Attest: EQUIFAX INC.

/s/ Karen H. Gaston

By: /s/ Lee A. Kennedy

Lee A. Kennedy

President and Chief Operating Officer

Attest.

EXECUTIVE

/s/ John T. Chandler

By: /s/ William V. Catucci

William V. Catucci

Exhibit A

EMPLOYEE CONFIDENTIALITY,
NON-SOLICITATION AND
ASSIGNMENT AGREEMENT

This Employee Confidentiality, Non-solicitation and Assignment Agreement (the "Agreement") is entered into on _____, 199_, by and between Equifax Inc. on behalf of itself, its subsidiary and/or affiliate companies (collectively "Equifax") and the undersigned Equifax employee ("Employee").

Statement of Facts

The purpose of this Agreement is to obtain Employee's commitment to protect and preserve Equifax's business relationships, Trade Secrets and Confidential Information as defined below.

Statement of Terms

1. Agreement Not to Solicit Employees. During the term of Employee's

employment by Equifax and for a period of six (6) months following the termination of Employee's employment for any reason, Employee will not, either directly or indirectly, on his or her behalf or on behalf of others (other than Equifax), solicit for employment or hire, or attempt to solicit for employment or hire, any Equifax employee with whom Employee had regular contact in the course of his or her employment or any Equifax employee at any facility where Employee performed services for Equifax.

2. Trade Secrets and Confidential Information.

- (a) All Trade Secrets (defined below) and Confidential Information (defined below), and all materials containing them, received or developed by Employee during the term of his or her employment are confidential to Equifax, and will remain Equifax's property exclusively. Except as necessary to perform Employee's duties for Equifax, Employee will hold all Trade Secrets and Confidential Information in strict confidence, and will not use, reproduce, disclose or otherwise distribute the Trade Secrets or Confidential Information, or any materials containing them, except as deemed desirable by Executive in good faith in connection with performance of his duties or in compliance with legal process. Employee's obligations regarding, Trade Secrets will continue indefinitely, while Employee's obligations regarding Confidential Information will cease two (2) years from the date of termination of Employee's employment with Equifax.
- (b) "Trade Secret" means information, including, but not limited to, technical or non-technical data, a. formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential Equifax customers or suppliers which (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other person, who can obtain economic value from its disclosure or use, and (B)

is the subject of Equifax's efforts that are reasonable under the circumstances to maintain secrecy; or as otherwise defined by applicable state law. "Confidential Information" means any and all knowledge, information, data, method, or plans (other than Trade Secrets) which are now or at any time in the future developed, used or employed by Equifax which are treated as confidential by Equifax and not generally disclosed by Equifax to the public or known in the industry, and which relate to the business or financial affairs of Equifax, including, but not limited to, financial statements and information, marketing strategies, business development plans and product or process enhancement plans.

(c) Employee acknowledges that Equifax is obligated under federal and state credit reporting and similar laws and regulations to hold in confidence and not disclose certain information regarding individuals, firms or corporations which is obtained or held by Equifax and that Equifax is required to adopt reasonable procedures for protecting the confidentiality, accuracy, relevancy and proper utilization of consumer credit information. In that regard, except as necessary or desirable to perform Employee's duties for Equifax, Employee will hold in strict confidence, and will not use, reproduce, disclose or otherwise distribute

any information which Equifax is required to hold confidential under applicable federal and state laws and regulations, including the federal Fair Credit Reporting Act (15 U.S.C. 8 1681 et seq.) and any state credit reporting statutes.

- (d) Except as set forth in a separate written agreement executed by an officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or

designs developed by Employee relating to his or her employment with Equifax will be Equifax's property. Employee will cooperate in applying for patents or copyrights on those developments as Equifax requests and at Equifax's expense, and assign those patents or copyrights to Equifax. The confidentiality requirements of the preceding paragraphs will apply to all of the above.

- (e) At Equifax's request or on termination of Employee's employment with Equifax, Employee will deliver promptly to Equifax all Equifax property in his or her possession or control, including all Trade Secrets and Confidential Information and all materials containing them.

3. Remedies. Employee agrees that his or her promises in this Agreement are reasonable and necessary to protect and preserve the interests and assets of Equifax, and that Equifax will suffer irreparable harm if Employee breaches any of his or her promises. Therefore, in addition to all the remedies provided at law or in equity, Equifax will be entitled to a temporary restraining order and permanent injunctions to prevent a breach or contemplated breach of any of Employee's promises. While Employee will retain the absolute right to pursue any claim, demand, action or cause of action that he or she may have against Equifax, if not otherwise compromised or released, the existence of any claim, demand, action or cause of action by Employee against Equifax, if any, will not constitute a defense to the enforcement by Equifax of any of Employee's promises in this Agreement.

4. Severability. Each provision of this Agreement is separate and severable from the remaining provisions, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provisions. Further, if any provision is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between that provision and any applicable law or regulation, that provision will be curtailed only to the extent necessary to make it consistent with that law or regulation.

5. Assignment. Equifax may assign its rights and obligations under this Agreement. Employee may not assign his or her rights and obligations under this Agreement.

6. Waiver. Equifax's waiver of any breach of this Agreement will not be effective unless in writing, and will not be a waiver of the same or another breach on a subsequent occasion.

7. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Georgia without reference to its conflicts of laws provision.

8. Entire Agreement. This Agreement contains Employee's entire agreement with Equifax regarding the subject matter covered by this Agreement. No amendment or modification of this Agreement will be valid or binding on Equifax or Employee

unless in writing signed by both parties. All prior understandings and agreements regarding the subject matter of this Agreement are terminated.

THIS AGREEMENT, AS A CONDITION OF EMPLOYEE'S EMPLOYMENT OR CONTINUED EMPLOYMENT WITH EQUIFAX, IMPOSES UPON EMPLOYEE CERTAIN CONFIDENTIALITY RESTRICTIONS WITH RESPECT TO TRADE SECRETS AND CONFIDENTIAL INFORMATION BELONGING TO EQUIFAX. BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT.

EMPLOYEE:

EQUIFAX

By: _____

Print Name: _____

Title: _____

Company: _____

EQUIFAX INC.

KEY MANAGEMENT LONG-TERM INCENTIVE PLAN

Effective January 1, 2000

ARTICLE I

Purpose

The purpose of the plan is to provide long-term incentive compensation to Eligible Executives of Equifax Inc. and/or its subsidiaries who make substantial contributions to the success of their employers, to provide a means for such Eligible Executives to participate in such success, and to assist in attracting and retaining the highest quality individuals in key executive positions. This plan, which is effective January 1, 2000, supersedes and replaces all long-term cash incentive plans previously adopted by the Company for such persons, except with respect to any awards made but not earned prior to January 1, 2000.

ARTICLE II

Definitions

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

- (A) "Approval of Shareholders" shall mean the affirmative vote of the holders of at least a majority of the shares of common stock of the Company then outstanding.
- (B) "Award" shall mean the stated cash amount(s) to which Participants will be entitled upon achievement of goals based on Management Objectives established at the time the Award is granted.
- (C) "Committee" shall mean the Compensation and Human Resources Committee of the Company's Board of Directors, as the same from time to time may be constituted.
- (D) "Common Stock" means the Common Stock, \$1.25 par value per share, of the Company.
- (E) "Company" shall mean Equifax Inc.
- (F) "Eligible Executive" shall mean Equifax Inc. elected officers and any other key management personnel of Equifax Inc. or a subsidiary or division of Equifax Inc. as determined by the Committee, from time to time, including any officer who is a Director. An Eligible Executive shall not include an officer who is not a full-time employee, even though said officer is a Director, except that a person who was an Eligible Executive and a Director immediately prior to

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his retirement as an employee of the Company shall continue to be an Eligible Executive so long as he retains his position as an officer and Director.

- (G) "Employer" shall mean Equifax Inc. or the subsidiary or affiliate by whom the Participant is employed at the time in question.
- (H) "Management Objective" shall mean specified levels of, or growth in, one or more of the following criteria:

- (1) earnings per share;
- (2) economic value added;
- (3) revenue;
- (4) operating profit;
- (5) net income;
- (6) total return to shareholders;
- (7) cash flow/net assets ratio;
- (8) debt/capital ratio;
- (9) return on total capital;
- (10) return on equity; and

(11) common stock price.

If the Committee makes an Award subject to a particular Management Objective, the Committee shall adopt or confirm a written definition of that Management Objective at the time of the Award. Management Objectives may be described in terms of Company-wide objectives or objectives that are related to a specific division, subsidiary, Employer, department, region, or function in which the Participant is employed. Management Objectives may be made relative to the performance of other corporations.

(I) "Measurement Period:" Management Objectives may be calculated on the basis of a single year, cumulatively for a stated number of years, as an average over a stated number of years, or otherwise, as determined by the Committee at the time the Management Objective is established, which shall be the "Measurement Period."

(J) "Participant" means any Eligible Executive to whom an Award has been granted but not yet paid pursuant to this Plan.

(K) "Plan" means this Equifax Inc. Key Management Long-Term Incentive Plan.

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ARTICLE III

Eligibility

All Eligible Executives, as determined by the Committee, from time to time, shall be eligible for participation in this Plan.

ARTICLE IV

Selection of Participants, Grant of Awards and Administration of Plan

The Committee shall determine, from time to time, those officers who are to be granted Awards pursuant to Article V below. This Plan shall be administered by the Committee, and the Committee shall (1) construe and interpret the Plan, and (2) make such reasonable rules and regulations for the administration of the Plan as it deems advisable. Any determination by the Committee in administering, interpreting or construing the Plan in accordance with this Article shall be final, binding and conclusive for all purposes and upon all interested persons.

ARTICLE V

Grants of Awards Effective Date and Termination

Subject to the provisions below, the maximum Award granted to any Participant in any fiscal year of the Company shall not exceed \$5,000,000. Subject to the approval of the shareholders of the Company, this Plan shall become effective for the year commencing January 1, 2000. No Awards may be granted under this Plan after the tenth (10th) anniversary of the approval of this Plan by the shareholders of the Company.

ARTICLE VI

Right to Receive Cash Award Conversion to Equity Interest

(A) Subject to the provisions of Article V, the Participant shall be entitled to receive the cash to which his Award entitles him as soon as practical after the end of the Measurement Period with respect to that Award; provided, however, that:

(1) Each Award granted under the Plan shall be forfeited and canceled in all respects, and no cash shall be delivered or paid to the Participant thereof, in the event that:

(a) The employment of the Participant by the Employer is terminated, either voluntarily or involuntarily, by the Employer or the Participant, for any reason whatsoever (subject to the provisions of Article VII hereof) prior to the end of the Measurement Period for that Award;

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(b) The employment status of the Participant has changed prior to the end of the Measurement Period for that Award so that the Participant is no longer an Eligible Executive; or

(c) The Management Objective for the Measurement Period for such Award is less than the minimum stated in the Award.

(2) A portion, or all, of each Award shall be forfeited and canceled in all respects, and no cash shall be delivered or paid with respect to the portion of such Award so forfeited and canceled, in the event that the aggregate Management Objective for the Measurement Period with respect to the Award is not at least equal to a minimum stated in the Award.

(3) The Committee shall establish, for each Measurement Period, the goals based on one or more Management Objectives. These goals will be established on or before the date any Award relating to said Measurement Period is granted. The goals will be established with consideration given to the economic conditions existing at the time said goals are established. A portion, or all, of each Award shall be forfeited and canceled in all respects, and no cash shall be delivered or paid with respect to the portion of such Award so forfeited and canceled, in the event that the goals established for the Measurement Period are not achieved, all as prescribed by the Committee. The Committee shall deliver to each Participant written notice of the goals established for the Measurement Period to which said Award relates, along with the forfeiture provisions relating to said Award. Even though performance goals established for each Measurement Period are met or exceeded, the Committee shall have the discretion, as to each Participant, to reduce the amount of an Award that would otherwise be paid or to determine that no portion should be paid. The Committee may not increase the amount of an Award that would otherwise be paid.

(4) Nothing contained in this Article VI or elsewhere in this Plan shall eliminate, impair or otherwise affect the right of the Employer to terminate or change the employment of any Eligible Executive at any time, and the grant of an Award to any such Eligible Executive shall not be deemed to, and shall not, result in any agreement, expressed or implied, by the Employer to retain such person in any specific position or in its employ for the duration of the Measurement Period with respect to such Award or for any other period.

(5) Subject to the provisions of this paragraph, the terms of an Award may provide, if the Committee so directs in each instance, that each Participant may elect, by delivering written notice of such election to the Secretary of the Company during the period defined below, to surrender his or her right to receive up to the full value of the Award that would otherwise be paid to the Participant at the end of the Measurement Period, in exchange for the right to receive an equity interest as described below. In order to be effective, such written notice of election must be delivered to the Secretary of the Company during a period beginning on the third business day following release for publication (in the manner hereinafter set forth) of the Company's quarterly statements of sales and earnings for the final fiscal quarter ending within the

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Measurement Period and ending on the twelfth business day following said release for publication. Any such election shall be subject to the right of the Committee to disapprove the same, in whole or in part, at any time after such election but prior to the issuance of cash with respect to the particular Award in accordance with the provisions of this Plan. In the event of the death, disability or retirement of a Participant, at any time during the Measurement Period to which an Award relates, the Award shall be distributed as provided in Article VII hereof regardless of any election made by such Participant. The release for publication of the Company's quarterly statements as referred to in the second sentence of this paragraph shall be deemed to have been made at the time such data appears (i) on a wire service, (ii) in a financial news service, (iii) in a newspaper of general circulation or (iv) is otherwise made publicly available. For purposes of this paragraph, the determination of the appropriate equity interest into which the cash award is converted shall be made based on rules adopted by the Committee and uniformly applied, and said rules shall be adopted prior to or at the time of the grant of the Award in question, and the aggregate value of the cash portion and the value of the equity interest for any individual, determined at the date of grant, shall not exceed the maximum referred to in Article V. The equity interest may be an option for purchase of Common Stock, restricted shares of Common Stock, or any other equity interest determined by the Committee. The equity interest may be issued by the Committee on its own action or pursuant to the Company's 2000 Stock Incentive Plan.

ARTICLE VII

Death, Disability or Retirement of Eligible Executive or Change in Control of the Company

(A) In the event of the termination of employment with the Employer during any Measurement Period of any Participant by reason of the death or disability or retirement of such Participant, the Committee may, but shall not be obligated to, waive the continuation of the employment requirement set forth in paragraph (A) (1) (a) of Article VI above. In the event that such requirement is waived,

such Participant or his estate, as the case may be, will be entitled to receive an Award in cash equivalent to a pro rata portion of the amount which said Participant would have received, if the employment of such Participant had continued through the Measurement Period for such Award. For purposes of Article VI and this Article VII, a Participant shall not be deemed to have terminated his employment although he retires from said employment, if he continues to serve as an elected officer of Equifax Inc. or a subsidiary of the Company and to serve as a Director of Equifax Inc.; said Eligible Executive shall be deemed to have terminated his employment when his term of office expires and he is not re-elected thereto, or when he is removed or resigns from office, if earlier.

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

The cash Award which would have been earned based on the level of actual achievement of the Management Objective at the end of the Measurement Period will be multiplied by a fraction, the numerator of which shall be the number of full calendar months during the Measurement Period prior to the Participant's death, disability or retirement, and the denominator of which shall be the number of full calendar months contained in the complete Measurement Period.

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(C) In the event of the termination of employment with the Employer of any Participant after completing a Measurement Period, but before distribution of his Award is made, such Participant or his estate, as the case may be, will be entitled to receive the Award to the same extent, in the same manner and at the same time as if the employment of such Eligible Executive had not terminated, except that if the Participant has directly or indirectly engaged in any activity that is harmful to the Company or the Employer, as determined by the Committee in its sole discretion (including without limitation the disclosure or misuse of any confidential information or trade secrets of the Company or the Employer), then Participant shall forfeit any entitlement to such Award.

(D) If there is a "change in control of the Company," as hereinafter defined, during any Measurement Period, then, notwithstanding any other provision of this Plan to the contrary, any Participant holding any Award shall be irrevocably entitled to receive an amount in cash which is equal to (i) the target award if the change in control occurs during the first measurement year, or (ii) 150% of the target award if the change in control occurs after said first year (but no less than the projected payout determined on the effective date of the change in control if the change in control occurs during the last three months of the Measurement Period). Such payment will be made within sixty (60) days following the change in control of the Company.

(E) For purposes of this Article VII, a "change in control of the Company" shall be deemed to have occurred upon the occurrence of any of the following events:

(1) 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 Article VII(E)(1), 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 (i) directly from the Company that is approved by the Incumbent Board, (ii) by the Company, (iii) 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 clauses (i), (ii) and (iii) of subparagraph VII(E)(2); or

(2) Business Combinations. Consummation of a Business Combination, unless, immediately following that Business Combination, (i) 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, (ii) 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

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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 (iii) 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 of the action of the Board of Directors providing for that Business Combination; or

(3) Sale of Assets. A sale or other disposition of all or substantially all of the assets of the Company; or

(4) Liquidations 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 clauses (i), (ii) and (iii) of subparagraph (E) (2) of this Article VII.

For purposes of this Article VII, the following definitions will apply:

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

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

"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.

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

"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 January 1, 2000, or (b) members who become members of the Company's Board of Directors subsequent to January 1, 2000, whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (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.

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

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

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"Disability" means permanently and totally disabled as defined in Code Section 22(e) (3).

ARTICLE VIII

Nonalienation of Benefits

Neither the Award nor any other right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void and shall not be recognized or given effect by the Company.

ARTICLE IX

Certificates of Award

The Company shall execute and deliver to each Participant to whom an Award is granted a certificate, in the form prescribed by the Committee, evidencing such Award and stating the date thereof and cash amount that is the subject of the Award.

ARTICLE X

Amendment, Suspension or Termination of Plan

The Board of Directors of the Company may amend, suspend or terminate this Plan in whole or in part at any time; provided that no such amendment, suspension or termination shall adversely affect the rights of the holders of any Award then outstanding.

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EQUIFAX INC.

2000 Stock Incentive Plan

1. Purpose. The purpose of the 2000 Stock Incentive Plan is to attract and retain directors, officers and other key employees for Equifax Inc., a Georgia corporation and its Subsidiaries and to provide those persons with incentives and rewards for superior performance.

2. Definitions. As used in this Plan,

"Appreciation Right" means a right granted pursuant to Section 5 of this Plan, and shall include both Tandem Appreciation Rights and Free-Standing Appreciation Rights.

"Base Price" means the price to be used as the basis for determining the Spread upon the exercise of a Free-Standing Appreciation Right and a Tandem Appreciation Right.

"Board" means the Board of Directors of Equifax Inc.

"Change in Control" shall have the meaning provided in Section 11 of this Plan.

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

"Committee" means the Equifax Inc. Compensation and Human Resources Committee of the Board, or any successor committee to which the responsibilities of that Committee are assigned.

"Common Shares" means the Common Shares, par value \$1.25 per share, of the Company or any security into which such Common Shares may be changed by reason of any transaction or event of the type referred to in Section 10 of this Plan.

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

"Covered Employee" means a Participant who is, or is determined by the Board to be likely to become, a "covered employee" within the meaning of Section 162(m) of the Code (or any successor provision).

"Date of Grant" means the date specified by the Board on which a grant of Option Rights or Appreciation Rights, or a grant or sale of Restricted Shares or Deferred Shares shall become effective (which date shall not be earlier than the date on which the Board takes action with respect thereto).

"Deferral Period" means the period of time during which Deferred Shares are subject to deferral limitations under Section 7 of this Plan.

"Deferred Shares" means an award made pursuant to Section 7 of this Plan of the right to receive Common Shares at the end of a specified Deferral Period.

"Director" means a member of the Board of Directors of the Company.

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"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, as such law, rules and regulations may be amended from time to time, including any successor statutes of similar intent.

"Free-Standing Appreciation Right" means an Appreciation Right granted pursuant to Section 5 of this Plan that is not granted in tandem with an Option Right.

"Immediate Family" has the meaning ascribed thereto in Rule 16a-1(e) under the Exchange Act (or any successor rule to the same effect).

"Incentive Stock Options" means Option Rights that are intended to qualify as "incentive stock options" under Section 422 of the Code or any successor provision.

"Management Objectives" means the measurable performance objective or objectives established pursuant to this Plan for Participants who have received grants of Option Rights, Appreciation Rights, Restricted Shares and dividend credits pursuant to this Plan, which are subject to the achievement of Management Objectives. Management Objectives may be described in terms of Company-wide objectives or objectives that are related to the performance of the individual Participant or of the Subsidiary, division, department, region or function within the Company or Subsidiary in which the Participant is employed. The Management Objectives may be made relative to the performance of other corporations. The Management Objectives applicable to any award to a Covered Employee shall be based on specified levels of, or growth in, one or more of the following criteria, as determined for a single year, or cumulatively for a stated number of years, or as an average over a stated number of years, or

otherwise as determined by the Committee at the time the Management Objective is established:

1. earnings per share;
2. economic value added;
3. revenue;
4. operating profit;
5. net income;
6. total return to shareholders;
7. cash flow/net assets ratio;
8. debt/capital ratio;
9. return on total capital;
10. return on equity; and
11. common stock price.

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If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or other events or circumstances render the Management Objectives unsuitable, the Committee may in its discretion modify such Management Objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable, except in the case of a Covered Employee where such action would result in the loss of the otherwise available exemption of the award under Section 162(m) of the Code. In such case, the Committee shall not make any modification of the Management Objectives or minimum acceptable level of achievement unless the Committee specifically acknowledges that effect.

"Market Value per Share" means, (i) the closing sale price per Common Share as reported on the principal exchange on which Common shares are then trading, if any, or, if applicable, the NASDAQ National Market System, on the Date of Grant, or if there are no sales on such day, on the next preceding trading day during which a sale occurred, or (ii) if clause (i) does not apply, the fair market value of the Common Shares as determined by the Board.

"Non-Employee Director" means a Director who is not an employee of the Company or any Subsidiary.

"Optionee" means the optionee named in an agreement evidencing an outstanding Option Right.

"Option Price" means the purchase price payable on exercise of an Option Right.

"Option Right" means the right to purchase Common Shares upon exercise of an option granted pursuant to Section 4 or Section 8 of this Plan.

"Participant" means a person who is selected by the Committee to receive benefits under this Plan and who is at the time an officer, or other key employee of the Company or any one or more of its Subsidiaries, or who has agreed to commence serving in any of such capacities within 60 days of the Date of Grant, and shall also include each Non-Employee Director who receives an award of Option Rights or Restricted Shares.

"Plan" means this Equifax Inc. 2000 Stock Incentive Plan, as it may be amended from time to time.

"Reload Option Rights" means additional Option Rights granted automatically to an Optionee upon the exercise of Option Rights pursuant to Section 4(f) of this Plan.

"Restricted Shares" means Common Shares granted or sold pursuant to Section 6 or Section 8 of this Plan as to which neither the substantial risk of forfeiture nor the prohibition on transfers referred to in Section 6 has expired.

"Rule 16b-3" means Rule 16b-3 under the Exchange Act (or any successor rule to the same effect) as in effect from time to time.

"Spread" means the excess of the Market Value per Share on the date when an Appreciation Right is exercised, or on the date when Option Rights are surrendered in payment of the Option

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Price of other Option Rights, over the Option Price or Base Price provided for

in the related Option Right or Free-Standing Appreciation Right, respectively.

"Subsidiary" means a corporation, company or other entity (i) more than 50 percent of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than 50 percent of whose ownership interest representing the right generally to make decisions for such other entity is, now or hereafter, owned or controlled, directly or indirectly, by the Company, except that for purposes of determining whether any person may be a Participant for purposes of any grant of Incentive Stock Options, "Subsidiary" means any corporation in which, at the time of the grant, the Company owns or controls, directly or indirectly, more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation.

"Tandem Appreciation Right" means an Appreciation Right granted pursuant to Section 5 of this Plan that is granted in tandem with an Option Right.

"Voting Power" means at any time, the total votes relating to the then-outstanding securities entitled to vote generally in the election of Directors.

3. Shares Available Under the Plan. (a) Subject to adjustment as provided in Section 3(b) and Section 10 of this Plan, the number of Common Shares that may be issued or transferred (i) upon the exercise of Option Rights or Appreciation Rights, (ii) as Restricted Shares and released from substantial risks of forfeiture thereof, (iii) as Deferred Shares, (iv) as awards to Non-Employee Directors or in payment of dividend equivalents paid with respect to awards made under the Plan shall not exceed in the aggregate 1,500,000 Common Shares, plus any shares described in Section 3(b). Such shares may be shares of original issuance or treasury shares or a combination of the foregoing.

(b) The number of shares available in Section 3(a) above shall be adjusted to account for shares relating to awards that expire, are forfeited or are transferred, surrendered or relinquished upon the payment of any Option Price by the transfer to the Company of Common Shares or upon satisfaction of any withholding amount. Upon payment in cash of the benefit provided by any award granted under this Plan, any shares that were covered by that award shall again be available for issue or transfer hereunder. In addition to these adjustments, commencing on January 1, 2001, and on each January 1, thereafter ending on January 1, 2007, an additional number of Common Shares shall be added to the total available under Section 3(a), equal to one percent (1%) of the number of Common Shares issued and outstanding on that date.

(c) Notwithstanding anything in this Section 3, or elsewhere in this Plan, to the contrary and subject to adjustment as provided in Section 10 of this Plan, the aggregate number of Common Shares actually issued or transferred by the Company upon the exercise of Incentive Stock Options shall not exceed 1,000,000 Common Shares per year for each calendar year or portion thereof in which this Plan exists prior to the date determined according to Section 17, and Incentive Stock Options shall not be issued for more than 1,000,000 Common Shares during any such year. No Participant shall be granted Option Rights and Appreciation Rights, in the aggregate, for more than 750,000 Common Shares during any period of one calendar year; the number of shares issued as Restricted Shares shall not in the aggregate exceed 500,000 Common Shares; and no Non-Employee Director shall be granted Option Rights, Appreciation

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Rights and Restricted Shares, in the aggregate, for more than 100,000 Common Shares during any calendar year.

4. Option Rights. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the granting to Participants of options to purchase Common Shares. Each such grant may utilize any or all of the authorizations, and shall be subject to all of the requirements contained in the following provisions:

(a) Each grant shall specify the number of Common Shares to which it pertains subject to the limitations set forth in Section 3 of this plan.

(b) Each grant shall specify an Option Price per share, which may not be less than the Market Value per Share on the Date of Grant.

(c) Each grant shall specify whether the Option Price shall be payable (i) in cash or by check acceptable to the Company, (ii) by the actual or constructive transfer to the Company of Common Shares owned by the Optionee for at least 6 months (or other consideration authorized pursuant to Section 4(d)) having a value at the time of exercise equal to the total Option Price, or (iii) by a combination of such methods of payment.

(d) The Committee may determine, at or after the Date of Grant, that payment of the Option Price of any Option Right (other than an Incentive Stock Option) may also be made in whole or in part in the form of Restricted Shares or other Common Shares that are forfeitable or subject to restrictions on

transfer, Deferred Shares, (based, in each case, on the Market Value per Share on the date of exercise), or other Option Rights (based on the Spread on the date of exercise). Unless otherwise determined by the Committee at or after the Date of Grant, whenever any Option Price is paid in whole or in part by means of any of the forms of consideration specified in this Section 4(d), the Common Shares received upon the exercise of the Option Rights shall be subject to such risks of forfeiture or restrictions on transfer as may correspond to any that apply to the consideration surrendered, but only to the extent, determined with respect to the consideration surrendered, of (i) the number of shares, or (ii) the Spread of any unexercisable portion of Option Rights.

(e) Any grant may provide for deferred payment of the Option Price from the proceeds of sale through a bank or broker on a date satisfactory to the Company of some or all of the shares to which such exercise relates.

(f) Any grant may, at or after the Date of Grant, provide for the automatic grant of Reload Option Rights to an Optionee upon the exercise of Option Rights (including Reload Option Rights) using Common Shares or other consideration specified in Section 4(d). Reload Option Rights shall cover up to the number of Common Shares, Deferred Shares, or Option Rights surrendered to the Company upon any such exercise in payment of the Option Price or to meet any withholding obligations. Reload Options may not have an Option Price that is less than the applicable Market Value per Share at the time of exercise and shall be on such other terms as may be specified by the Committee, which may be the same as or different from those of the original Option Rights.

(g) Successive grants may be made to the same Participant whether or not any Option Rights previously granted to such Participant remain unexercised.

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(h) Each grant shall specify the period or periods of continuous service by the Optionee with the Company or any Subsidiary that is necessary before the Option Rights or installments thereof will become exercisable and may provide for the earlier exercise of such Option Rights in the event of a Change in Control.

(i) Any grant of Option Rights may specify Management Objectives that must be achieved as a condition to the exercise of such rights.

(j) Option Rights granted under this Plan may be (i) options, including, without limitation, Incentive Stock Options that are intended to qualify under particular provisions of the Code, (ii) options that are not intended so to qualify, or (iii) combinations of the foregoing.

(k) The Committee may, at or after the Date of Grant of any Option Rights (other than Incentive Stock Options), provide for the payment of dividend equivalents to the Optionee on either a current or deferred or contingent basis or may provide that such equivalents shall be credited against the Option Price.

(l) The exercise of an Option Right shall result in the cancellation on a share-for-share basis of any Tandem Appreciation Right authorized under Section 5 of this Plan.

(m) No Option Right shall be exercisable more than 10 years from the Date of Grant.

(n) Each grant of Option Rights shall be evidenced by an agreement or other written notice from the Company by an officer and delivered to the Optionee and containing such terms and provisions, consistent with this Plan, as the Committee may approve.

5. Appreciation Rights. (a) The Committee may authorize the granting (i) to any Optionee, of Tandem Appreciation Rights in respect of Option Rights granted hereunder, and (ii) to any Participant, of Free-Standing Appreciation Rights. A Tandem Appreciation Right shall be a right of the Optionee, exercisable by surrender of the related Option Right, to receive from the Company an amount determined by the Board, which shall be expressed as a percentage of the Spread (not exceeding 100 percent) at the time of exercise. Tandem Appreciation Rights may be granted at any time prior to the exercise or termination of the related Option Rights; provided, however, that a Tandem Appreciation Right awarded in relation to an Incentive Stock Option must be granted concurrently with such Incentive Stock Option. A Free-Standing Appreciation Right shall be a right of the Participant to receive from the Company an amount determined by the Committee, which shall be expressed as a percentage of the Spread (not exceeding 100 percent) at the time of exercise.

(b) Each grant of Appreciation Rights may utilize any or all of the authorizations, and shall be subject to all of the requirements, contained in the following provisions:

(i) Any grant may specify that the amount payable on exercise of an

Appreciation Right may be paid by the Company in cash, in Common Shares or in any combination thereof and may either grant to the Participant or retain in the Committee the right to elect among those alternatives.

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(ii) Any grant may specify that the amount payable on exercise of an Appreciation Right may not exceed a maximum specified by the Committee at the Date of Grant.

(iii) Any grant may specify waiting periods before exercise and permissible exercise dates or periods.

(iv) Any grant may specify that such Appreciation Right may be exercised only in the event of, or earlier in the event of, a Change in Control.

(v) Any grant may provide for the payment to the Participant of dividend equivalents thereon in cash or Common Shares on a current, deferred or contingent basis.

(vi) Any grant of Appreciation Rights may specify Management Objectives that must be achieved as a condition of the exercise of such Rights.

(vii) Each grant of Appreciation Rights shall be evidenced by an agreement executed on behalf of the Company by an officer and delivered to and accepted by the Participant, which agreement shall describe such Appreciation Rights, identify the related Option Rights (if applicable), state that such Appreciation Rights are subject to all the terms and conditions of this Plan, and contain such other terms and provisions, consistent with this Plan, as the Committee may approve.

(c) Any grant of Tandem Appreciation Rights shall provide that such Rights may be exercised only at a time when the related Option Right is also exercisable and at a time when the Spread is positive, and by surrender of the related Option Right for cancellation.

(d) Regarding Free-standing Appreciation Rights only:

(i) Each grant shall specify in respect of each Free-standing Appreciation Right a Base Price, which shall be equal to or greater than the Market Value per Share on the Date of Grant;

(ii) Successive grants may be made to the same Participant regardless of whether any Free-standing Appreciation Rights previously granted to the Participant remain unexercised; and

(iii) No Free-standing Appreciation Right granted under this Plan may be exercised more than 10 years from the Date of Grant.

6. Restricted Shares. The Committee may also authorize the grant or sale of Restricted Shares to Participants. Each such grant or sale may utilize any or all of the authorizations, and shall be subject to all of the requirements, contained in the following provisions:

(a) Each such grant or sale shall constitute an immediate transfer of the ownership of Common Shares to the Participant in consideration of the performance of services, entitling such Participant to voting, dividend and other ownership rights, but subject to the substantial risk of forfeiture and restrictions on transfer hereinafter referred to.

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(b) Each such grant or sale may be made without additional consideration or in consideration of a payment by such Participant that is less than Market Value per Share at the Date of Grant.

(c) Each such grant or sale shall provide that the Restricted Shares covered by such grant or sale shall be subject to a "substantial risk of forfeiture" within the meaning of Section 83 of the Code for a period of not less than two years to be determined by the Committee at the Date of Grant and may provide for the earlier lapse of such substantial risk of forfeiture in the event of a Change in Control.

(d) Each such grant or sale shall provide that during the period for which such substantial risk of forfeiture is to continue, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Board at the Date of Grant (which restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Shares to a continuing substantial risk of forfeiture in the hands of any transferee).

(e) Any grant of Restricted Shares may specify Management Objectives that, if achieved, will result in termination or early termination of the restrictions applicable to such shares. Each grant may specify in respect of such Management Objectives a minimum acceptable level of achievement and

may set forth a formula for determining the number of Restricted Shares on which restrictions will terminate if performance is at or above the minimum level, but falls short of full achievement of the specified Management Objectives.

(f) Any grant or sale of Restricted Shares may require that any or all dividends or other distributions paid thereon during the period of such restrictions be automatically deferred and reinvested in additional Restricted Shares, which may be Subject to the same restrictions as the underlying award.

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(g) Each grant or sale of Restricted Shares shall be evidenced by an agreement executed on behalf of the Company by any officer and delivered to and accepted by the Participant and shall contain such terms and provisions, consistent with this Plan, as the Committee may approve. Unless otherwise directed by the Committee, all certificates representing Restricted Shares shall be held in custody by the Company until all restrictions thereon shall have lapsed, together with a stock power or powers executed by the Participant in whose name such certificates are registered, endorsed in blank and covering such Shares.

7. Deferred Shares. The Committee may also authorize the granting or sale of Deferred Shares to Participants. Each such grant or sale may utilize any or all of the authorizations, and shall be subject to all of the requirements contained in the following provisions:

(a) Each such grant or sale shall constitute the agreement by the Company to deliver Common Shares to the Participant in the future in consideration of the performance of services, but subject to the fulfillment of such conditions during the Deferral Period as the Committee may specify.

(b) Each such grant or sale may be made without additional consideration or in consideration of a payment by such Participant that is less than the Market Value per Share at the Date of Grant.

(c) Each such grant or sale shall be subject to a Deferral Period of not less than one year, as determined by the Committee at the Date of Grant, and may provide for the earlier lapse or other modification of such Deferral Period in the event of a Change in Control.

(d) During the Deferral Period, the Participant shall have no right to transfer any rights under his or her award and shall have no rights of ownership in the Deferred Shares and shall have no right to vote them, but the Committee may, at or after the Date of Grant, authorize the payment of dividend equivalents on such Shares on either a current or deferred or contingent basis, either in cash or in additional Common Shares.

(e) Each grant or sale of Deferred Shares shall be evidenced by an agreement executed on behalf of the Company by any officer and delivered to and accepted by the Participant and shall contain such terms and provisions, consistent with this Plan, as the Committee may approve.

8. Awards to Non-Employee Directors. The Committee may, from time to time and upon such terms and conditions as it may determine, authorize the granting to Non-Employee Directors of Option Rights and may also authorize the grant or sale of Restricted Shares to Non-Employee Directors.

(a) Each grant of Option Rights awarded pursuant to this Section 8 shall be upon terms and conditions consistent with Section 4 of this Plan and shall be evidenced by an agreement in such form as shall be approved by the Committee. Each grant shall specify an Option Price per share, which shall not be less than the Market Value per Share on the Date of Grant. Each such Option Right granted under the Plan shall expire not more than 10 years from the Date of Grant and shall be subject to earlier termination as hereinafter provided. Unless otherwise determined by the Committee, such Option Rights shall be subject to the following additional terms and conditions:

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(i) Each grant shall specify the number of Common Shares to which it pertains subject to the limitations set forth in Section 3 of this plan.

(ii) In the event of the death or disability of the holder of any such Option Rights, each of the then outstanding vested Option Rights of such holder may be exercised at any time within a stated period after such death or disability, as provided in the grant, but in no event after the expiration date of the term of such Option Rights.

(iii) If a Non-Employee Director subsequently becomes an employee of the Company or a Subsidiary while remaining a member of the Board, any Option Rights held under the Plan by such individual at the time of such commencement of employment shall not be affected thereby.

(iv) Option Rights may be exercised by a Non-Employee Director only upon payment to the Company in full of the Option Price of the Common Shares to be delivered. Such payment shall be made in cash or in Common Shares then owned by the optionee for at least six months, or in a combination of cash and such Common Shares.

(v) Any grant may provide for deferred payment of the Option Price from the proceeds of sale through a bank or broker on a date satisfactory to the Company of some or all of the shares to which such exercise relates.

(b) Each grant or sale of Restricted Shares pursuant to this Section 8 shall be upon terms and conditions consistent with Section 6 of this Plan.

9. Transferability. (a) Except as otherwise determined by the Committee, no Option Right, Appreciation Right or other derivative security granted under the Plan shall be transferable by a Participant other than by will or the laws of descent and distribution. Except as otherwise determined by the Committee, Option Rights and Appreciation Rights shall be exercisable during the Optionee's lifetime only by him or her or by his or her guardian or legal representative.

(b) The Committee may specify at the Date of Grant that part or all of the Common Shares that are (i) to be issued or transferred by the Company upon the exercise of Option Rights or Appreciation Rights, or upon the termination of the Deferral Period applicable to Deferred Shares or (ii) no longer subject to the substantial risk of forfeiture and restrictions on transfer referred to in Section 6 of this Plan, shall be subject to further restrictions on transfer.

(c) Notwithstanding the provisions of Section 9(a), the Committee may provide that any grant of Option Rights (other than Incentive Stock Options), Appreciation Rights, Restricted Shares, and Deferred Shares shall be transferable by a Participant, without payment of consideration therefor by the transferee, to any one or more members of the Participant's Immediate Family (or to one or more trusts established solely for the benefit of one or more members of the Participant's Immediate Family or to one or more partnerships in which the only partners are members of the Participant's Immediate Family); provided, however, that (i) no such transfer shall be effective unless reasonable prior notice thereof is delivered to the Company and such transfer is thereafter effected in accordance with any terms and conditions that shall have been

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made applicable thereto by the Company or the Board and (ii) any such transferee shall be subject to the same terms and conditions hereunder as the Participant.

10. Adjustments. The Committee may make or provide for such adjustments in the numbers of Common Shares covered by outstanding Option Rights, Appreciation Rights and Deferred Shares granted hereunder, and in the Option Price and Base Price, and in the kind of shares covered thereby, as the Committee, in its sole discretion, exercised in good faith, may determine is equitably required to prevent dilution or enlargement of the rights of Participants or Optionees that otherwise would result from (a) any stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, or (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee, in its discretion, may provide in substitution for any or all outstanding awards under this Plan such alternative consideration as it, in good faith, may determine to be equitable in the circumstances and may require in connection therewith the surrender of all awards so replaced. The Committee may also make or provide for such adjustments in the numbers of shares specified in Section 3 of this Plan as the Committee in its sole discretion, exercised in good faith, may determine is appropriate to reflect any transaction or event described in this Section 10; provided, however, that any such adjustment to the number specified in Section 3(c) (i) shall be made only if and to the extent that such adjustment would not cause any Option intended to qualify as an Incentive Stock Option to fail so to qualify, and the Committee may take into consideration, as to any award subject to a proposed adjustment, the potential adverse effect thereof under applicable tax or other laws, and may adjust such awards inconsistently as a consequence of those effects.

11. Change in Control. For purposes of this Plan, except as may be otherwise prescribed by the Committee in an agreement evidencing a grant or award made under the Plan, a "Change in Control" shall mean if at any time any of the following events shall have occurred:

(a) 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 Section 11(a), 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 (i) directly from the Company that is approved by the Incumbent Board, (ii) by the Company, (iii) 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 clauses (i), (ii) and (iii) of Section 11(b); or

(b) Business Combinations. Consummation of a Business Combination, unless, immediately following that Business Combination, (i) 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

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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, (ii) 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 (iii) 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 action of the Board of Directors providing for that Business Combination; or

(c) Sale of Assets. A sale or other disposition of all or substantially all of the assets of the Company; or

(d) Liquidations 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 clauses (i), (ii) and (iii) of Section 11(b).

For purposes of this Section 11, the following definitions will apply:

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

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

"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.

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

"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 January 1, 2000, or (b) members who become members of the Company's Board of Directors subsequent to January 1, 2000, whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least two-thirds (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.

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

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

12. Fractional Shares. The Company shall not be required to issue any fractional Common Shares pursuant to this Plan. The Committee may provide for the elimination of fractions or for the settlement of fractions in cash.

13. Withholding Taxes. To the extent that the Company is required to withhold

federal, state, local or foreign taxes in connection with any payment made or benefit realized by a Participant or other person under this Plan, and the amounts available to the Company for such withholding are insufficient, it shall be a condition to the receipt of such payment or the realization of such benefit that the Participant or such other person make arrangements satisfactory to the Company for payment of the balance of such taxes required to be withheld, which arrangements (in the discretion of the Committee) may include relinquishment of a portion of such benefit. The Company and a Participant or such other person may also make similar arrangements with respect to the payment of any taxes with respect to which withholding is not required.

14. Foreign Employees. In order to facilitate the making of any grant or combination of grants under this Plan, the Committee may provide for such special terms for awards to Participants who are foreign nationals or who are employed by the Company or any Subsidiary outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to or amendments, restatements or alternative versions of this Plan as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of this Plan as in effect for any other purpose, and the Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as this Plan. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.

15. Administration of the Plan. (a) This Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the action of the members of the Committee present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the Committee.

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

(c) The interpretation and construction by the Committee of any provision of this Plan or of any agreement, notification or document evidencing the grant of Option Rights, Appreciation Rights, Restricted Shares, or Deferred Shares, and any determination by the Committee pursuant to any provision of this Plan or of any such agreement, notification or document shall

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be final and conclusive. No member of the Committee shall be liable for any such action or determination made in good faith.

16. Amendments, Etc. (a) The Committee may at any time and from time to time amend the Plan in whole or in part; provided, however, that any amendment which must be approved by the shareholders of the Company in order to comply with applicable law or the rules of the New York Stock Exchange or, if the Common Shares are not traded on the New York Stock Exchange, the principal national securities exchange upon which the Common Shares are traded or quoted, shall not be effective unless and until such approval has been obtained. Presentation of this Plan or any amendment hereof for shareholder approval shall not be construed to limit the Company's authority to offer similar or dissimilar benefits under other plans without shareholder approval. No amendment shall, without a Participant's consent, adversely affect any rights of any Participant with respect to any award outstanding at the time such amendment is made. No amendment to this Plan shall become effective until shareholder approval is obtained if (i) the amendment increases the aggregate number of Common Shares that may be issued under the Plan, (ii) the amendment changes the class of individuals eligible to become Participants, or (iii) the amendment extends the duration of the Plan.

(b) The Committee shall not, without the further approval of the shareholders of the Company, authorize the amendment of any outstanding Option Right to reduce the Option Price. Furthermore, no Option Right shall be canceled and replaced with awards having a lower Option Price without further approval of the shareholders of the Company. This Section 16(b) is intended to prohibit the repricing of "underwater" Option Rights and shall not be construed to prohibit the adjustments provided for in Section 10 of this Plan.

(c) The Committee also may permit Participants to elect to defer the issuance of Common Shares or the settlement of awards in cash under the Plan pursuant to such rules, procedures or programs as it may establish for purposes of this

Plan. The Committee also may provide that deferred issuances and settlements include the payment or crediting of dividend equivalents or interest on the deferral amounts.

(d) The Committee may condition the grant of any award or combination of awards authorized under this Plan on the surrender or deferral by the Participant of his or her right to receive a cash bonus or other compensation otherwise payable by the Company or a Subsidiary to the Participant.

(e) In case of termination of employment by reason of death, disability or normal or early retirement, or in the case of hardship or other special circumstances, of a Participant who holds an Option Right or Appreciation Right not immediately exercisable in full, or any Restricted Shares as to which the substantial risk of forfeiture or the prohibition or restriction on transfer has not lapsed, or any Deferred Shares as to which the Deferral Period has not been completed, or who holds Common Shares subject to any transfer restriction imposed pursuant to Section 9(b) of this Plan, the Committee may, in its sole discretion, accelerate the time at which such Option Right or Appreciation Right may be exercised or the time at which such substantial risk of forfeiture or prohibition or restriction on transfer will lapse or the time when such Deferral Period will end or the time when such transfer restriction will terminate or may waive any other limitation or requirement under any such award.

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(f) This Plan shall not confer upon any Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary, nor shall it interfere in any way with any right the Company or any Subsidiary would otherwise have to terminate such Participant's employment or other service at any time.

(g) To the extent that any provision of this Plan would prevent any Option Right that was intended to qualify as an Incentive Stock Option from qualifying as such, that provision shall be null and void with respect to such Option Right. Such provision, however, shall remain in effect for other Option Rights and there shall be no further effect on any provision of this Plan.

17. Termination. No grant shall be made under this Plan more than 10 years after the date on which this Plan is first approved by the shareholders of the Company, but all grants made on or prior to such date shall continue in effect thereafter subject to the terms thereof and of this Plan. The Committee may terminate the Plan at any time.

18. United Kingdom Awards.

(a) UK Provisions. The terms and conditions used in this Section 18 shall apply exclusively to Participants who are resident in the United Kingdom ("UK Participants") and shall not apply to Participants residing anywhere else.

(b) Overriding nature. The Plan terms and conditions shall govern all Option Rights granted to Optionholders, subject to the modifications set out in this Section 18. If the provisions contained in this Section 18 conflict with those contained in other Sections of the Plan, the provisions set forth in this Section 18 shall, subject to Section 18 (y), govern as they relate to Option Rights granted to Optionholders.

(c) Interpretation. The following definitions shall apply in this Section 18:

"Appropriate Period" has the meaning given in Paragraph 15 (2) of Schedule 9;

"Associated Company" has the meaning given in section 187 (2) of the Taxes Act;

"Control" has the meaning given by section 187 (2) of the Taxes Act;

"Date of UK Grant" means, in relation to any Option Rights, the date upon which the Committee resolves to grant the Option Rights;

"Employee" means a UK Participant who is an employee of any Group Company and any director of any Group Company, who is required to devote not less than 25 hours per week (exclusive of meal breaks) to his duties to the Group;

"Group" means the Company and any companies of which the Company has Control and "Group Company" means any such Company;

"Market Value" has the meaning given in part VIII of the Taxation of Chargeable Gains Act 1992;

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"Optionholder" means the holder of an Option Right granted subject to the terms and conditions contained in this Section 18. A person shall not, however, be an Optionholder in relation to Option Rights which are

restricted in whole or in part under Section 18 (y);

"Schedule 9" means Schedule 9 to the Taxes Act;

"Shares" means Common Shares satisfying the conditions specified in paragraphs 10-14 (inclusive) of Schedule 9;

"Taxes Act" means the UK Income and Corporation Taxes Act 1988;

(d) Statutory interpretation. Where the context so admits, any reference in this Section 18:

(i) to the singular number shall be construed as if it referred also to the plural number and vice versa;

(ii) to the masculine gender shall be construed as though it referred also to the feminine gender;

(iii) to a statute or statutory provision as for the time being amended or reenacted; and

(iv) to the Act or any provision of the Act shall be construed as including a reference to the Act or provision repealed by and corresponding to the Act.

(e) Eligibility. Subject to the following provisions of this Section 18, the Committee may grant Option Rights to any Employee in any case where the Committee so determines provided that no Option Right shall be granted to any Employee unless the company by which that Employee is employed has first been nominated by the Committee to participate in the Plan.

(f) Restrictions on eligibility. The Committee may not grant an Option Right to any individual who is not an Employee at the Date of UK Grant or who is otherwise required by paragraph 8 of Schedule 9 to be precluded from having an Option Right granted to him on that date.

(g) Limit on individual grants. Irrespective of the number of Shares over which an Option Right is expressed to have been granted, an Option Right shall take effect and, if necessary, be limited, so that the total Market Value of the Shares which the Optionholder may acquire on the exercise of all Approved Options held by him shall not exceed the amount specified in paragraph 28 of Schedule 9 (which is, currently, (Pounds)30,000). For this purpose "Approved Options" shall include all options granted under a share option scheme approved by the United Kingdom Board of the Inland Revenue under Schedule 9 and established by the Company or any Associated Company of the Company but excluding any savings related share option scheme.

(h) Restriction on exercises for certain people. An Optionholder may not exercise an Option Right at the time when he must be precluded from doing so in order to satisfy the requirements of paragraph 8 of Schedule 9 and neither may the personal representatives of an Optionholder exercise such an option if, in order to satisfy those requirements, he was so precluded at the date of his death.

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(i) Restrictions on types of shares. The Committee may not grant an Option Right over Shares which do not satisfy the conditions in paragraphs 10-14 (inclusive) of Schedule 9. An Optionholder may not exercise an Option Right if the Shares to be delivered would not satisfy the conditions of paragraphs 10-14 (inclusive) of Schedule 9.

(j) Option agreements. Where the Committee determines to grant an Option Right to a UK Participant, the UK Participant shall enter into an agreement as referred to in section 4 (n) of the Plan within thirty (30) days of such determination failing which the Option Rights will be deemed not to have been granted.

(k) Inland Revenue approval of option agreements. The Committee shall ensure that the provisions of any such agreements evidencing option grants are approved in advance by the United Kingdom Board of the Inland Revenue and no amendment or adjustment shall be made to such agreements after option grants which they evidence have been granted.

(l) Performance Conditions. The Committee may grant an Option Right on the terms that it shall be subject to additional objective conditions. Such conditions must be set out in the option agreement. If the conditions are or include a performance target, then upon the occurrence of such event or events as a result of which the Committee considers it fair and reasonable to adjust the performance target, the Committee may vary the performance target provided that the effect of such variation is not to make the target more onerous.

(m) Market Value of Shares. The Market Value of Shares over which an Option Grant has been or is to be granted shall be calculated at the time or times as may have been agreed by the United Kingdom Board of Inland Revenue pursuant to

paragraph 29 of Schedule 9 and, where relevant, shall be converted into sterling at the rate of exchange ruling in London after about 11am at such time or times. The Option Price shall not be manifestly less than the Market Value of the Shares over which an Option Right is to be exercised as shall be determined at the Date of UK Grant or such earlier date as may be agreed in writing with the United Kingdom Board of the Inland Revenue.

(n) Latest date for exercise. The last date for the exercise of an Option Right shall be determined by the Committee but shall not, except where Section 18 (q) below applies, be later than the date preceding the 10th anniversary of the Date of UK Grant.

(o) Date of exercise. The date or dates after which an Option Right may be exercised in whole or in part shall be determined at the Date of UK Grant and shall not be altered thereafter.

(p) Exercise restrictions. An Option Right may only be exercised by the Optionholder or his legal personal representatives and accordingly where an Optionholder transfers, assigns, charges, encumbers or otherwise alienates his Option Right or creates in favor of any third party any interest therein or, in any case, attempts so to do or is adjudicated bankrupt, that Option Right shall lapse.

(q) Death of Optionholder. The personal representatives of an Optionholder may not exercise his Option Right more than twelve months after the date of the Optionholder's death.

(r) Currency of exercise. The payment upon the exercise of an Option Right may only be made in cash in US dollars.

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(s) Delivery restrictions. Unless prohibited by federal tax laws and regulations or the rules of any domestic stock exchange on which Shares may be listed, Shares shall be delivered upon the exercise of an Option Right within 30 days of the exercise of the Option Right and any new shares issued shall rank pari passu in all respects with any other shares of the same class in issue save as regards any rights attaching to shares by reference to a record date prior to the date of issue.

(t) No restrictions on Shares. The Committee shall not impose any restrictions and conditions on the disposition of Shares delivered upon the exercise of an Option Right.

(u) Takeovers. If any company ("the Acquiring Company") obtains Control of the Company as a result of a general offer to acquire all the Shares not owned by it or any person acting in concert with it or by virtue of a compromise or arrangement sanctioned by the court under section 425 of the UK Companies Act 1985 or becomes bound or entitled to acquire Shares under sections 428 to 430 of that act then an Optionholder may at any time within the Appropriate Period with the agreement of the Acquiring Company release any Option Right in consideration of the grant to him of rights ("New Option") which satisfy the following conditions:

(i) the New Option shall be over shares in the Acquiring Company or another company which satisfies paragraph (b) or (c) of Paragraph 10 of Schedule 9 in relation to the Acquiring Company and shall otherwise satisfy the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9;

(ii) the New Option shall be a right to acquire such number of such shares in the Acquiring Company (or such other company) as shall have immediately after the grant of the New Option an aggregate market value equal to the aggregate market value of the Shares subject to the Option Right immediately before its release;

(iii) the New Option shall have an Option Price such that the aggregate price payable on its exercise in full shall equal the aggregate price which would have been payable on exercise in full of the Option Right; and

(iv) the New Option shall be otherwise identical in terms to the Option Right.

The New Option shall be deemed for all purposes to have been granted at the same time as the released Option Right and the Plan and this Section 18 shall apply to the New Option so that "Company" shall mean the company over whose share capital the New Option is granted and "Shares" shall mean shares in that company.

(v) Adjustments. The Committee may adjust, in such manner as it deems appropriate and the United Kingdom Board of Inland Revenue shall approve, the class and number of shares covered by an Option Right and the Option Price of the Option Right only in the event of any capitalization or rights issue by the Company, or any consolidation, subdivision or reduction of its share capital.

(w) Appreciation Rights and Restricted Shares. The Committee shall not grant

Option Rights, comprising Appreciation Rights or Restricted Shares to UK Participants. Where an Option

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Right is granted to an Optionholder, a corresponding Tandem Appreciation Right shall not be granted in relation to the Option Right.

(x) Amendments. No amendments to the provisions of this Section 18 shall have effect unless such amendment has been approved by the United Kingdom Board of the Inland Revenue. No amendments to the provision of the Plan shall have effect in relation to Option Rights granted to Optionholders unless such amendments have been approved by the United Kingdom Board of Inland Revenue.

(y) Non-approved options. If the grant or exercise of any Option Right is inconsistent with the terms of this Section 18 or the provisions of Schedule 9, the Option Right shall in whole or in part be deemed to have been granted or exercised pursuant to the other Sections of this Plan. The UK Participant shall not be an Optionholder in respect of all or any of such Option Rights. In particular, any Option Right granted to a UK Participant under this Section 18 shall be limited to take effect so that the limits specified in Section 18 (g) are not exceeded. Any Option Rights in excess of those limits will be deemed to have been granted under the other sections of the Plan.

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BONUS EXCHANGE PROGRAM

At the discretion of the Compensation and Human Resources Committee of the Board of Directors, in any year, Executive Officers may elect to forego cash payment of all or part of an earned Annual Incentive and receive instead options to purchase Company stock. The Committee believes that this election opportunity provides an excellent vehicle for expanding Executive Officer's stock ownership and identification with shareholder interests, which serves to further encourage management's commitment to long-term performance of the Company. To promote conversion elections and in recognition of the associated market risk and deferral of economic benefit, conversion is based on a formula approved by the Committee that employs a greater multiple as higher percentages of Incentive are converted.

EXHIBIT 13.1

SUMMARY OF SELECTED FINANCIAL DATA
<TABLE>
<CAPTION>

	Year Ended December 31	
	2000	1999
(Dollars in thousands, except per share amounts)		
<S>	<C>	<C>
SUMMARY OF OPERATIONS		
Operating revenue	\$ 1,965,881	\$ 1,772,694
Operating costs and expenses before unusual items	1,510,466	1,358,155
Unusual items	-	-
Operating income	455,415	414,539
Other income, net	5,905	12,356
Interest expense	(75,951)	(60,971)
Income from continuing operations before income taxes and cumulative effect of accounting change	385,369	365,924
Provision for income taxes	157,347	150,047
Income from continuing operations before cumulative effect of accounting change	228,022	215,877
Discontinued operations, net of income taxes	-	-
Cumulative effect of accounting change, net of income taxes*	-	-
Net income	\$ 228,022	\$ 215,877
Dividends paid	\$ 52,374	\$ 51,961
PER COMMON SHARE (diluted)		
Income from continuing operations before cumulative effect of accounting change	\$ 1.68	\$ 1.55
Discontinued operations	-	-
Cumulative effect of accounting change	-	-
Net income	\$ 1.68	\$ 1.55
Dividends	\$ 0.370	\$ 0.363
Weighted average common shares outstanding (diluted)	136,016,000	139,603,000
BALANCE SHEET DATA (at December 31)		
Total assets - continuing operations	\$ 2,069,637	\$ 1,839,781
Total assets	\$ 2,069,637	\$ 1,839,781
Long-term debt	\$ 993,569	\$ 933,708
Shareholders' equity	\$ 383,578	\$ 215,625
Common shares outstanding	135,835,000	134,001,000
OTHER INFORMATION (at December 31)		
Stock price per share**	\$ 28.69	\$ 23.56
Book value per share	\$ 2.82	\$ 1.61
Market capitalization**	\$ 3,896,757	\$ 3,157,388
Employees - continuing operations	12,200	12,700

* The 1997 accounting change relates to EITF No. 97-13 regarding accounting for business process reengineering costs.

** Stock prices and market capitalization prior to 1997 have been adjusted to reflect the spin-off of ChoicePoint.

<TABLE>
<CAPTION>
SUMMARY OF SELECTED FINANCIAL DATA
SUMMARY OF OPERATIONS
Continued

	1998	1997	1996	1995	1994	1993	1992
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
\$ 1,620,978	\$ 1,366,087	\$ 1,222,798	\$ 1,105,309	\$ 968,660	\$ 813,235	\$ 724,030	
1,255,326	1,042,179	955,897	883,405	770,779	649,135	584,204	
-	(25,000)	(10,313)	9,243	-	(48,438)	-	
365,652	298,908	256,588	231,147	197,881	115,662	139,826	
4,294	45,027	22,400	7,335	8,643	3,881	7,474	
(42,701)	(20,797)	(16,439)	(15,342)	(12,986)	(8,742)	(3,031)	

327,245	323,138	262,549	223,140	193,538	110,801	144,269
133,812	137,613	109,452	90,355	79,804	48,525	59,056
-----	-----	-----	-----	-----	-----	-----
193,433	185,525	153,097	132,785	113,734	62,276	85,213
-	1,449	24,520	14,865	6,612	1,239	133
-	(3,237)	-	-	-	-	-
-----	-----	-----	-----	-----	-----	-----
\$ 193,433	\$ 183,737	\$ 177,617	\$ 147,650	\$ 120,346	\$ 63,515	\$ 85,346
=====	=====	=====	=====	=====	=====	=====
\$ 52,063	\$ 52,030	\$ 49,704	\$ 50,223	\$ 47,161	\$ 42,041	\$ 42,770
\$ 1.34	\$ 1.26	\$ 1.03	\$ 0.86	\$ 0.75	\$ 0.41	\$ 0.52
-	0.01	0.16	0.10	0.04	0.01	-
-	(0.02)	-	-	-	-	-
-----	-----	-----	-----	-----	-----	-----
\$ 1.34	\$ 1.24	\$ 1.19	\$ 0.96	\$ 0.79	\$ 0.42	\$ 0.52
=====	=====	=====	=====	=====	=====	=====
\$ 0.353	\$ 0.345	\$ 0.330	\$ 0.315	\$ 0.303	\$ 0.280	\$ 0.260
144,403,000	147,818,000	149,207,000	154,375,000	150,691,000	151,631,000	164,746,000
\$ 1,828,795	\$ 1,177,104	\$ 1,011,104	\$ 871,489	\$ 836,728	\$ 629,318	\$ 621,322
\$ 1,828,795	\$ 1,177,104	\$ 1,207,518	\$ 976,173	\$ 934,832	\$ 643,279	\$ 638,375
\$ 869,486	\$ 339,301	\$ 304,942	\$ 302,665	\$ 211,962	\$ 200,070	\$ 191,749
\$ 366,466	\$ 349,397	\$ 424,950	\$ 353,465	\$ 361,935	\$ 254,031	\$ 257,990
140,042,000	142,609,000	144,876,000	147,245,000	151,790,000	149,618,000	151,550,000
\$ 34.19	\$ 35.44	\$ 27.41	\$ 19.13	\$ 11.80	\$ 12.25	\$ 9.23
\$ 2.62	\$ 2.45	\$ 2.93	\$ 2.40	\$ 2.38	\$ 1.70	\$ 1.70
\$ 4,787,686	\$ 5,053,706	\$ 3,970,444	\$ 2,816,061	\$ 1,790,667	\$ 1,832,821	\$ 1,399,413
14,000	10,000	9,500	9,800	9,600	8,000	7,500

</TABLE>

Management's Discussion & Analysis Of Results
Of Operations & Financial Condition

Overview

This discussion and analysis should be read in conjunction with the consolidated financial statements and accompanying notes. The following table summarizes the consolidated results for each of the three years ended December 31, 2000.

<TABLE>

<CAPTION>

	Year Ended December 31,		
	2000	1999	1998
	(millions, except per share amounts)		
<S>	<C>	<C>	<C>
Revenue	\$1,965.9	\$1,772.7	\$1,621.0
Operating income	\$ 455.4	\$ 414.5	\$ 365.7
Other income, net	\$ 5.9	\$ 12.4	\$ 4.3
Interest expense	\$ (76.0)	\$ (61.0)	\$ (42.7)
Net income	\$ 228.0	\$ 215.9	\$ 193.4
Diluted earnings per share	\$ 1.68	\$ 1.55	\$ 1.34

</TABLE>

Revenue

Revenue in 2000 of \$1.97 billion was an increase of \$193.2 million, or 10.9%, over 1999. Revenue increased \$151.7 million in 1999, 9.4% over 1998. North American Information Services revenue grew 6.3% in 2000, driven largely by an increase in Marketing Services. Payment Services revenue increased 14.2% in 2000 from growth in both Check Solutions and Card Solutions.

The growth in 2000 revenue was also influenced by the acquisition of Consumer Information Services ("CIS") on May 1, 2000, the dispositions of the global risk management businesses on October 1, 2000, and the vehicle information business in the U.K. on December 22, 2000 ("Divested Operations"), and the effects of changes in foreign exchange rates. CIS generated revenue of \$110.5 million during 2000. In total, the Divested Operations generated revenue of \$132.5 million prior to disposition in 2000 compared with \$175.0 million for full year 1999. The strengthening of the U.S. dollar against foreign currencies during 2000, particularly the British pound and Spanish peseta, reduced 2000 revenue growth by approximately \$23 million as compared with 1999.

The increase in revenue during 1999 was driven by growth in the U.S. Card and Check operations as well as international acquisitions in Equifax Europe, Equifax Latin America and Card Solutions. The strengthening of the U.S. dollar against foreign currencies during 1999, particularly the Brazilian real, reduced 1999 revenue growth by approximately \$36 million as compared with 1998.

Operating Income

Operating income of \$455.4 million in 2000 increased \$40.9 million, or 9.9%, over 1999. In 1999, operating income increased \$48.9 million, or 13.4%, over 1998. Consolidated operating margins were 23.2% in 2000, 23.4% in 1999 and 22.6% in 1998.

Increased operating income in 2000 and 1999 resulted from revenue growth as well as cost reduction initiatives throughout the Company. Cost reduction achievements in both years included headcount reductions, the outsourcing of certain administrative functions, improved pricing from service providers in data processing and telecommunications, and lower benefit costs.

During 1999 and 1998, expense amounting to \$26.4 million and \$24.2 million, respectively, was incurred in connection with assessment, remediation planning, remediation, testing and contingency planning activities for application software and host environments of the Company's information technology systems associated with preparation for year 2000. Minimal costs were incurred during 2000 as the Company did not experience any discernable interruptions related to this matter. Approximately half of this annual cost was from internal resources that have been redeployed to manage ongoing system maintenance and development throughout the Company.

Other Income, Net

Other income includes interest income of \$9.2 million in 2000, \$6.5 million in 1999 and \$4.8 million in 1998.

During 2000, sales of the Divested Operations and the sale of an investment in a card processing operation in India resulted in a net pretax loss of \$2.0 million. In 1999, the Company sold its investment in Proceda S.A. in Brazil and three risk management offices located in the U.S. that resulted in a \$7.1 million pretax gain. These amounts were recorded in other income.

Interest Expense

Interest expense increased \$15 million in 2000 and \$18.3 million in 1999 as compared with prior years. The increase in both years resulted from higher average debt outstanding associated with acquisition activity in 2000 and 1998 and treasury stock purchases in 1999 and 1998. Average total debt outstanding was \$1,101.3 million in 2000, \$975.8 million in 1999 and \$633.9 million in 1998.

Effective Tax Rate

The effective tax rates were 40.8%, 41.0% and 40.9% in 2000, 1999 and 1998, respectively. The effective rate in 2001 is expected to decline to approximately 40.5%, due to the effects of tax planning strategies and a higher level of foreign earnings in lower tax rate jurisdictions.

Net Income and Diluted Earnings per Share

The percentage growth in diluted earnings per share of 8.4% in 2000 and 15.7% in 1999 exceeded the comparable growth rates in net income of 5.6% and 11.6%, respectively, due to the accretive effects of treasury stock purchases in 1999 and 1998. Average diluted shares outstanding were 136.0 million in 2000, 139.6 million in 1999 and 144.4 million in 1998.

Segment Results

The following table summarizes the segment results for each of the three years ended December 31, 2000. The results of businesses sold in the fourth quarter of 2000, which include the Company's risk management businesses located in the U.S., Canada, and the U.K., as well as the vehicle information business in the U.K., have been classified as Divested Operations. Prior year information has been restated to conform to the current year presentation.

<TABLE>

<CAPTION>

	Year Ended December 31,					
	Revenue			Operating Income (Loss)		
	2000	1999	1998	2000	1999	1998
(In millions)	<C>	<C>	<C>	<C>	<C>	<C>
<S>						
Information Services						
North American Information Services	\$ 673.4	\$ 633.2	\$ 616.8	\$274.5	\$261.0	\$248.0
Consumer Information Services	110.5	-	-	7.9	-	-
Equifax Europe	143.4	148.7	127.0	13.0	3.3	(6.9)
Equifax Latin America	119.5	125.5	103.9	25.0	22.9	21.4
Divested Operations	132.5	175.0	197.6	13.8	18.9	22.8
Other	9.6	9.6	9.6	8.9	8.9	8.9
Total Information Services	1,188.9	1,092.0	1,054.9	343.1	315.0	294.2
Payment Services						
Card Solutions	517.5	443.4	357.0	109.7	96.9	78.4
Check Solutions	259.5	237.3	209.1	44.4	38.6	30.9
Total Payment Services	777.0	680.7	566.1	154.1	135.5	109.3
				(41.8)	(36.0)	(37.8)
General Corporate Expense	\$1,965.9	\$1,772.7	\$1,621.0	\$455.4	\$414.5	\$365.7

</TABLE>

Information Services

North American Information Services

North American Information Services includes U.S. Credit Information and Marketing Services, Mortgage Services, Canadian Operations, Knowledge Engineering, Consumer Direct and Equifax Secure. Revenue in this segment increased 6.3% in 2000 and 2.7% in 1999.

U.S. Credit Information and Marketing Services' revenue increased 7.7% in 2000 and 3.2% in 1999. Credit information volume growth of approximately 11.5% in 2000 and 7% in 1999 were partially offset by average price declines of about 9% and 4%, respectively. Average pricing has been impacted by mix of business, with many of our largest customers driving increasing volumes at lower than average unit prices. Many of these customers are also large customers of the Company's marketing services, which include prescreening, portfolio review, database and other marketing products. Revenue in Marketing Services grew 28.4% in 2000, compared with 3.2% in 1999.

During 2000, declining demand for information from mortgage industry customers, caused by an increasing interest rate environment, resulted in a 21% contraction in Mortgage Services' revenue, compared with a 6.7% increase in 1999. The growth in 1999 was achieved despite an 18% decline during the last half of the year, as compared to the last half of 1998, as rising interest rates began to significantly curtail refinancing activity. A return to revenue growth is

anticipated in 2001, if interest rates continue to decline.

Canadian revenue increased 0.8% in 2000 after declining 2.7% in 1999. The 1999 decline was driven by increased competition in the consumer information business.

Revenue in the Company's developing businesses of Knowledge Engineering, Consumer Direct and Equifax Secure totaled \$20.6 million in 2000, \$14.0 million in 1999, and \$13.6 million in 1998. Consumer Direct generated approximately 75% of the revenue growth in 2000.

Operating income for North American Information Services increased 5.2% in both 2000 and 1999. Operating margins were 40.8% in 2000, 41.2% in 1999 and 40.2% in 1998. During 2000, operating losses in the Company's developing businesses increased approximately \$8.5 million. Absent this increased investment in developing businesses, operating income in 2000 would have grown 8.4% over 1999 and the 2000 operating margin would have approximated 42%.

Consumer Information Services

Consumer Information Services includes Direct Marketing Solutions and City Directory, which were acquired on May 1, 2000. Total revenue for this eight-month period amounted to \$110.5 million and includes \$8.4 million of revenue generated by Canadian operations that have been subsequently exited by the Company.

Equifax Europe

Revenue in Equifax Europe, which consists of operations in the United Kingdom, Spain, Portugal and Italy, declined 3.6% in 2000 and increased 17.1% in 1999. During the second quarter of 1998, the Company increased its ownership to 58% in the Spanish operation. Gaining the control necessary for financial reporting consolidation in Spain accounted for approximately \$14.1 million of the 1999 revenue growth.

The strengthening of the U.S. dollar in 2000 and 1999 against the British pound and Spanish peseta reduced Equifax Europe's revenue growth by approximately \$12.5 million in 2000 and \$4.9 million in 1999. On a local currency basis, this segment's revenue grew 4.8% in 2000.

Operating income for Equifax Europe improved \$9.7 million in 2000 and \$10.2 million in 1999. Over the past two years this segment has made significant progress in achieving operational efficiencies through cost reduction efforts, improving operating margins to 9.1% in 2000 from 2.2% in 1999 and a loss in 1998.

Equifax Latin America

Equifax Latin America includes operations in Brazil, Argentina, Chile, Peru and El Salvador. Revenue declined 4.8% in 2000 and increased 20.8% in 1999. The strengthening of the U.S. dollar in 2000 and 1999 against the Brazilian real and the Chilean peso reduced this segment's revenue growth by approximately \$2.5 million in 2000 and \$16.9 million in 1999. In August 1998, the Company acquired an 80% interest in the Brazilian operation. This acquisition generated \$38.3 million of the 1999 growth in revenue.

Operating income for Equifax Latin America increased 8.9% in 2000 and 7.2% in 1999. Cost reductions have contributed to an increase in operating margins to 20.9% in 2000 from 18.3% in 1999.

Divested Operations

The Company sold its risk management businesses in the U.S., Canada, and the U.K. on October 1, 2000, and also sold its vehicle information business in the U.K. on December 22, 2000. These information services businesses, which were divested because they no longer fit the Company's ongoing business strategy, have been classified as Divested Operations and prior year segment information has been reclassified to conform with this presentation. Revenue declined \$42.5 million in 2000 and \$22.6 million in 1999. The decline in 2000 revenue is primarily caused by the disposition of the risk management businesses at the beginning of the fourth quarter.

Other

Other consists solely of a lottery contract, which expires at the end of May 2002, with the State of California that was subcontracted to GTECH Corporation. Revenue and operating income remained comparable at \$9.6 million and \$8.9 million, respectively, for 2000, 1999 and 1998. Revenue and operating income will remain comparable until the contract's expiration.

Payment Services

Card Solutions

Card Solutions includes card processing operations in the U.S., U.K., Brazil and Chile and a card software business principally supporting the international operations. Over the past three years, Card Solutions has focused its efforts upon growth in international markets. In September 1998, Card Solutions expanded its operations into Latin America by acquiring a 59.3% interest in UNNISA, a card services business in Brazil. In June 1999, start-up of the U.K. operation commenced. In January 2000, the Company acquired Procard, Chile's second-largest

credit card processor. Also in 2000, the Company signed a five-year agreement with the National Australia Bank to process cards in Australia, New Zealand, U.K. and Ireland, starting in the second quarter of 2001. This customer will be serviced from a new card processing operation being established in Australia. Card Solutions plans to utilize this Australian operation to pursue further card processing opportunities in the Asian and Pacific Rim markets.

Card Solutions' revenue increased 16.7% in 2000 and 24.2% in 1999, as approximately 15% growth in U.S. revenue in each year was complemented with international revenue growth of 24.9% in 2000 and 75.8% in 1999.

Revenue in the U.S. of \$304.8 million in 1998 has grown to \$351.7 million in 1999 and \$402.9 million in 2000, driven by year-over-year increases in card issuing transactions and merchant volumes.

International revenue of \$52.2 million in 1998 has grown to \$114.5 million in 2000, as a focused investment in these markets has grown the number of cards from none at the beginning of 1998 to approximately 13.3 million at year-end 2000. Total international cards are expected to increase to approximately 16.4 million with commencement of the Australian operation in 2001. International revenue includes card software revenue, which has declined from \$27.1 million in 1998 to \$23.2 million in 1999 and \$13.0 million in 2000. Card Solutions has de-emphasized card software sales as it grows its global processing operations, which will utilize this proprietary software to service its customers. Partially offsetting international revenue growth was the strengthening of the U.S. dollar in 2000 and 1999. Exchange rate changes of the Brazilian real and the British pound reduced revenue growth by approximately \$3.0 million in 2000 and \$11.5 million in 1999.

Card Solutions' operating income increased 13.1% in 2000 and 23.6% in 1999, principally driven by the U.S. operations. Reduction of card software sales and start-up costs of the international operations have tempered the growth in operating income in 2000. Operating margins were 21.2% in 2000, 21.9% in 1999 and 22.0% in 1998.

Check Solutions

Check Solutions, which consists of operations in the U.S., Canada, U.K., Ireland, France, Australia and New Zealand grew revenue 9.4% in 2000 and 13.5% in 1999.

The U.S. check operations increased revenue to \$209.2 million in 2000 from \$187.1 million in 1999 and \$161.1 million in 1998. Growth in U.S. revenue has been driven by increased volume, largely resulting from the addition of new customers. The face amount of checks authorized in the U.S. totaled \$25.7 billion in 2000, \$23.5 billion in 1999 and \$19.8 billion in 1998. International revenue of \$50.3 million in 2000 approximated 1999 revenue of \$50.2 million after growing 4.6% in 1999 from \$48.0 million in 1998. The face amount of checks authorized in the international operations totaled \$3.2 billion in 2000, \$2.9 billion in 1999 and \$3.0 billion in 1998. The strengthening of the U.S. dollar against the British pound reduced international check revenue growth by \$3.2 million in 2000 and \$1.1 million in 1999. On a local currency basis, international revenue increased approximately 6.6% in 2000 and 6.9% in 1999.

Check Solutions' operating income increased 15.0% in 2000 and 24.8% in 1999. Increased operating cost efficiencies in both the U.S. and international operations contributed to growth in profitability as operating margins improved each year. Margins were 17.1% in 2000, 16.3% in 1999 and 14.8% in 1998.

General Corporate

General corporate expense increased \$5.8 million in 2000 due primarily to higher technology costs and one-time expenses associated with headquarters relocation. General corporate expense declined \$1.8 million in 1999 from 1998 due primarily to lower performance share plan expense. The decline in performance share expense was driven by the Company's lower stock price, as these plans have certain measurement criteria based on both the period end stock price and the average price during the last year of their measurement periods.

Financial Condition

Net cash provided by operating activities amounted to \$284.2 million in 2000 as compared with \$326.8 million in 1999. This decline is due primarily to the timing of cash receipts and disbursements related to Payment Services' settlement receivable and payable accounts, which accounted for \$46.4 million of the change in operating cash flow in 2000 versus 1999. Operating activities provided cash of \$305.5 million in 2000, \$301.7 million in 1999 and \$315.8 million in 1998 before the effect of this settlement activity. Cash balances associated with the clearing system amounted to \$29.0 million, \$50.4 million and \$25.4 million at December 31, 2000, 1999 and 1998, respectively. Operating cash flow has been sufficient to fund capital expenditures, dividend payments and scheduled maturities of long-term debt.

Net cash used by investing activities amounted to \$339.4 million in 2000, \$117.8 million in 1999 and \$607.7 million in 1998. Capital expenditures, exclusive of acquisitions and investments, amounted to \$110.7 million in 2000, \$120.9 million in 1999 and \$119.3 million in 1998. Total capital expenditures are anticipated to approximate \$100 million in 2001. Acquisitions, net of cash acquired, and

other investments totaled \$393.1 million in 2000, \$22.9 million in 1999 and \$501.2 million in 1998 (Note 2).

Cash proceeds from the sale of businesses and other assets amounted to \$164.3 million in 2000 (primarily the Divested Operations), \$26.0 million in 1999 and \$12.9 million in 1998.

Financing activities provided \$16.0 million of cash in 2000, used \$155.1 million in 1999 and provided \$351.4 million in 1998. Treasury stock repurchases amounted to \$6.5 million in 2000, \$210.2 million in 1999 and \$161.8 million in 1998. Treasury stock repurchases were temporarily suspended in 2000 to enable the Company to apply available cash to the repayment of debt incurred in connection with the CIS acquisition. Net addition to debt amounted to \$48.2 million in 2000, as much of the CIS acquisition indebtedness has been repaid. Net additions to debt amounted to \$97.1 million in 1999 and \$549.4 million in 1998. Net borrowings were driven by treasury stock repurchases in 1999 and 1998, as well as acquisitions in 1998. Dividend payments approximated \$52 million in each year. Other activity, primarily proceeds from the exercise of stock options, provided cash of \$26.7 million, \$10.0 million and \$15.9 million in 2000, 1999 and 1998, respectively.

At December 31, 2000, \$359.5 million was available to the Company under its \$750 million revolving credit facility. Should CSC exercise its option to sell its credit reporting business to the Company (Note 8), additional sources of financing would be required. However, the agreement with CSC requires a six-month notice period, and management believes the Company could arrange alternative sources of financing within that time to fund this potential purchase, including public debt markets and additional lines of bank credit.

Forward-Looking Information

Spin-off of Payment Services

On October 2, 2000, the Company announced that its Board of Directors approved a plan to separate the Company into two independent public companies. The Company intends to accomplish the separation through a spin-off of Payment Services to its shareholders in the form of a tax-free stock dividend. The Information Services businesses will retain the Equifax Inc. corporate identity. Separating Payment Services from Equifax Inc. will create two companies, each with its own management and Board of Directors focused on taking advantage of growth opportunities in their respective markets. As independent companies, each will set its own strategy for acquisitions, alliances, resource allocation and marketing more effectively for its individual needs. Management expects this transaction, which is subject to a favorable tax ruling and certain regulatory approvals, to be completed during the third quarter of 2001.

General

This Management's Discussion and Analysis, and other portions of this Annual Report, include forward-looking statements which are based upon management's beliefs and assumptions, as well as current expectations, estimates, and projections. Forward-looking statements are not guarantees, but involve risks, uncertainties and assumptions which may prove to be incorrect and may cause the Company's results to differ materially from those implied or indicated by such statements. All statements other than statements of historical fact are forward-looking statements. Forward-looking statements may be identified by the use of words such as "believe", "continue", "may", "will", or the negative of these or similar terms, and include statements concerning expectations or goals, possible or assumed future results of operations, competitive position, financing, economic conditions, business strategies, projections of earnings, revenues or financial results, and statements of belief or assumptions regarding any of the foregoing. Except as required by law, the Company has no intention or obligation to update forward-looking statements. Some of the risks and uncertainties that may affect our performance include economic changes in countries where the Company conducts business; changes in demand for credit and consumer debt; change in marketing plans or techniques of customers; U.S. and international regulatory or legislative changes which may adversely affect the businesses conducted by the Company; retaining and hiring employees; the successful spin-off of the Payment Services Division; successful development and marketing of new products and services; protection and validity of patent and other intellectual property rights; successful incorporation of technological change; control and reduction of cost and expense; interest rate and currency exchange rate fluctuations; and, other risks or unforeseen factors including those described from time to time in the reports which the Company files with the Securities and Exchange Commission, including, but not limited to, the Annual Report on Form 10-K for the years ending December 31, 2000 and 1999.

EXHIBIT 13.3

<TABLE>
 <CAPTION>
 CONSOLIDATED BALANCE SHEETS

(In thousands)

December 31	2000	1999
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 89,413	\$ 136,596
Trade accounts receivable, net of allowance for doubtful accounts of \$18,650 in 2000 and \$14,057 in 1999	325,444	302,809
Settlement receivables	48,173	67,963
Other receivables	75,827	19,910
Deferred income tax assets	23,236	28,015
Other current assets	42,816	54,140
Total current assets	604,909	609,433
Property and Equipment:		
Land, buildings and improvements	40,220	39,140
Data processing equipment and furniture	235,296	258,314
	275,516	297,454
Less accumulated depreciation	176,705	181,964
	98,811	115,490
Goodwill		
	717,939	612,551
Purchased Data Files		
	209,379	157,701
Other Assets		
	438,599	344,606
	\$2,069,637	\$1,839,781

</TABLE>

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

CONSOLIDATED BALANCE SHEETS (continued)

<TABLE>
 <CAPTION>

(In thousands, except par values)

December 31	2000	1999
<S>	<C>	<C>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term debt and current maturities of long-term debt	\$ 54,609	\$ 79,866
Accounts payable, trade	35,262	59,071
Settlement payables	77,213	118,356
Accrued salaries and bonuses	36,961	38,203
Income taxes payable	22,404	12,005
Other current liabilities	199,775	197,294
Total current liabilities	426,224	504,795
Long-Term Debt, Less Current Maturities		
	993,569	933,708
Long-Term Deferred Revenue		
	32,864	22,547
Deferred Income Tax Liabilities		
	90,198	73,132
Other Long-Term Liabilities		
	143,204	89,974
Commitments and Contingencies (Note 8)		
Shareholders' Equity:		
Common stock, \$1.25 par value; shares authorized - 300,000; issued - 175,991 in 2000 and 174,259 in 1999; outstanding - 135,835 in 2000 and 134,001 in 1999	219,989	217,824
Preferred stock, \$0.01 par value; shares authorized - 10,000; issued and outstanding - none in 2000 or 1999	-	-
Paid-in capital	336,527	304,532

Retained earnings	902,475	726,827
Accumulated other comprehensive income	(206,163)	(161,982)
Treasury stock, at cost, 33,078 shares in 2000 and 34,640 shares in 1999 (Note 6)	(778,955)	(816,213)
Stock held by employee benefits trusts, at cost, 7,079 shares in 2000 and 5,619 shares in 1999 (Note 6)	(90,295)	(55,363)
	-----	-----
Total shareholders' equity	383,578	215,625
	-----	-----
	\$2,069,637	\$1,839,781
	=====	=====

</TABLE>

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>

<CAPTION>

(In thousands, except per share amounts)

Year Ended December 31	2000	1999	1998
<S>	<C>	<C>	<C>
Operating revenue	\$1,965,881	\$1,772,694	\$1,620,978
Costs and expenses:			
Costs of services	1,119,148	1,032,389	943,833
Selling, general and administrative expenses	391,318	325,766	311,493
Total costs and expenses	1,510,466	1,358,155	1,255,326
Operating income	455,415	414,539	365,652
Other income, net	5,905	12,356	4,294
Interest expense	75,951	60,971	42,701
Income before income taxes	385,369	365,924	327,245
Provision for income taxes	157,347	150,047	133,812
Net income	\$ 228,022	\$ 215,877	\$ 193,433
Net income per common share (basic)	\$ 1.70	\$ 1.57	\$ 1.37
Shares used in computing basic earnings per share	134,400	137,457	141,397
Net income per common share (diluted)	\$ 1.68	\$ 1.55	\$ 1.34
Shares used in computing diluted earnings per share	136,016	139,603	144,403
Dividends per common share	\$ 0.370	\$ 0.363	\$ 0.353

</TABLE>

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

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>

<CAPTION>

(In thousands)

Year Ended December 31	2000	1999	1998
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income	\$ 228,022	\$ 215,877	\$ 193,433
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	148,783	125,263	103,825
Income tax benefit from stock plans	5,638	2,046	8,085
Loss (gain) from sale of businesses	2,044	(7,095)	-
Changes in assets and liabilities, excluding effects of acquisitions:			
Accounts receivable, net	(27,562)	(22,754)	(19,012)
Current liabilities, excluding debt	(17,934)	4,499	39,078
Settlement receivables and payables, net	(21,353)	25,020	(18,583)
Other current assets	(13,364)	5,369	(3,049)
Deferred income taxes	16,691	20,885	34,595
Other long-term liabilities, excluding debt	(12,062)	(3,609)	(16,831)
Other assets	(24,738)	(38,743)	(24,328)
Net cash provided by operating activities	284,165	326,758	297,213
Cash flows from investing activities:			
Additions to property and equipment	(37,132)	(39,033)	(44,921)
Additions to other assets, net	(73,530)	(81,838)	(74,411)
Acquisitions, net of cash acquired	(382,831)	(22,162)	(478,463)

Investments in unconsolidated affiliates	(10,248)	(700)	(22,752)
Proceeds from sale of businesses	156,001	25,957	12,874
Proceeds from sale of assets	8,299	-	-
	-----	-----	-----
Net cash used by investing activities	(339,441)	(117,776)	(607,673)
	-----	-----	-----
Cash flows from financing activities:			
Net short-term borrowings	(21,026)	33,114	28,988
Additions to long-term debt	92,170	70,244	524,068
Payments on long-term debt	(22,983)	(6,256)	(3,692)
Treasury stock purchases	(6,517)	(210,175)	(161,797)
Dividends paid	(52,374)	(51,961)	(52,063)
Proceeds from exercise of stock options	23,165	6,996	12,245
Other	3,538	2,965	3,619
	-----	-----	-----
Net cash provided (used) by financing activities	15,973	(155,073)	351,368
	-----	-----	-----
Effect of foreign currency exchange rates on cash	(7,880)	(7,930)	(2,542)
	-----	-----	-----
Net cash (used) provided	(47,183)	45,979	38,366
Cash and cash equivalents, beginning of year	136,596	90,617	52,251
	-----	-----	-----
Cash and cash equivalents, end of year	\$ 89,413	\$ 136,596	\$ 90,617
	=====	=====	=====

</TABLE>

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

<TABLE>

<CAPTION>

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY AND COMPREHENSIVE INCOME

(In thousands)	Common Stock:			
	Shares Outstanding	Amount	Paid-In Capital	Retained Earnings
<S>	<C>	<C>	<C>	<C>
Balance, December 31, 1997	142,609	\$215,581	\$244,496	\$421,541
1998 changes:				
Net income	-	-	-	193,433
Foreign currency translation adjustment	-	-	-	-
Adjustment for minimum liability under supplemental retirement plan	-	-	-	-
Shares issued under stock plans	1,451	1,572	18,952	-
Shares contributed to U.S. retirement plan	390	-	10,392	-
Treasury stock purchased	(4,555)	-	-	-
Treasury stock reissued for acquisitions	147	-	2,346	-
Cash dividends	-	-	-	(52,063)
Income tax benefit from stock plans	-	-	8,085	-
Dividends from employee benefits trusts	-	-	2,240	-
	-----	-----	-----	-----
Balance, December 31, 1998	140,042	217,153	286,511	562,911
1999 changes:				
Net income	-	-	-	215,877
Foreign currency translation adjustment	-	-	-	-
Adjustment for minimum liability under supplemental retirement plan	-	-	-	-
Shares issued under stock plans	599	671	6,945	-
Shares contributed to U.S. retirement plan	304	-	7,003	-
Treasury stock purchased	(6,944)	-	-	-
Cash dividends	-	-	-	(51,961)
Income tax benefit from stock plans	-	-	2,046	-
Dividends from employee benefits trusts	-	-	2,027	-
	-----	-----	-----	-----
Balance, December 31, 1999	134,001	217,824	304,532	726,827
2000 changes:				
Net income	-	-	-	228,022
Foreign currency translation adjustment	-	-	-	-
Adjustment for minimum liability under supplemental retirement plan	-	-	-	-
Shares issued under stock plans	1,789	2,165	21,051	-
Treasury stock purchased	(296)	-	-	-
Treasury stock reissued for acquisitions	341	-	2,605	-
Cost of treasury stock transferred to employee benefits trust	-	-	-	-
Cash dividends	-	-	-	(52,374)
Income tax benefit from stock plans	-	-	5,638	-
Dividends from employee benefits trusts	-	-	2,701	-
	-----	-----	-----	-----

Balance, December 31, 2000 135,835 \$219,989 \$336,527 \$902,475

</TABLE>

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

<TABLE>

<CAPTION>

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY AND COMPREHENSIVE INCOME (CONTINUED)

Accumulated Other Comprehensive Income:

Foreign Currency Translation	Minimum Liability Under Supplemental Retirement Plan	Total	Treasury Stock	Stock Held By Employee Benefits Trust	Total Shareholders' Equity	Comprehensive Income
<S> \$(13,684)	<C> \$(6,392)	<C> \$(20,076)	<C> \$(447,578)	<C> \$(64,567)	<C> \$349,397	<C>
-	-	-	-	-	193,433	\$193,433
(15,313)	-	(15,313)	-	-	(15,313)	(15,313)
-	326	326	-	-	326	326
-	-	-	279	1,770	22,573	-
-	-	-	-	3,843	14,235	-
-	-	-	(161,797)	-	(161,797)	-
-	-	-	3,004	-	5,350	-
-	-	-	-	-	(52,063)	-
-	-	-	-	-	8,085	-
-	-	-	-	-	2,240	-
(28,997)	(6,066)	(35,063)	(606,092)	(58,954)	366,466	\$178,446
-	-	-	-	-	215,877	\$215,877
(128,283)	-	(128,283)	-	-	(128,283)	(128,283)
-	1,364	1,364	-	-	1,364	1,364
-	-	-	54	594	8,264	-
-	-	-	-	2,997	10,000	-
-	-	-	(210,175)	-	(210,175)	-
-	-	-	-	-	(51,961)	-
-	-	-	-	-	2,046	-
-	-	-	-	-	2,027	-
(157,280)	(4,702)	(161,982)	(816,213)	(55,363)	215,625	\$88,958
-	-	-	-	-	228,022	\$228,022
(45,549)	-	(45,549)	-	-	(45,549)	(45,549)
-	1,368	1,368	-	-	1,368	1,368
-	-	-	431	392	24,039	-
-	-	-	(6,517)	-	(6,517)	-
-	-	-	8,020	-	10,625	-
-	-	-	35,324	(35,324)	-	-
-	-	-	-	-	(52,374)	-
-	-	-	-	-	5,638	-
-	-	-	-	-	2,701	-
\$ (202,829)	\$ (3,334)	\$ (206,163)	\$ (778,955)	\$ (90,295)	\$ 383,578	\$ 183,841

</TABLE>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Significant Accounting and Reporting Policies

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

Nature of Operations and Spin-off The Company principally provides information services to businesses to help them grant credit, authorize and process credit card and check transactions, and market to their customers. The principal lines of business are information services and payment services (see Note 10 for segment information). The principal markets for both information and payment services are retailers, banks, and other financial institutions, with information services also serving the transportation, telecommunication,

utility, manufacturing, and media industries. The Company's operations are predominantly located within the United States, with foreign operations principally located within Canada, the United Kingdom, and Brazil.

On October 2, 2000, the Company announced its intention to split into two independent, publicly traded companies by spinning off its Payment Services industry segment. The spin-off would be effected through a tax-free dividend of stock in the new company to existing Equifax shareholders and is contingent on receiving a favorable ruling from the IRS regarding the tax-free nature of the dividend, among other things. The timing of the distribution has not yet been finalized, but is expected to occur third quarter 2001.

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

Revenue Recognition Revenue is recognized principally as services and products are provided to and accepted by customers. Amounts billed in advance are recorded as current or long-term deferred revenue on the balance sheet, with current deferred revenue reflecting services expected to be provided within the next twelve months. Current deferred revenue is included with other current liabilities in the accompanying consolidated balance sheets, and as of December 31, 2000 and 1999, totaled \$34,256,000 and \$31,523,000, respectively. In 1996, the Company received a one-time payment of \$58,000,000 related to a lottery subcontract and recognized \$5,400,000 in revenue. The remaining balance is being recognized as revenue over the term of the contract, with \$9,636,000 per year recognized in 1997 through 2000. The unrecognized balance at December 31, 2000, totaled \$14,056,000, with \$4,420,000 included in long-term deferred revenue in the accompanying consolidated balance sheets. In conjunction with the divestiture of the Company's U.S. risk management and Canadian risk management businesses in October 2000 (Note 3), certain of the proceeds received related to contracts to provide credit information products and services to the buyers over the next five to six years and was recorded in current and long-term deferred revenue. At December 31, 2000, \$25,527,000 remained unrecognized, with \$21,195,000 included in long-term deferred revenue in the accompanying consolidated balance sheets. This deferred revenue will be recognized as the contracted products and services are provided.

Earnings Per Share Basic EPS is calculated as income available to common stockholders divided by the weighted average number of common shares outstanding during the period. Diluted EPS is calculated to reflect the potential dilution that would occur if stock options or other contracts to issue common stock were exercised and resulted in additional common shares outstanding. The income amount used in the Company's EPS calculations is the same for both basic and diluted EPS. A reconciliation of the average outstanding shares used in the two calculations is as follows:

<TABLE>
<CAPTION>
(In thousands)

	2000	1999	1998
<S>	<C>	<C>	<C>
Weighted average shares outstanding (basic)	134,400	137,457	141,397
Effect of dilutive securities:			
Stock options	1,439	1,880	2,714
Performance share plan	177	266	292
Weighted average shares outstanding (diluted)	136,016	139,603	144,403

</TABLE>

Settlement Receivables and Payables Settlement receivables and payables result from timing differences in the Company's settlement process with merchants, financial institutions, and credit card associations related to merchant and card transaction processing. Cash balances associated with the clearing system amounted to \$29.0 million, \$50.4 million and \$25.4 million at December 31, 2000, 1999 and 1998, respectively.

Property and Equipment The cost of property and equipment is depreciated primarily on the straight-line basis over estimated asset lives of 30 to 50 years for buildings; useful lives, not to exceed lease terms, for leasehold improvements; 3 to 5 years for data processing equipment; and 8 to 20 years for other fixed assets.

Goodwill Goodwill is amortized on a straight-line basis predominantly over periods from 20 to 40 years. Amortization expense was \$32,382,000 in 2000, \$26,926,000 in 1999, and \$21,536,000 in 1998. As of December 31, 2000 and 1999, accumulated amortization balances were \$99,681,000 and \$87,533,000, respectively.

Purchased Data Files Purchased data files are amortized on a straight-line basis primarily over 15 years. Amortization expense was \$20,167,000 in 2000, \$17,566,000 in 1999, and \$14,982,000 in 1998. As of December 31, 2000 and 1999, accumulated amortization balances were \$118,005,000 and \$109,269,000, respectively.

Other Assets Other assets at December 31, 2000 and 1999 consist of the following:

(In thousands)	2000	1999
Systems development and other deferred costs	\$163,225	\$154,301
Purchased software	57,107	55,013
Purchased merchant contracts	23,667	-
Prepaid pension cost	98,215	86,764
Risk management purchased paper (Note 3)	59,073	29,619
Investments in unconsolidated companies	12,800	5,558
Other	24,512	13,351
	\$438,599	\$344,606

Purchased software, purchased merchant contracts, and systems development and other deferred costs are being amortized on a straight-line basis over five to eleven years. Amortization expense for other assets was \$57,432,000 in 2000, \$43,156,000 in 1999, and \$32,078,000 in 1998. As of December 31, 2000 and 1999, accumulated amortization balances were \$176,759,000 and \$159,840,000, respectively.

Long-Lived Assets Long-lived assets include property and equipment, goodwill, purchased data files, and other assets. The Company regularly evaluates whether events and circumstances have occurred which indicate that the carrying amount of long-lived assets may warrant revision or may not be recoverable. When factors indicate that long-lived assets should be evaluated for possible impairment, the Company uses an estimate of the future undiscounted net cash flows of the related business over the remaining life of the asset in measuring whether the asset is recoverable.

Foreign Currency Translation The functional currency of the Company's foreign subsidiaries are those subsidiaries' local currencies. The assets and liabilities of foreign subsidiaries are translated at the year-end rate of exchange, and income statement items are translated at the average rates prevailing during the year. The resulting translation adjustment is recorded as a component of shareholders' equity. Gains and losses resulting from the translation of intercompany balances of a long-term investment nature are also recorded as a component of shareholders' equity. Other foreign currency translation gains and losses, which are not material, are recorded in the consolidated statements of income.

Consolidated Statements of Cash Flows The Company considers cash equivalents to be short-term cash investments with original maturities of three months or less.

Cash paid for income taxes and interest is as follows:

(In thousands)	2000	1999	1998
Income taxes, net of amounts refunded	\$124,717	\$127,611	\$98,905
Interest	76,177	60,379	28,885

In 2000, 1999, and 1998, the Company acquired various businesses that were accounted for as purchases (Note 2). In conjunction with these transactions, liabilities were assumed as follows:

(In thousands)	2000	1999	1998
Fair value of assets acquired	\$415,657	\$24,783	\$540,078
Cash paid for acquisitions	383,938	24,182	485,076
Value of treasury stock reissued for acquisitions	10,625	-	6,000
Liabilities assumed	\$ 21,094	\$ 601	\$ 49,002

</TABLE>

Financial Instruments The Company's financial instruments consist primarily of cash and cash equivalents, accounts and notes receivable, accounts payable, and short-term and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market values due to their short maturity. As of December 31, 2000, the fair value of the Company's long-term debt (determined primarily by broker quotes) was \$981,953,000 compared to its carrying value of \$993,569,000. During 2000, the Company's derivative financial instruments consisted of several interest rate swap agreements used to fix portions of the Company's floating rate obligations.

Recent Accounting Pronouncements and Accounting Change In June 1998, the FASB issued Statement of Financial Accounting Standards No. 133 (SFAS 133), "Accounting for Derivative Instruments and Hedging Activities." SFAS 133 establishes accounting and reporting standards for derivative instruments and hedging activities and is effective (as amended by SFAS No. 137) on January 1, 2001 for the Company. Based on its current level of derivative instruments and hedging activities, the Company does not believe that the adoption of SFAS 133 will have a significant impact on its financial statements or reported earnings.

2. ACQUISITIONS AND INVESTMENTS IN UNCONSOLIDATED AFFILIATES

During 2000, the Company acquired or increased its ownership in the following businesses:

<TABLE>

<CAPTION>

Business	Month Acquired	Industry Segment	Percentage Ownership
<S>	<C>	<C>	<C>
Organizacion Veraz S.A. (Argentina)	December	Latin America	79.5% 1
SEK S.r.l. and AIF Gruppo Securitas S.r.l. (Italy)	November	Europe	100.0%
Compliance Data Center, Inc.	October	North America	100.0%
Equifax Card Solutions Limited (U.K.)	September	Card Solutions	100.0% 2
Consumer Information Solutions (CIS) Group of R.L. Polk & Co.	May	Consumer Services	100.0%
Check-A-Cheque Ltd. (U.K.)	March	Check Solutions	100.0%
Procard, S.A. (Chile)	January	Card Solutions	100.0%
Propago, S.A. (Chile)	January	Latin America	100.0%

</TABLE>

1 Increased to 79.5% from 66.7% acquired in 1997 and 1994

2 Increased from 51.0% ownership started in 1999

In 2000, in addition to the businesses above, the Company acquired the credit files of 12 credit affiliates located in the United States and 14 affiliates in Canada, as well as a portfolio of credit card merchant contracts from Heartland Payment Systems. These acquisitions were accounted for as purchases and had an aggregate purchase price of \$394,563,000, with \$242,873,000 allocated to goodwill and \$78,770,000 allocated to purchased data files. They were purchased with a combination of cash totaling \$383,938,000 and the reissuance of treasury stock with a fair market value of \$10,625,000. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material.

In 1999, the Company acquired the credit files of 14 credit affiliates located in the United States and three credit affiliates in Canada. They were accounted for as purchases and had an aggregate purchase price of \$24,182,000, with \$7,508,000 allocated to goodwill and \$15,954,000 allocated to purchased data files. Their results of operations have been included in the consolidated statements of income from the dates of acquisition and were not material.

During 1998, the Company acquired, made equity investments, or increased its ownership in the following businesses:

<TABLE>

<CAPTION>

Business	Month Acquired	Industry Segment	Percentage Ownership
<S>	<C>	<C>	<C>
Unnisa Ltda. (Brazil)	September	Card Solutions	59.3%
Proceda S.A. (Brazil)	September	Card Solutions	34.0%
Seguranca ao Credito e Informacoes (SCI-Brazil)	August	Latin America	80.0%
Credit Bureau of Vancouver (Canada)	July	North America	100.0%
Equifax Canada Inc.	July	North America	100.0% 1
Decisioneering Group, Inc.	July	North America	100.0%
ASNEF-Equifax Servicios de Informacion de Credito, S.L. (Spain)	May	Europe	58.0% 2
Infocorp (Peru)	April	Latin America	51.0% 3
CCI Group Plc (U.K.)	March	Europe	100.0%

</TABLE>

1 Increased to 100.0% from 84.4%

2 Increased from 49.0% acquired in 1994

3 Increased from 35.0% acquired with DICOM S.A. in 1994

In 1998, in addition to the businesses above, the Company acquired the credit files of 14 credit affiliates located in the United States and the collection businesses of Computer Sciences Corporation (CSC), which was subsequently sold (Note 8). Also, during the first quarter of 1998, the Company obtained the control necessary and began to consolidate the operations of its 66.7% owned investment in Organizacion Veraz S.A. in Argentina. The investment in Proceda S.A., along with increases in certain other equity investments, totaled \$22.8 million and were accounted for under the equity method. They were purchased with cash and recorded as other assets. The remaining 1998 business and credit file acquisitions were accounted for as purchases and had an aggregate purchase price of \$491,076,000. They were purchased with a combination of cash totaling \$485,076,000 and the reissuance of treasury stock with a fair market value of \$6,000,000. These acquisitions and the consolidation of Veraz resulted in \$389,013,000 of goodwill, \$86,259,000 of purchased data files, and \$22,170,000 of other assets (primarily software and deferred systems costs). These allocations include \$26.0 million reallocated from other assets related to investments in companies previously accounted for under the equity method. Their results of operations have been included in the consolidated statements of income from the dates of acquisition. The following unaudited pro forma information has been prepared as if these acquisitions had occurred on January 1, 1998. The information is based on the historical results of the separate companies, and may not necessarily be indicative of the results that could have been achieved, or of results that may occur in the future.

<TABLE>

<CAPTION>

(In thousands, except per share amounts)	1998

<S>	<C>
Revenue	\$1,751,184
Net income	181,598
Net income per common share (diluted)	1.26

</TABLE>

3. Divestitures

In September 2000, the Company sold its 50% interest in a credit card processing operation in India. In October 2000, the Company sold its risk management businesses located in the U.S., Canada, and the U.K., and in December 2000 sold its vehicle information business in the U.K. as well as a direct marketing business in Canada that was a small component of the CIS group acquired earlier in the year from R.L. Polk & Co. Proceeds from these sales included cash of \$156,001,000 (net of cash sold) and a \$41 million note receivable from one of the buyers, and resulted in a pretax loss of \$2,044,000 recorded in other income. Approximately \$25.5 million of the proceeds received in the U.S. and Canadian risk management sales related to exclusive contracts to provide the buyers with credit information products and services over several years, and was recorded in current and long-term deferred revenue. In conjunction with the U.S. risk management sale, the Company guaranteed approximately \$60 million of the buyer's third-party acquisition financing which related to a portfolio of purchased paper. Since this purchased paper financing was entirely guaranteed by the Company, the amount guaranteed (approximately \$59.1 million at December 31, 2000) has been recorded in other assets and other long-term liabilities in the accompanying consolidated balance sheets. These corresponding asset and liability balances will be reduced as the buyer makes principal payments on their loan and the Company's guarantee is reduced. At December 31, 1999, the U.S. risk management business had approximately \$51.5 million in purchased paper, with \$21.9 million included in other current assets and \$29.6 million included in other assets in the accompanying consolidated balance sheets.

In April 1999, the Company sold its 34% equity interest in Proceda S.A. in Brazil, and in June 1999 also sold three risk management offices located in the U.S. Proceeds from these sales totaled \$25,957,000 and resulted in a gain of \$7,095,000 recorded in other income (\$2,888,000 after tax, or \$.02 per share).

In October 1998, the Company sold the collection businesses it had purchased from CSC earlier in the year (Note 8).

4. LONG-TERM DEBT AND SHORT-TERM BORROWINGS

Long-term debt at December 31, 2000 and 1999 was as follows:

<TABLE>

(In thousands)	2000	1999

<S>	<C>	<C>
Senior Notes, 6.5%, due 2003, net of unamortized discount of \$255 in 2000 and \$357 in 1999	\$199,745	\$199,643
Senior Notes, 6.3%, due 2005, net of unamortized discount of \$754 in 2000 and \$921 in 1999	249,246	249,079
Senior Debentures, 6.9%, due 2028, net of unamortized discount of \$1,375 in 2000 and \$1,425 in 1999	148,625	148,575

Borrowings under \$750 million revolving credit facility, weighted average rate of 6.8% at December 31, 2000	390,533	318,000
Other	8,513	22,581

	996,662	937,878
Less current maturities	3,093	4,170

	\$993,569	\$933,708
=====		

</TABLE>

In June 1998, the Company issued new 6.3% seven-year notes with a face value of \$250,000,000 in a public offering. The notes were sold at a discount of \$1,172,500. In July 1998, the Company issued new 6.9% 30-year debentures with a face value of \$150,000,000 in a public offering. The debentures were sold at a discount of \$1,500,000. The discounts and related issuance costs are being amortized on a straight-line basis over the respective term of the notes and debentures.

In November 1997, the Company replaced its \$550 million revolving credit facility with a new, committed \$750 million revolving credit facility with a group of commercial banks. The new facility expires November 2002. The agreement provides interest rate options tied to Base Rate, LIBOR, or Money Market indexes and contains certain financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. At December 31, 2000, \$34,533,000 of the revolving credit facility's outstanding balance was denominated in foreign currencies. These foreign denominated obligations are used to hedge the impacts of foreign exchange rate fluctuations related to intercompany advances between the Company and several of its foreign subsidiaries.

Scheduled maturities of long-term debt during the five years subsequent to December 31, 2000, are as follows:

<TABLE>
<CAPTION>

(In thousands)	Amount

<S>	<C>
2001	\$ 3,093
2002	395,387
2003	200,311
2004	-
2005	249,246

</TABLE>

The Company's short-term borrowings at December 31, 2000 and 1999, totaled \$51,516,000 and \$75,696,000, respectively, and consisted primarily of notes payable to banks. These notes had a weighted average interest rate of 6.25% at December 31, 2000 and 5.20% at December 31, 1999. In October 1999, a Canadian subsidiary of the Company entered into a C\$100,000,000 loan, renewable annually, with a group of banks. The loan agreement provides interest rate options tied to Prime, Base Rate, LIBOR, and Canadian Banker's Acceptances, and contains financial covenants related to interest coverage, funded debt to cash flow, and limitations on subsidiary indebtedness. Borrowings under this loan (which are included in the short-term borrowings totals above) at December 31, 2000 and 1999 were C\$69,000,000 and C\$100,000,000 respectively.

5. Income Taxes

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

The provision for income taxes consists of the following:

<TABLE>
<CAPTION>

(In thousands)	2000	1999	1998

<S>	<C>	<C>	<C>
Current:			
Federal	\$105,383	\$ 96,342	\$ 74,769
State	7,925	15,855	10,854
Foreign	26,766	16,355	17,020

	140,074	128,552	102,643

Deferred:			
Federal	9,544	11,467	26,309
State	1,906	2,596	4,952
Foreign	5,823	7,432	(92)

	17,273	21,495	31,169

 \$157,347 \$150,047 \$133,812
 =====

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

(In thousands)	2000	1999	1998
United States	\$346,491	\$322,782	\$299,815
Foreign	38,878	43,142	27,430
	\$385,369	\$365,924	\$327,245

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

(In thousands)	2000	1999	1998
Federal statutory rate	35.0%	35.0%	35.0%
Provision computed at federal statutory rate	\$134,879	\$128,073	\$114,536
State and local taxes, net of federal tax benefit	6,390	11,993	10,274
Nondeductible goodwill (including amounts related to divestitures)	9,396	2,236	5,357
Other	6,682	7,745	3,645
	\$157,347	\$150,047	\$133,812

</TABLE>

Components of the Company's deferred income tax assets and liabilities at December 31, 2000 and 1999 are as follows:

<TABLE>
 <CAPTION>

<S> (In thousands)	<C> 2000	<C> 1999
Deferred income tax assets:		
Reserves and accrued expenses	\$ 21,597	\$ 26,067
Postretirement benefits	9,695	9,515
Employee compensation programs	13,476	15,890
Deferred revenue	9,929	11,517
Net operating loss carryforwards of subsidiaries	5,494	11,066
Foreign tax credit carryforwards	26,614	18,629
Other	8,380	8,318
	95,185	101,002
Deferred income tax liabilities:		
Data files and other assets	(74,807)	(71,163)
Depreciation	(2,933)	(2,940)
Pension expense	(38,250)	(34,236)
Undistributed earnings of foreign subsidiaries	(33,649)	(28,891)
Other	(12,508)	(8,889)
	(162,147)	(146,119)
Net deferred income tax liability	\$ (66,962)	\$ (45,117)

</TABLE>

The Company's deferred income tax assets and liabilities at December 31, 2000 and 1999 are included in the accompanying consolidated balance sheets as follows:

<TABLE>
 <CAPTION>

(In thousands)	2000	1999
Deferred income tax assets	\$ 23,236	\$ 28,015
Deferred income tax liabilities	(90,198)	(73,132)
Net deferred income tax liability	\$ (66,962)	\$ (45,117)

</TABLE>

Accumulated undistributed retained earnings of Canadian subsidiaries amounted to approximately \$29,121,000 at December 31, 2000. No provision for Canadian withholding taxes or United States federal income taxes is made on these

earnings because they are considered by management to be permanently invested in those subsidiaries and, under the tax laws, are not subject to such taxes until distributed as dividends. If the earnings were not considered permanently invested, approximately \$1,456,000 of deferred income taxes would have been provided. Such taxes, if ultimately paid, may be recoverable as foreign tax credits in the United States.

6. Shareholders' Equity

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

Treasury Stock and Employee Benefits Trusts During 2000, 1999, and 1998, the Company repurchased 296,000, 6,944,000, and 4,555,000 of its own common shares through open market transactions at an aggregate cost of \$6,517,000, \$210,175,000, and \$161,797,000, respectively. At its January 1999 meeting, the Company's Board of Directors authorized an additional \$250,000,000 in share repurchases, and at December 31, 2000, approximately \$94 million remained available for future purchases. During 2000 and 1998, the Company reissued 341,000 and 164,000 treasury shares, respectively, in connection with acquisitions (Note 2). Also in 1998, the Company received 17,000 treasury shares in conjunction with the final settlement of a prior year acquisition.

In 1993, the Company established the Equifax Inc. Employee Stock Benefits Trust to fund various employee benefit plans and compensation programs and transferred 6,200,000 treasury shares to the Trust. In 1994 and 2000, the Company transferred 600,000 and 1,500,000 treasury shares, respectively, to two other employee benefits trusts. Shares held by the trusts are not considered outstanding for earnings per share calculations until released to the employee benefit plans or programs. During 2000, 39,830 shares were used for various employee incentive programs. In 1999, 364,354 shares were used, with 304,183 shares contributed to the Company's U.S. Retirement Plan and 60,171 shares used for various employee incentive programs. In 1998, 569,655 shares were used for a contribution to the Company's U.S. Retirement Plan, an employee stock purchase plan, and an employee bonus plan. The shares contributed to the U.S. Retirement Plan in 1998 (390,000 shares) were repurchased by the Company at the current market price and recorded as treasury stock.

Stock Options The Company's shareholders have approved several stock option plans which provide that qualified and nonqualified options may be granted to officers and employees at exercise prices not less than market value on the date of grant. Generally, options vest proportionately over a four-year period and are exercisable for ten years from grant date. Certain of the plans also provide for awards of restricted shares of the Company's common stock. At December 31, 2000, there were 1,311,000 shares available for future option grants and restricted stock awards.

A summary of changes in outstanding options and the related weighted average exercise price per share is shown in the following table:

<TABLE>
<CAPTION>

(Shares in thousands)	2000		1999		1998	
	Shares	Average Price	Shares	Average Price	Shares	Average Price
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, beginning of year	10,563	\$24.14	7,820	\$22.40	6,582	\$14.89
Granted:						
At market price	1,841	\$22.39	3,924	\$27.62	2,581	\$34.90
In excess of market price	-	-	-	-	271	\$45.97
Canceled	(924)	\$28.75	(591)	\$34.42	(388)	\$28.61
Exercised	(1,782)	\$13.70	(590)	\$13.39	(1,226)	\$11.20
Balance, end of year	9,698	\$25.22	10,563	\$24.14	7,820	\$22.40
Exercisable at end of year	6,069	\$22.13	5,165	\$17.95	4,230	\$15.35

</TABLE>

The following table summarizes information about stock options outstanding at December 31, 2000 (shares in thousands):

<TABLE>

<CAPTION>

Range of Exercise Prices	Options Outstanding			Options Exercisable		
	Shares	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	
<S>	<C>	<C>	<C>	<C>	<C>	
\$7.09 to \$21.50	3,244	5.4	\$16.45	3,141	\$16.30	
\$22.76 to \$24.44	2,619	8.2	\$23.49	1,467	\$23.50	
\$24.63 to \$36.88	3,280	6.2	\$32.63	1,201	\$30.97	
\$37.00 to \$49.03	555	6.9	\$40.94	260	\$43.94	
	9,698	6.5	\$25.22	6,069	\$22.13	

</TABLE>

The weighted-average grant-date fair value per share of options granted in 2000, 1999, and 1998 is as follows:

	2000	1999	1998
Grants at market price	\$ 6.14	\$9.95	\$13.27
Grants in excess of market price	-	-	\$ 6.63

The fair value of options granted in 2000, 1999, and 1998 is estimated on the date of grant using the Black-Scholes option-pricing model based on the following weighted average assumptions:

<TABLE>

<CAPTION>

<S>	<C>	<C>	<C>
	2000	1999	1998
Dividend yield	1.7%	1.4%	1.1%
Expected volatility	42.0%	42.4%	41.9%
Risk-free interest rate	6.5%	5.6%	5.6%
Expected life in years	2.3	4.0	4.3

</TABLE>

Performance Share and Long-Term Incentive Plans The Company has a performance share plan for certain key officers that provides for distribution of the Company's common stock at the end of three-year measurement periods based on the growth in earnings per share and certain other criteria. Recipients may elect to receive up to 50% of their distribution in cash based on the Company's common stock price at the end of the measurement period. No share units may be awarded under the plan after January 31, 2000. Units awarded during the year were none in 2000, 177,000 in 1999, and 187,000 in 1998. Award-date fair value per unit was \$36.88 in 1999, and \$32.69 in 1998. Units outstanding at December 31 were 294,778 in 2000, 443,412 in 1999, and 489,753 in 1998.

In 2000, the Company implemented a key management long-term incentive plan for certain key officers that provides for cash awards at the end of various length measurement periods based on the growth in earnings per share and/or various other criteria over the measurement period. For certain awards, the employee may elect to receive some or all of their distribution as an equity interest in the Company. Expense for these plans can vary between years due to revisions of estimates of future distributions under the plans, which are based on the likelihood that the performance criteria will be met. The total expense under these plans was a credit to expense of \$3,130,000 in 2000 and \$900,000 in 1999, and a charge to expense of \$4,213,000 in 1998.

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

<TABLE>

	2000		1999		1998	
	Reported	Pro Forma	Reported	Pro Forma	Reported	Pro Forma

<S>	<C>	<C>	<C>	<C>	<C>	<C>
Net income	\$228,022	\$211,910	\$215,877	\$201,006	\$193,433	\$184,690
=====						
Net income per share (basic)	\$ 1.70	\$ 1.58	\$ 1.57	\$ 1.46	\$ 1.37	\$ 1.31
=====						
Net income per share (diluted)	\$ 1.68	\$ 1.56	\$ 1.55	\$ 1.44	\$ 1.34	\$ 1.28
=====						

</TABLE>

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

7. Employee Benefits

In 1998, the Company adopted Statement of Financial Accounting Standards No. 132, "Employers' Disclosures about Pensions and Other Postretirement Benefits." This statement revises employers' disclosures about pension and other postretirement benefit plans. It does not change the measurement or recognition of these plans.

U.S. Retirement Plan The Company has a non-contributory qualified retirement plan covering most U.S. salaried employees. Benefits are primarily a function of salary and years of service. A reconciliation of the benefit obligation, plan assets, and funded status of the plan is as follows (in thousands):

<TABLE>

<CAPTION>

Change in benefit obligation	2000	1999

<S>	<C>	<C>
Benefit obligation at beginning of year	\$387,099	\$411,689
Service cost	4,494	5,089
Interest cost	29,016	27,587
Actuarial loss (gain)	(17,263)	(24,085)
Curtailments	(1,344)	(3,912)
Benefits paid	(29,219)	(29,269)

Benefit obligation at end of year	\$372,783	\$387,099
=====		

</TABLE>

<TABLE>

Change in plan assets	2000	1999

<S>	<C>	<C>
Fair value of plan assets at beginning of year	\$500,594	\$455,727
Actual return on plan assets	41,703	64,137
Employer contribution	-	10,000
Benefits paid	(29,219)	(29,270)

Fair value of plan assets at end of year	\$513,078	\$500,594
=====		
Funded status	\$140,295	\$113,495
Unrecognized actuarial (gain) loss	(54,925)	(39,300)
Unrecognized prior service cost	181	512

Prepaid pension cost	\$ 85,551	\$ 74,707
=====		

Assumptions used in accounting for the plan are as follows:

	2000	1999

Discount rate	8.00%	7.75%
Expected return on plan assets	9.50%	9.50%
Rate of compensation increase	4.25%	4.25%

Net pension income for the plan includes the following (income) expense components:

(In thousands)	2000	1999	1998

Service cost	\$ 4,494	\$ 5,089	\$ 4,351
Interest cost	29,016	27,587	27,562
Expected return on plan assets	(43,340)	(40,066)	(34,588)
Amortization of prior service cost	266	429	846

Recognized actuarial loss	-	407	1,517
Curtailment gain	(1,280)	(3,827)	-

Net pension income	\$(10,844)	\$(10,381)	\$ (312)
=====			

</TABLE>

The 2000 curtailment gain of \$1,280,000 related to the sale of the U.S. risk management business (Note 3), and was included as a component of the loss on sale of businesses recorded in other income. The 1999 curtailment gain of \$3,827,000 resulted from workforce reductions related to outsourcing certain administrative and data processing functions and the sale of three risk management offices.

At December 31, 2000, the plan's assets included 1,764,538 shares of the Company's common stock with a market value of approximately \$50,620,000.

Foreign Retirement Plans The Company maintains a defined benefits plan for most salaried employees in Canada. The aggregate fair market value of the Canadian plan assets approximates the plan's projected benefit obligation, which totaled \$24,922,000 and \$25,701,000 at December 31, 2000 and 1999, respectively. Prepaid pension cost for this plan was \$12,521,000 and \$12,027,000 at December 31, 2000 and 1999, respectively. The Company also maintains defined contribution plans for certain employees in the United Kingdom.

Supplemental Retirement Plan The Company maintains a supplemental executive retirement program for certain key employees. The plan, which is unfunded, provides supplemental retirement payments based on salary and years of service. The expense for this plan was \$2,994,000 in 2000, \$3,087,000 in 1999, and \$4,182,000 in 1998. The accrued liability for this plan at December 31, 2000 and 1999 was \$24,185,000 and \$26,371,000, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

Employee Retirement Savings Plan The Company's retirement savings plans provide for annual contributions, within specified ranges, determined at the discretion of the Board of Directors for the benefit of eligible employees in the form of cash or shares of the Company's common stock. Expense for these plans was \$3,562,000 in 2000, \$5,170,000 in 1999, and \$3,346,000 in 1998.

Postretirement Benefits The Company maintains certain unfunded healthcare and life insurance benefit plans for eligible retired employees. Substantially all of the Company's U.S. employees may become eligible for these benefits if they reach normal retirement age while working for the Company and satisfy certain years of service requirements. The Company accrues the cost of providing these benefits over the active service period of the employee. Expense for these plans was \$630,000 in 2000, \$1,480,000 in 1999, and \$1,969,000 in 1998. Expense in 2000 was reduced by an \$843,000 curtailment gain related to the sale of the U.S. risk management business (Note 3). The curtailment gain was included as a component of the loss on sale of businesses recorded in other income. The accrued liability for these plans at December 31, 2000 and 1999 was \$24,007,000 and \$24,386,000, respectively, and is included in other long-term liabilities in the accompanying consolidated balance sheets.

8. Commitments and Contingencies

Leases The Company's operating leases involve principally office space and office equipment. Rental expense relating to these leases was \$41,287,000 in 2000, \$40,232,000 in 1999, and \$36,493,000 in 1998.

Future minimum payment obligations for noncancelable operating leases exceeding one year are as follows as of December 31, 2000:

<TABLE>
<CAPTION>

(In thousands)	Amount

<S>	<C>
2001	\$ 34,038
2002	25,185
2003	18,936
2004	15,590
2005	13,982
Thereafter	100,865

	\$208,596
=====	

</TABLE>

Agreement with Computer Sciences Corporation The Company has an agreement with Computer Sciences Corporation and certain of its affiliates (CSC) under which CSC-owned credit reporting agencies utilize the Company's computerized credit database services. CSC retains ownership of its credit files and the revenues generated by its credit reporting activity. The Company receives a processing fee for maintaining the database and for each report supplied. The initial term of the agreement expired in July 1998 and was renewable at the option of CSC for successive ten-year periods. CSC has renewed the agreement for the ten-year

period beginning August 1, 1998. The agreement provides CSC with an option to sell its credit reporting businesses to the Company and provides the Company with an option to purchase CSC's credit reporting businesses if CSC does not elect to renew the agreement or if there is a change in control of CSC while the agreement is in effect. Both options expire in 2013. The option price is determined by appraisal.

On November 25, 1997, CSC exercised an option, also contained in the agreement, to sell its collection businesses to the Company at a purchase price of approximately \$38 million. Subsequent to November 25, 1997, the Company determined that the fair value of the business being sold (based on its estimated discounted cash flows) was less than the contractual purchase price because a major contract expiring in 1998 would not be renewed. Accordingly, in the fourth quarter of 1997, the Company recorded a \$25,000,000 charge (\$14,950,000 after tax, or \$.10 per share) to reflect a valuation loss on this acquisition, with a corresponding \$25,000,000 liability included in other current liabilities. This transaction was finalized in the second quarter of 1998, and the \$25,000,000 liability was reclassified to reduce the amount of goodwill recorded with the acquisition. In October 1998, this business was sold for approximately the carrying amount of its net assets.

Data Processing Services Agreements The Company has separate agreements with IBM, EDS, and Xerox Connect which outsource portions of its computer data processing operations and related functions, and expire between 2004 and 2009. The aggregate contractual obligation remaining under these agreements is currently estimated to be approximately \$1.105 billion as of December 31, 2000, with no future year expected to exceed \$150 million. However, these amounts could be more or less depending on various factors such as the inflation rate, the introduction of significant new technologies, or changes in the Company's data processing needs as a result of acquisitions or divestitures. Under certain circumstances (e.g., a change in control of the Company, or for the Company's convenience), the Company may terminate these agreements. However, the agreements provide that the Company must pay a significant termination charge in the event of such a termination.

Change in Control Agreements The Company has agreements with 21 of its officers which provide severance pay and benefits in the event of a termination of the officer's employment under certain circumstances following a "change in control" of the Company. "Change in control" is defined as the accumulation by any person, entity, or group of 20% or more of the combined voting power of the Company's voting stock or the occurrence of certain other specified events. In the event of a "change in control," the Company's performance share plan provides that all shares designated for future distribution will become fully vested and payable, subject to the achievement of certain levels of growth in earnings per share and other criteria. At December 31, 2000, the maximum contingent liability under the agreements and plans was approximately \$21,316,000.

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

9. Quarterly Financial (Unaudited)

Quarterly operating revenue and operating income by reportable segment (Note 10) and other summarized quarterly financial data for 2000 and 1999 are as follows (in thousands, except per share amounts):

<TABLE>
<CAPTION>

2000	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Operating revenue:				
Information Services:				
North American Information Services	\$163,594	\$170,470	\$170,533	\$168,718
Consumer Information Services	-	24,314	42,918	43,300
Equifax Europe	36,054	36,013	34,749	36,542
Equifax Latin America	28,943	29,696	30,715	30,166
Divested Operations	42,697	42,586	42,419	4,842
Other	2,409	2,409	2,409	2,409
	273,697	305,488	323,743	285,977

</TABLE>

<TABLE>
<CAPTION>

2000	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Payment Services:				
Card Solutions	119,138	129,971	131,204	137,122
Check Solutions	58,246	62,754	62,959	75,582

	177,384	192,725	194,163	212,704
	\$451,081	\$498,213	\$517,906	\$498,681
Operating income (loss):				
Information Services:				
North American Information Services	\$ 60,048	\$ 70,567	\$ 71,737	\$ 72,171
Consumer Information Services	-	(1,973)	3,298	6,577
Equifax Europe	893	2,697	3,124	6,302
Equifax Latin America	4,703	5,505	7,842	6,953
Divested Operations	4,749	4,558	5,187	(685)
Other	2,217	2,217	2,217	2,217
	72,610	83,571	93,405	93,535
Payment Services:				
Card Solutions	17,791	28,388	31,288	32,194
Check Solutions	8,694	10,699	10,830	14,134
	26,485	39,087	42,118	46,328
General Corporate Expense				
	(11,491)	(13,692)	(9,590)	(6,951)
	\$ 87,604	\$108,966	\$125,933	\$132,912
Net income				
	\$ 42,227	\$ 53,078	\$ 64,317	\$ 68,400
Net income per common share (basic) ¹				
	\$0.32	\$0.40	\$0.48	\$0.51
Net income per common share (diluted) ¹				
	\$0.31	\$0.39	\$0.47	\$0.50

</TABLE>

¹ Quarterly per share amounts do not add to the amounts shown in the consolidated statements of income due to rounding.

<TABLE>

<CAPTION>

1999	First	Second	Third	Fourth
<S>	<C>	<C>	<C>	<C>
Operating revenue:				
Information Services:				
North American Information Services	\$154,880	\$161,048	\$157,911	\$159,288
Consumer Information Services	-	-	-	-
Equifax Europe	34,409	36,644	35,503	42,155
Equifax Latin America	29,921	32,520	32,581	30,516
Divested Operations	48,756	46,363	40,877	39,034
Other	2,409	2,409	2,409	2,409
	270,375	278,984	269,281	273,402
Payment Services:				
Card Solutions	100,630	107,329	115,389	120,036
Check Solutions	50,499	56,273	59,695	70,801
	151,129	163,602	175,084	190,837
	\$421,504	\$442,586	\$444,365	\$464,239
Operating income (loss):				
Information Services:				
North American Information Services	\$ 59,910	\$ 65,941	\$ 67,779	\$ 67,396
Consumer Information Services	-	-	-	-
Equifax Europe	(2,821)	(1,326)	967	6,449
Equifax Latin America	4,187	5,047	7,447	6,273
Divested Operations	6,902	5,792	3,217	3,002
Other	2,217	2,217	2,217	2,217
	70,395	77,671	81,627	85,337
Payment Services:				
Card Solutions	22,674	21,659	24,072	28,550
Check Solutions	5,963	8,948	10,684	12,979
	28,637	30,607	34,756	41,529
General Corporate Expense				
	(10,222)	(11,398)	(4,214)	(10,186)
	\$ 88,810	\$ 96,880	\$112,169	\$116,680
Net income				
	\$ 43,901	\$ 52,106	\$ 58,098	\$ 61,772

Net income per common share (basic) ¹	\$0.32	\$0.38	\$0.42	\$0.46
Net income per common share (diluted)	\$0.31	\$0.37	\$0.42	\$0.45

</TABLE>

1 Quarterly per share amounts do not add to the amounts shown in the consolidated statements of income due to rounding.

10. Segment Information

Effective January 1, 1998, the Company adopted Statement of Financial Accounting Standards No. 131 (SFAS 131), "Disclosures About Segments of an Enterprise and Related Information." In the fourth quarter of 2000, the Company changed its segment reporting structure to more closely match management's internal reporting of business operations. Significant changes included grouping the segments into the two major product groups (see below), reclassifying the divested risk management and vehicle information operations (Note 3) out of North America and Europe, and breaking out Card Solutions and Check Solutions within Payment Services. The 1999 and 1998 segment data has been restated to conform with the current year presentation.

The Company's operations are primarily organized by its two major product groups, Information Services and Payment Services. Information Services are organized in six reportable segments, with three segments based on credit related products within geographic region (North America, Europe, and Latin America), and three segments based on other criteria (Consumer Information Services, Divested Operations, and Other). Payment Services are organized in two reportable segments, Card Solutions and Check Solutions. The accounting policies of the segments are the same as those described in the Company's summary of significant accounting and reporting policies (Note 1). The Company evaluates the segment performance based on its operating income before unusual items (if any). Intersegment sales and transfers are not material.

A description of segment product and services is as follows:

North American Information Services Consumer credit information; credit card marketing services; locate services; fraud detection and prevention services; mortgage loan origination information; analytics and consulting; commercial credit reporting in Canada; Internet identity verification and digital certificate services; and through September 2000, risk management and collection services.

Consumer Information Services Consumer demographic and lifestyle information, and directories of residents and businesses.

Equifax Europe Consumer and commercial credit information and marketing services, credit scoring and modeling services, and, through December 2000, auto lien information.

Equifax Latin America Consumer and commercial credit information and other commercial, financial, and consumer information.

Divested Operations Include the businesses divested in the fourth quarter of 2000, including the risk management businesses in the U.S., Canada, and the U.K., as well as the vehicle information business in the U.K. (Note 3).

Other Lottery services.

Card Solutions Credit and debit card authorization and processing; credit card marketing enhancement; and software products to manage credit card, merchant, and collection processing.

Check Solutions Check guarantee and verification services.

Segment information for 2000, 1999, and 1998 is as follows (dollars in thousands):

<TABLE>

	2000	1999	1998
<S>	<C>	<C>	<C>
Operating Revenue:			
Information Services:			
North American Information Services	\$ 673,315	\$ 633,127	\$ 616,708
Consumer Information Services	110,532	-	-
Equifax Europe	143,358	148,711	127,001
Equifax Latin America	119,520	125,538	103,923
Divested Operations	132,544	175,030	197,589
Other	9,636	9,636	9,636
	1,188,905	1,092,042	1,054,857
Payment Services:			
Card Solutions	517,435	443,384	357,014

Check Solutions	259,541	237,268	209,107
	776,976	680,652	566,121
	\$1,965,881	\$1,772,694	\$1,620,978
=====			
Operating Income (loss):			
Information Services:			
North American Information Services	\$ 274,523	\$ 261,026	\$ 248,064
Consumer Information Services	7,902	-	-
Equifax Europe	13,016	3,269	(6,977)
Equifax Latin America	25,003	22,954	21,408
Divested Operations	13,809	18,913	22,761
Other	8,868	8,868	8,866
	343,121	315,030	294,122

Payment Services:			
Card Solutions	109,661	96,955	78,412
Check Solutions	44,357	38,574	30,903
	154,018	135,529	109,315

General Corporate Expense	(41,724)	(36,020)	(37,785)
	\$ 455,415	\$ 414,539	\$ 365,652
=====			
Total Assets at December 31:			
Information Services:			
North American Information Services	\$ 607,421	\$ 490,339	\$ 446,500
Consumer Information Services	264,759	-	-
Equifax Europe	225,353	224,870	245,006
Equifax Latin America	251,628	277,015	341,834
Divested Operations	-	193,841	183,224
Other	2,948	3,951	3,517
	1,352,109	1,190,016	1,220,081

Payment Services:			
Card Solutions	415,843	418,662	419,389
Check Solutions	83,365	80,984	78,376
	499,208	499,646	497,765

Corporate	218,320	150,119	110,949
	\$2,069,637	\$1,839,781	\$1,828,795
=====			

</TABLE>

<TABLE>

	2000	1999	1998
	<C>	<C>	<C>
Depreciation and Amortization:			
Information Services:			
North American Information Services	\$ 47,821	\$ 40,328	\$ 35,637
Consumer Information Services	10,840	-	-
Equifax Europe	17,893	17,093	12,076
Equifax Latin America	15,680	16,430	12,513
Divested Operations	7,769	9,802	10,254
Other	768	768	768
	100,771	84,421	71,248

Payment Services:			
Card Solutions	35,907	28,362	20,752
Check Solutions	6,642	7,266	6,957
	42,549	35,628	27,709

Corporate	5,463	5,214	4,868
	\$148,783	\$125,263	\$103,825
=====			

	2000	1999	1998
Capital Expenditures (excluding property and equipment and other assets acquired in acquisitions):			
Information Services:			
North American Information Services	\$ 35,232	\$ 35,482	\$ 34,120
Consumer Information Services	5,330	-	-
Equifax Europe	13,761	14,595	20,147
Equifax Latin America	12,340	10,108	4,874

Divested Operations	1,388	4,799	3,321
Other	-	-	-
	68,051	64,984	62,462
Payment Services:			
Card Solutions	35,478	47,502	37,053
Check Solutions	3,302	2,609	10,840
	38,780	50,111	47,893
Corporate	3,831	5,776	8,977
	\$110,662	\$120,871	\$119,332

</TABLE>

Financial information by geographic area is as follows:

<TABLE>

<CAPTION>

	2000		1999		1998	
	Amount	%	Amount	%	Amount	%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenue						
(based on location of customer):						
United States	\$1,415,153	72%	\$1,233,983	70%	\$1,174,733	72%
Canada	99,849	5	97,251	5	96,628	6
United Kingdom	200,195	10	198,333	11	184,161	12
Brazil	127,367	6	115,985	7	62,253	4
Other	123,317	6	127,142	7	103,203	6
	\$1,965,881	100%	\$1,772,694	100%	\$1,620,978	100%

Long-lived assets at December 31:

United States	\$ 859,569	59%	\$ 557,960	45%	\$ 511,482	39%
Canada	96,773	7	107,687	9	96,840	7
United Kingdom	138,832	9	212,651	17	215,254	16
Brazil	207,230	14	220,298	18	347,355	27
Other	162,324	11	131,752	11	137,499	11
	\$1,464,728	100%	\$1,230,348	100%	\$1,308,430	100%

</TABLE>

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS
AND REPORT OF MANAGEMENT

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Equifax Inc:

We have audited the accompanying consolidated balance sheets of Equifax Inc. (a Georgia corporation) and subsidiaries as of December 31, 2000 and 1999 and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 2000. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Equifax Inc. and subsidiaries as of December 31, 2000 and 1999 and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2000 in conformity with accounting principles generally accepted in the United States.

/s/Arthur Andersen LLP
Atlanta, Georgia
February 23, 2001

REPORT OF MANAGEMENT

The consolidated financial statements presented in this report, which were prepared by the Company, are based on generally accepted accounting principles applied on a consistent basis and are considered by management to reflect the financial position of the Company at December 31, 2000 and 1999, and the results of operations and cash flows for each of the three years in the period ended December 31, 2000.

The integrity and objectivity of the data in these financial statements, including estimates and judgments relating to matters not concluded by year-end, are the responsibility of management. The Company and its subsidiaries maintain accounting systems and related controls, including a detailed budget and reporting system, to provide reasonable assurance that financial records are reliable for preparing the consolidated financial statements and for maintaining accountability of assets. The system of controls also provides assurance that assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization. Periodic reviews of the systems and controls are performed by the Company's internal auditors.

The system of controls includes the careful selection of people, a division of responsibility consistent with cost effectiveness, and the application of formal policies and procedures that are consistent with good standards of accounting and administrative practices.

/s/Philip J. Mazzilli

Philip J. Mazzilli
Executive Vice President
and Chief Financial Officer

SUBSIDIARIES

Registrant - Equifax Inc. (a Georgia corporation).

The Registrant owns, directly or indirectly, 100% of the stock or equity of the following subsidiaries as of March 20, 2001 (all of which are included in the consolidated financial statements):

Name of Subsidiary	State or Country of Incorporation
-----	-----
3032423 Nova Scotia Company(34)	Canada
3651754 Canada Inc. (25)	Canada
AIF Srl(33)	Italy
Acrofax Inc.(1)	Canada
Aircrown Ltd. (21)	England
Brentorian Ltd. (16)	United Kingdom
Card Brazil Holdings, Inc.(6)	Georgia
Card Brazil LLC(29)	Georgia
CBI Ventures, Inc.(1)	Georgia
Central Credit Services Ltd.(21)	Scotland
Compliance Data Center, Inc.	Georgia
Compusearch Inc.(8)	Canada
Computer Ventures, Inc.(1)	Delaware
Credence, Inc.	Georgia
Credit Northwest Corporation(1)	Washington
Dicom S.A.(18)	Chile
Equifax Asia Pacific Holdings, Inc.	Georgia
Equifax Australia Plc(21)	England
Equifax Canada Inc.(2)	Canada
Equifax Card Services, Inc.(3)	Florida
Equifax Card Solutions Australia Pty Ltd.(20)	Australia
Equifax Card Solutions Ltd.(12)	England
Equifax Card Solutions S.A.(9)	France
Equifax (Cayman Islands) Ltd.(28)	Cayman Islands
Equifax Check Services, Inc.(3)	Delaware
Equifax City Directory Canada, Inc.(8)	Canada
Equifax City Directory, Inc.	Georgia
Equifax Commercial Services Ltd.(9)	Ireland
Equifax Consumer Services, Inc.	Georgia
Equifax Credit Information Services, Inc.	Georgia
Equifax de Chile, S.A.(17)	Chile
Equifax Decision Systems, B.V.	The Netherlands
Equifax de Mexico Sociedad de Informacion Crediticia, S.A.(30)(31)	Mexico
Equifax do Brasil Holdings Ltda.(17)	Brazil
Equifax Direct Marketing Solutions, Inc.	Georgia
Equifax E-Banking Solutions, Inc.(3)	Georgia
Equifax Europe Inc.	Georgia
Equifax Europe (U.K.) Ltd.(12)	United Kingdom
Equifax Finance (1), Inc.(1)	Georgia
Equifax Finance (2), Inc.(1)	Georgia
Equifax Financial Services (25)	Canada
Equifax Healthcare Information Services, Inc.	Georgia
Equifax Holdings (Mexico) Inc.	Georgia
Equifax Information Technology, Inc.	Georgia
Equifax Investment (South America) LLC(17)	Georgia
Equifax Investments (Mexico) Inc.	Georgia
Equifax Investments (U.S.) Inc.	Georgia
Equifax (Isle of Man) Ltd.(9)	Isle of Man
Equifax Italy Holdings, Srl(26)(27)	Italy
Equifax Italy, Srl(32)	Italy
Equifax Knowledge Engineering, Inc.	Arizona
Equifax Ltd.(21)	New Zealand
Equifax Luxembourg (No. 2) S.A.	Luxembourg
Equifax Luxembourg S.A.	Luxembourg
Equifax Payment Recovery Services, Inc.(4)	Georgia
Equifax Payment Services, Inc.	Delaware
Equifax Peru S.r.l.(17)	Peru
Equifx Plc(9)	England
Equifax Properties, Inc.	Georgia
Equifax Pty Ltd.(21)	Australia
Equifax Real Estate Mortgage Solutions, LLC(1)	Georgia
Equifax-Rochester, Inc.(1)	New York
Equifax Secure, Inc.	Georgia

Equifax South America, Inc.	Georgia
Equifax SNC(22)	France
Equifax U.K. Finance Ltd.(27)	England
Equifax U.K. Finance (No. 2)(26)	England
Equifax Ventures, Inc.	Georgia
Financial Insurance Marketing Group, Inc.(3)	District of Columbia
First Bankcard Systems, Inc.	Georgia
Global Scan Ltd.(13)	England
Global Scan Investments Ltd.(14)	United Kingdom
High Integrity Systems, Inc.(3)	California
H.P. Information Plc(15)	United Kingdom
Infocheck On-line Ltd.(13)	United Kingdom
Infolink Decision Services Ltd.(15)	United Kingdom
Infolink Ltd.(15)	England
Light Signatures, Inc.(3)	California
Payment South America Holdings, Inc.(5)	Georgia
Payment South America LLC(6)	Georgia
Procard S.A.(18)	Chile
Propago S.A.(18)	Chile
Prospects Unlimited Canada Inc.(8)	Canada
Retail Credit Management Ltd.(21)	England
Schoolhouse U.K. Ltd. (21)	England
SEK S.r.l.(33)	Italy
Telecredit Canada Inc.(8)	Canada
The Database Company Ltd.(11)	Ireland
The Infocheck Group Ltd.(12)	England
Transax France Plc(21)	England
Transax (Ireland) Ltd.(21)	Ireland
Transax Plc(12)	England
UAPT-Infolink Plc(12)	United Kingdom
Verdad Informatica De Costa Rica, S.A.(7)	Costa Rica

Registrant's subsidiary Equifax Europe Inc. owns 59.24489% of the stock of Equifax Iberica, S.L. (Spain), which owns 95% of the stock of ASNEF/Equifax Servicios de Informacion Sobre Solvencia y Credito S.L. (Spain); 100% of the stock of Dicodi, S.A. (Spain); 100% of the stock of Informacion Tecnica Del Credito S.L. (Spain); 100% of the

stock of Via Ejecutiva S.A. (Spain); and 29.622% of the stock of Credinformacoes, Informacoes de Credito, LDA (Portugal), along with Equifax Decision Systems, B.V., wholly-owned subsidiary of Equifax Inc., which owns 25%.

Registrant's subsidiary Equifax South America, Inc. owns 79% of the stock of Organizacion Veraz, S.A. (Argentina).

Registrant's subsidiary Equifax Europe Inc. owns 49% of the stock of Precision Marketing Information Ltd. (Ireland).

Registrant's subsidiary Equifax South America, Inc. owns 100% of the stock of Equifax do Brasil Holdings Ltda., which owns 59.333% of the stock of Unnisa-Solucoes em Meios de Pagamento Ltda (Brazil), 80% of the stock of Equifax do Brasil Ltda (Brazil), 51% of the stock of Partech Ltda (Brazil); and 100% of the stock of Equifax de Chile, S.A., which owns 100% of the stock of Dicom S.A., which owns 49% of the stock of Dicom of CentroAmerica (El Salvador), along with Equifax South America, Inc., wholly-owned subsidiary of Equifax Inc., which owns 2%, and 35% of the stock of InfoCorp S.A. (Peru), along with Equifax Peru S.r.l., wholly-owned subsidiary of Equifax South America, Inc., which owns 16%.

Registrant's subsidiary Equifax Credit Information Services, Inc. owns 60% of FT/E Mortgage Solutions, LLC (Delaware) and 100% of Equifax Real Estate Mortgage Solutions, LLC which owns 59.4% of Total Credit Services, L.P. (Delaware)

(1)Subsidiary of Equifax Credit Information Services, Inc.

(2)Subsidiary of Acrofax Inc.

(3)Subsidiary of Equifax Payment Services, Inc.

(4)Subsidiary of Equifax Check Services, Inc.

(5)Subsidiary of Equifax Card Services, Inc.

(6)Subsidiary of Payment South America Holdings, Inc.

(7)Subsidiary of Equifax Direct Marketing Solutions, Inc.

(8)Subsidiary of Equifax Canada Inc.

(9)Subsidiary of Equifax Europe Inc.

(10)Subsidiary of Equifax Secure, Inc.

(11)Subsidiary of Equifax Commercial Services Ltd.

(12)Subsidiary of Equifax Plc

(13)Subsidiary of The Infocheck Group Ltd.

(14)Subsidiary of Global Scan Ltd.

- (15) Subsidiary of UAPT-Infolink Plc
- (16) Subsidiary of Infolink Ltd.
- (17) Subsidiary of Equifax South America, Inc.
- (18) Subsidiary of Equifax de Chile, S.A.
- (19) Subsidiary of Dicom, S.A.
- (20) Subsidiary of Equifax Asia Pacific Holdings, Inc.
- (21) Subsidiary of Transax Plc
- (22) Subsidiary of Transax France Plc
- (23) Subsidiary of Equifax Australia Plc
- (24) Subsidiary of Equifax Finance (1), Inc.
- (25) Subsidiary of 3032423 Nova Scotia Company
- (26) Subsidiary of Equifax Luxembourg (No. 2) S.A.

- (27) Subsidiary of Equifax Luxembourg S.A.
- (28) Subsidiary of Equifax do Brasil Holdings Ltda.
- (29) Subsidiary of Card Brazil Holdings, Inc.
- (30) Subsidiary of Equifax Holdings (Mexico) Inc.
- (31) Subsidiary of Equifax Investments (Mexico) Inc.
- (32) Subsidiary of Equifax Italy Holdings, Srl
- (33) Subsidiary of Equifax Italy, Srl
- (34) Subsidiary of Equifax Finance (2), Inc.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation of our report included in this Form 10-K into the Company's previously filed Registration Statements on Form S-3 or Form S-8, File No. 33-40011, File No. 33-58734, File No. 33-34640, File No. 33-71202, as amended, File No. 33-66728, File No. 33-71200, File No. 33-82374, File No. 33-86018, File No. 33-86978, File No. 33-58627, File No. 33-63001, File No. 333-12961, File No. 33-04583, as amended, File No. 333-42613, File No. 333-42955, File No. 333-47599, File No. 333-52201, File No. 333-52203, File No. 333-68421, File No. 333-68477, File No. 33-54764 and File No. 33-46702.

ARTHUR ANDERSEN LLP

/s/Arthur Andersen LLP

Atlanta, Georgia
March 29, 2001

[EFX LOGO]
Notice of 2001 Annual Meeting
and Proxy Statement
[Equifax LOGO]

[LOGO OF EQUIFAX]
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309

March 30, 2001

DEAR SHAREHOLDERS:

We invite you to attend the 2001 annual meeting of shareholders on Wednesday, May 2, 2001, at 10:00 a.m. (EST) in the Georgia Center for Advanced Telecommunications Technology, 250 Fourteenth Street, N.W., Atlanta, Georgia.

At this meeting, you will hear a current report on the activities of the Company, and you will have the opportunity to meet your directors and executives.

Attached are the notice of the meeting and the proxy statement. The proxy statement tells you more about the agenda and procedures for the meeting. It also describes how the Board operates and gives personal information about our directors and director nominees. Please read these materials so that you'll know what we plan to do at the meeting. Please review the accompanying proxy card and provide us with your proxy instructions as soon as possible. This way, your shares will be voted as you direct even if you cannot attend the meeting.

On behalf of the officers and directors, I thank you for your interest in Equifax and your confidence in our future.

Very truly yours,

/s/ Thomas F. Chapman
THOMAS F. CHAPMAN
Chairman and Chief Executive Officer

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[Equifax logo]
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309

March 30, 2001

Equifax Inc. will hold its annual meeting of shareholders in the Georgia Center for Advanced Telecommunications Technology, 250 Fourteenth Street, N.W., Atlanta, Georgia, on Wednesday, May 2, 2001, at 10:00 a.m. (EST). The purpose of the meeting is to vote on the following items:

1. The election of four directors; and
2. Any other matters that may properly come before the meeting.

The record date for the annual meeting is February 28, 2001. Only shareholders of record at the close of business on February 28, 2001, can vote at the meeting.

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

PROXY STATEMENT

ABOUT THE MEETING

VOTING AND PROXIES

Persons who were shareholders of Equifax, as recorded in our stock register, on February 28, 2001 may vote at the meeting. On February 28, 2001, 143,127,560 shares of common stock were outstanding. Each shareholder has one vote for each share of common stock. This proxy statement contains information regarding items to be voted on at the meeting (see "Nominees for Election to Terms That Continue Until 2004" beginning on page 4) and other information regarding the Company.

Quorum and Vote Required

For an item to be considered at the annual meeting, a quorum, which is a majority of the shares entitled to be voted, must be present in person or represented by proxy. Votes withheld and "broker nonvotes" are counted as shares "present" for purposes of determining whether or not a quorum exists. A broker nonvote is where the shares held in brokerage accounts are not voted because a broker has not received voting instructions from the beneficial owner of the shares and does not have the discretionary authority to vote the shares.

If a quorum is present, directors will be elected (Item 1 -- The election of four directors) by a plurality of the votes cast. Votes withheld and broker nonvotes will not be included in vote totals and will not affect the outcome of the vote.

Information regarding the Board and the four nominees begins on page 4 of this proxy statement. In voting for directors, you can specify whether your shares should be voted for all, some or none of the nominees for director. If a director nominee for whom you authorize us to vote your proxy becomes unavailable before the meeting, your proxy authorizes us to vote for a replacement nominee if the Board names one. If you sign and return the proxy card, but do not specify how you want to vote your shares, we will vote them "For" the election of all nominees for director.

We do not expect any additional business to be presented to shareholders for a vote at the meeting. However, if other business is properly raised at the meeting on which a vote may properly be taken, your proxy card authorizes the people named as proxies to vote in accordance with their judgment.

About Proxies

Giving Equifax representatives your proxy means that you authorize them to vote your shares at the meeting in the manner you direct. You may receive more than one proxy card depending on how you hold your shares. Shares registered in your name and shares held in your Investor's Service Plan (dividend reinvestment) account are covered by one card. Equifax employees receive a separate card for any shares they hold in their 401(k) Retirement and Savings Plan. Also, if you hold shares through someone else, such as your stockbroker, you may get material from them asking how you want to vote.

You can revoke your proxy at any time before it is voted through one of the following four ways:

- (1) by sending a written statement of revocation to the Secretary of Equifax;
- (2) by voting again by telephone or Internet;
- (3) by submitting another proxy card that is properly signed with a later date; or
- (4) by voting in person at the meeting.

Instead of voting by proxy, you may also choose to vote in person at the meeting. However, we recommend that you vote by proxy even if you plan to attend the meeting.

Equifax pays the cost of soliciting proxies. We are paying Morrow & Co., Inc. a fee of \$6,000, plus expenses, to help with the solicitation. We will also reimburse brokers, nominees, fiduciaries and other custodians for their reasonable fees and expenses for sending these materials to you and getting your voting instructions. In addition to this mailing, Equifax employees may solicit proxies in person, by telephone, facsimile transmission or electronically.

ADDITIONAL INFORMATION

This proxy statement and the form of proxy will be mailed to shareholders beginning March 30, 2001. With this proxy statement, we are sending you Equifax's 2000 Annual Report, including consolidated financial statements. If you have questions or need more information about this proxy statement or the annual meeting, you may write to: Kent E. Mast, Corporate Vice President, General Counsel & Secretary, Equifax Inc., P.O. Box 4081, Atlanta, Georgia 30302.

SHAREHOLDER PROPOSALS FOR THE 2002 MEETING

The deadline for shareholder proposals to be included in the proxy materials for next year's annual meeting is November 24, 2001. Any proposal that a shareholder intends to present at next year's annual meeting other than through inclusion in the proxy materials must be received no later than February 7, 2002, or else proxies may be voted on such proposals at the discretion of the person or persons holding those proxies.

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DIRECTORS AND CORPORATE GOVERNANCE

The Board of Directors, which currently consists of 11 directors, is responsible for supervising management of the Company. The board met five times in 2000 and all directors attended at least 75% of the total of board meetings and the meetings of the respective committees on which they serve. Consistent with the Company's policies, Dr. Betty Siegel, who served as a director from 1987, retired earlier this year having attained the age of 70.

NOMINEES FOR ELECTION TO TERMS THAT CONTINUE UNTIL 2004 -- ITEM 1

The board is divided into three classes with approximately an equal number of directors in each class. Each class is elected for three-year terms. The board has nominated for terms expiring in 2004 the four candidates named below. Each of them is now a member of the board whose term will expire at this year's annual meeting. Each director will serve for three years or until he or she is succeeded by another qualified director.

The Board of Directors recommends that you vote "FOR" all nominees named in Item 1.

[PHOTO]

Lee A. Ault, III

Director since 1991. Chairman of the Board of In-Q-Tel, Inc., an information technology company, since August 1999. During the prior five years, he was a private investor following his retirement from the Company in 1992 as Chief Executive Officer of Telecredit, Inc. (now known as Equifax Payment Services, Inc.). He is also a director of Office Depot, Inc.; American Variable Insurance Series; and Pacific Crest Outward Bound School. Age: 64

[PHOTO]

John L. Clendenin

Director since 1982. Retired Chairman of the Board of BellSouth Corporation, a communications services company. He served as Chairman, President and Chief Executive Officer of BellSouth Corporation from October 1983 until his retirement in December 1996. He continued to serve as Chairman until December 1997. He is also a director of The Kroger Company; Coca-Cola Enterprises, Inc.; Springs Industries, Inc.; Home Depot Inc.; National Service Industries, Inc.; and Powerwave Technologies. Age: 66

[PHOTO]

A. William Dahlberg

Director since 1992. Chairman of the Board of Mirant Corporation, an international energy producer. Previously, since 1995, he served as Chairman and Chief Executive Officer of The Southern Company and, prior to that time, was President and Chief Executive Officer of Georgia Power Company. He is also a director of SunTrust Banks, Inc. and Protective Life Corporation. Age: 61

[PHOTO]

L. Phillip Humann

Director since 1992. Chairman, President and Chief Executive Officer of SunTrust Banks, Inc., a multi-bank holding company, since 1998. From 1991 to 1998 he served as President of SunTrust Banks. He is also a director of Coca-Cola Enterprises, Inc. and Haverty Furniture Companies, Inc. Age: 55

DIRECTORS WHOSE TERMS CONTINUE UNTIL 2003

[PHOTO]

Lee A. Kennedy

Director since 1999. President and Chief Operating Officer of Equifax Inc., since 1999. Before assuming his current position, Mr. Kennedy served as Executive Vice President and Group Executive, Equifax Payment Services from 1995 to 1997. Age: 50

[PHOTO]

Larry L. Prince

Director since 1988. Chairman of the Board and Chief Executive Officer of Genuine Parts Company, an automotive parts wholesaler from 1990. He is also a director of SunTrust Banks, Inc.; Crawford & Co.; Southern Mills, Inc.; and John H. Harland Company. Age: 62

[PHOTO]

Louis W. Sullivan, M.D.

Director since 1995. President of Morehouse School of Medicine, a private medical school located in Atlanta, Georgia, since 1993. From March 1989 to January 1993, he was Secretary of the U.S. Department of Health and Human Services. He is also a director

of Minnesota Mining and Manufacturing Company; Bristol-Myers Squibb; CIGNA Corporation; Georgia-Pacific Corporation; and Household International. Age: 67

[PHOTO]

Jacquelyn M. Ward

Director since 1999. Outside Managing Director of Intec Telecom Systems, PLC, a telecommunications systems and software company. Previously, Ms. Ward was President and Chief Executive Officer of Computer Generation Incorporated for more than five years. She is also a director of SCI Systems, Inc.; Trigon Blue Cross Blue Shield; Bank of America; Matria Healthcare, Inc.; Premiere Technologies, Inc.; Profit Recovery Group; and Flowers Industries, Inc. Age: 62

DIRECTORS WHOSE TERMS CONTINUE UNTIL 2002

[PHOTO]

Thomas F. Chapman

Director since 1994. Became Chairman and Chief Executive Officer of Equifax Inc. in May 1999 and was previously President and Chief Executive Officer of the Company (1998-1999); President and Chief Operating Officer (1997- 1998) and Executive Vice President and Group Executive of the Company's former Financial Services Group (1993-1997). He is also a director of The Southern Company. Age: 57

[PHOTO]

Robert P. Forrestal

Director since 1996. Since 1998, Of Counsel to Smith, Gambrell & Russell, a law firm located in Atlanta, Georgia, where he was previously a partner (1996-1998). He was President and Chief Executive Officer of the Federal Reserve Bank of Atlanta from 1983 to 1995. He is also a director of Genuine Parts Company; ING North America Company; and ING Advisory Council (The Netherlands). Age: 69

[PHOTO]

D. Raymond Riddle

Director since 1989. Since 1996, retired Chairman of the Board and Chief Executive Officer of National Service Industries, Inc., a diversified manufacturing and service company. He is also a director of AGL Resources Inc.; Atlantic American Corporation; Munich American Reassurance Company; and AMC, Inc. Age: 67

COMPENSATION OF DIRECTORS

The compensation of non-employee directors consists of cash and stock options. Employee directors are not paid for their service as directors. The Company's bylaws require all directors to own Equifax stock while serving as a director.

Director Fees:

<TABLE>	<C>
<S>	
Annual board membership fee.....	\$20,000
Annual Executive Committee membership fee.....	\$ 4,000
Annual Committee Chairman fee.....	\$ 4,000
Attendance fee for each board and committee meeting.....	\$ 1,000

</TABLE>

Deferred Compensation Plan. Under this plan, a non-employee director may defer up to 100% of his or her fees and invest them in either an interest bearing account (earning the prime lending rate) or Equifax common stock units. Each common stock unit is equal in value to a share of Equifax common stock, and earns additional stock units equal in value to dividends paid. In general, deferred amounts are not paid until after the director retires from the board. The amounts are then paid, at the director's option, either in a lump sum or in annual installments over a period of up to ten years. All directors participating in the Plan have elected to invest all deferred fees in Equifax common stock units.

Stock Option Plan. Each year on the date of the annual shareholders' meeting, non-employee directors receive an option to purchase 2,000 shares of Equifax common stock. The exercise price is equal to the fair market value of the common stock on that day. These options become fully vested one year after the date granted and expire five years after the date of grant.

 COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors appoints committees to help carry out its duties. Board committees work on key issues in greater detail than is generally possible at full board meetings. Each committee reviews the results of its meetings with the full Board. Currently the Board has four committees, each of which is described below. The table that follows indicates the membership and number of meetings in

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2000 of each committee. All directors attended at least 75% of the total Board meetings and the meetings of the respective committees on which they serve.

<TABLE>
 <CAPTION>

Director	Executive	Audit	Compensation and Human Resources	Public Issues*
<S> No. of meetings in 2000	<C> 5	<C> 5	<C> 3	<C> 0
Ault				X
Chapman	Chairman			X
Clendenin	X			
Dahlberg	X	Chairman		
Forrestal		X	X	
Humann			X	
Kennedy	X			
Prince			Chairman	
Riddle	X	X		
Sullivan		X		
Ward		X		

</TABLE>

* In accordance with the Company's policies Dr. Betty Siegel, formerly Chairman of the Public Issues Committee, retired earlier this year upon attaining the age of 70.

Executive Committee. Exercises the powers of the Board in managing the business and property of the Company during the intervals between Board meetings, subject to Board discretion, and also recommends nominees for election as director. Shareholder nominations for director should be submitted in writing to the Company's Secretary in accordance with the Company's bylaws.

Audit Committee. Responsible, pursuant to written charter, for review of (1) the Company's financial reports and other financial information, (2) systems of internal controls regarding finance, accounting, legal, compliance and ethics, and (3) auditing, accounting and financial reporting processes. The Committee recommends to the Board the selection of independent public accountants to audit the Company's books and records and also consults with the independent accountants to review and approve the scope of their audit and other work. The committee meets with management and the director of internal audit as necessary. A copy of the Audit Committee charter is included in this Proxy Statement as Appendix A.

Compensation and Human Resources Committee. Responsible, pursuant to written charter, for approving and monitoring executive

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compensation plans, policies and programs. The committee also approves the compensation of and grants made to the Company's senior management; although, the salary and incentive compensation awards of the Chief Executive Officer must be ratified by the Board of Directors. The committee also advises management on succession and other significant human resources matters, monitors the effectiveness and funding of the U.S. Retirement Income Plan and 401(k) Retirement and Savings Plan and approves or reviews significant employee benefit plan actions.

Public Issues Committee. This committee monitors, as necessary, public issues of interest to the shareholders, the Company, the business community or the general public and makes recommendations to the Board and Company management.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Mr. Humann is Chairman, President and Chief Executive Officer of SunTrust Banks, Inc., and Mr. Prince serves as a director of SunTrust Banks, Inc. which owns SunTrust Bank. In 2000, the Company was indebted, in the ordinary course of its business, to SunTrust Bank. The highest amount owed to SunTrust Bank in 2000 was \$71,160,000 and the Company was charged competitive rates of interest. The Company currently has a committed revolving credit agreement with SunTrust Bank and nine other commercial banks under which the Company can borrow up to \$750 million for general corporate purposes over a five-year period. Rates of interest charged under this credit agreement are competitive.

In connection with the October, 2000 sale of the Company's collection services business, the Company provided a group of banks a guarantee in an amount of up to \$65.5 million. SunTrust purchased and funded a portion of this financing, and as of December 31, 2000 SunTrust's amount outstanding under this facility was \$14,430,050.

Prior to joining the Company in November 2000 as Corporate Vice President, General Counsel & Secretary, Kent E. Mast was a partner with the law firm Kilpatrick Stockton LLP, one of several law firms that the Company uses for various matters. In 2000, the Company paid \$4,387,013 to Kilpatrick Stockton LLP for legal services rendered.

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INFORMATION REGARDING INDEPENDENT PUBLIC ACCOUNTANTS

The Board has approved selection of Arthur Andersen LLP as the Company's independent accountants to audit Equifax's books of account and other corporate records for 2001. Representatives of Arthur Andersen LLP will be present at the annual meeting, will have the opportunity to make a statement if they desire and will be available to answer questions.

Fees Paid to Independent Public Accountants

<S>	<C>
Audit Fees	
Fees relating to audit of the Company's annual financial statements for 2000 and the reviews of the financial statements filed on Forms 10-Q in 2000.	\$ 970,000

Fees for Information Systems Services	
Financial Information Systems Design and Implementation Fees.	\$ 0

All Other Fees	
Fees paid for all other services (Other fees consists of \$1,104,000 of tax services related to the spin-off of Payment Services, \$600,000 for tax compliance and tax consulting, \$490,000 for SAS 70 reviews and other services, plus \$2,983,000 to Andersen Consulting (an affiliate of Arthur Andersen prior to its separation on August 7, 2000) for assistance in developing processes for the Company's marketing services business).	\$5,177,000

Board Audit Committee Report

The Audit Committee oversees the Company's financial reporting process and internal controls on behalf of the Board of Directors. The Committee is composed of independent directors and operates under a written charter

approved by the board. A copy is attached as Appendix A to this Proxy Statement.

Management has primary responsibility for the financial statements and the reporting process, including the systems of internal controls, and has represented to us that the 2000 consolidated financial statements were prepared in accordance with generally accepted accounting principles. The Committee reviewed and discussed the audited financial statements in the Annual Report with management and with Arthur Andersen, the Company's independent accountants.

We reviewed further with Arthur Andersen the matters required to be discussed under Statement on Auditing Standards No. 61

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("Communication with Audit Committees"). The Committee also received from, and discussed with, Arthur Andersen written disclosures and the letter required by Independence Standards Board Standard No. 1 ("Independence Discussions with Audit Committees"). The Committee considered whether the provision of non-audit services by Arthur Andersen is compatible with maintaining auditor independence.

The Committee reviewed the overall scope and plans for their respective audits with the Company's internal auditors and Arthur Andersen. We met with the internal auditors and Arthur Andersen, with and without management present, to discuss the results of their examinations, their evaluations of the Company's internal controls and the overall quality of the Company's financial reporting.

In reliance on the reviews and discussions referred to above, the Committee recommended to the board that the audited financial statements be included in the Company's Annual Report on Form 10-K for the year ended December 31, 2000. We also recommended, and the board approved, selection of Arthur Andersen as the Company's independent accountants for 2001.

A. William Dahlberg, Chairman
 D. Raymond Riddle
 Louis W. Sullivan, M.D.
 Robert P. Forrestal
 Jacquelyn M. Ward

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 STOCK OWNERSHIP OF DIRECTORS
 AND EXECUTIVE OFFICERS

The table below shows the number of shares of Equifax common stock each director, nominee for director and each of the five most highly compensated executive officers beneficially owned as of February 28, 2001. We also show the aggregate number of shares beneficially owned by the director and executive officer group as a whole.

<TABLE>
 <CAPTION>

Name -----	Percent of Class (Based on Number of Shares Outstanding as of February 28, 2001)	
	Amount and Nature of Beneficial Ownership(1)	
<S>	<C>	<C>
Directors and Nominees		
Lee A. Ault, III.....	101,981	*
John L. Clendenin.....	15,273	*
A. William Dahlberg.....	14,873	*
Robert P. Forrestal.....	11,582	*
L. Phillip Humann.....	15,873	*
Larry L. Prince.....	14,873	*
D. Raymond Riddle.....	28,873	*
Louis W. Sullivan, M.D.	13,496	*
Jacquelyn M. Ward.....	4,600	*
Named Executive Officers		
Thomas F. Chapman.....	814,350	*
William V. Catucci.....	92,469	*
Lee A. Kennedy.....	332,088	*
Philip J. Mazzilli.....	107,291	*
Larry J. Towe.....	159,339	*
All Directors and Executive Officers as a Group (23 persons).....	2,598,044	1.8%

</TABLE>

 * Less than 1%

(1) Includes shares held in the Company 401(k) Retirement and Savings Plan and stock options exercisable on February 28, 2001, or 60 days thereafter, as follows: Mr. Ault -- 8,291 option shares; Mr. Clendenin -- 6,000 option shares; Mr. Dahlberg -- 10,582 option shares; Mr. Forrestal -- 8,291 option shares; Mr. Humann -- 10,582 option shares; Mr. Prince -- 10,582 option shares; Mr. Riddle -- 10,582 option shares; Dr. Sullivan -- 10,582 option shares; Ms. Ward -- 4,000 option shares; Mr. Chapman -- 6,301 Savings Plan shares and 648,199 option shares; Mr. Catucci -- 198 Savings Plan shares and 92,271 option shares; Mr. Kennedy -- 32,068 Savings Plan shares and 229,096 option shares; Mr. Mazzilli -- 670 Savings Plan shares and 32,952 option shares; and Mr. Towe -- 2,525 Savings Plan shares and 134,524 option shares, and for all directors and Executive Officers as a Group -- 65,539 Savings Plan shares and 1,949,706 option shares.

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 STOCK OWNERSHIP REPORTING COMPLIANCE

Based on Company records and other information, Equifax believes that in 2000 each of its directors and executive officers complied with all applicable Securities and Exchange Commission filing obligations for reporting ownership of and transactions in the Company's securities.

 STOCK OWNERSHIP BY BENEFICIAL OWNER

The table below shows the number of shares of common stock owned by General Electric Pension and GE Asset Management Incorporated on December 31, 1999, as reported under Section 13(g) of the Securities Exchange Act of 1934.

<TABLE>
 <CAPTION>

Beneficial Owner Name and Address -----	Amount and Nature of Beneficial Ownership -----	Percent of Class (Based on Number of Shares Outstanding -- September 30, 2000) -----
<S>	<C>	<C>
Trustees of General Electric Pension Trust and GE Asset Management Incorporated 3003 Summer Street, Stamford, Connecticut 06905.....	9,502,570 (/1/)	6.73%

</TABLE>

 (1) As reported in Schedule 13G filed with the Securities and Exchange Commission on February 14, 2001, the Trustees of General Electric Pension Trust have shared voting and dispositive power for 2,942,546 shares and GE Asset Management Incorporated has sole voting and dispositive power for 6,560,024 shares and shared voting and dispositive power for 2,942,546 shares. General Electric Company disclaims beneficial ownership of all shares reported.

 STOCK PERFORMANCE GRAPHS

The following graphs compare the five-year cumulative total return among investments in Equifax, S&P 500 and the Dow Jones Industrial Services Index. The graphs assume that \$100 was invested in Equifax stock and each index on December 31, 1995 (as required by SEC rules) and December 31, 1990, respectively, and that all quarterly dividends were reinvested. The total cumulative dollar returns shown on the graphs represent the value that such investments would have had on December 31 of each subsequent year.

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<TABLE>
 <CAPTION>

COMPARISON OF FIVE-YEAR CUMULATIVE TOTAL RETURN

	VALUE OF \$100 INVESTED AT YEAR-END 1995					
	12/95	12/96	12/97	12/98	12/99	12/00
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Equifax Inc.	\$100	\$145	\$190	\$185	\$129	\$159
S & P 500	\$100	\$123	\$164	\$211	\$255	\$232
Dow Jones Industrial Services	\$100	\$108	\$121	\$138	\$178	\$114

</TABLE>

<TABLE>
 <CAPTION>
 COMPARISON OF TEN-YEAR CUMULATIVE TOTAL RETURN

	VALUE OF \$100 INVESTED AT YEAR-END 1990					
	12/90	12/91	12/92	12/93	12/94	12/95
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Equifax Inc.	\$100	\$100	\$134	\$183	\$180	\$297
S & P 500	\$100	\$130	\$140	\$155	\$157	\$215
Dow Jones						
Industrial Services	\$100	\$100	\$110	\$122	\$123	\$163

</TABLE>

<TABLE>

<CAPTION>

	12/96	12/97	12/98	12/99	12/00
	<S>	<C>	<C>	<C>	<C>
Equifax Inc.	\$430	\$562	\$547	\$382	\$471
S & P 500	\$265	\$353	\$454	\$550	\$500
Dow Jones					
Industrial Services	\$176	\$197	\$225	\$292	\$187

</TABLE>

EXECUTIVE OFFICER COMPENSATION

REPORT OF THE COMPENSATION AND HUMAN RESOURCES COMMITTEE ON EXECUTIVE COMPENSATION

Guiding Principals

The Compensation and Human Resources Committee sets salaries, incentive compensation plans and compensation policies for Executive Officers. The Board of Directors must ratify the salary and incentive compensation of the Chief Executive Officer.

The Committee is composed of independent directors, each of whom is a "non-employee director" under Rule 16b-3 of the Securities Exchange Act of 1934, and is an "outside director" within the meaning of Section 162(m) of the Internal Revenue Code.

During 2000, the Committee reaffirmed its goals for the Executive Officer compensation program, which include:

- . Market-competitive total compensation opportunities to attract and retain talented executives
- . Strong links between Company performance and total compensation
- . Emphasis on long-term performance of the Company
- . Encouraging and facilitating Executive Officer stock ownership

The Committee believes that these goals are consistent with the Company's overall objective of enhancing shareholder value.

The Committee seeks to facilitate deduction of Executive Officer compensation expense for income tax purposes. Section 162(m) of the Internal Revenue Code limits this deduction to \$1 million for the officers named in the compensation tables on the following pages unless certain requirements are met. The Company meets these requirements. All members of the Committee are "outside directors," and the Committee approves goals and awards under the compensation plans of the Company. In addition, the Company's shareholders have approved adoption of, and amendments to, the Company's several plans.

The Committee believes that in order to attract the highest caliber executive talent the Company must offer total compensation that is attractive in the relative competitive marketplace. The Committee periodically reviews the Executive Compensation program in light of

competitive data and modifies the compensation components consistent with the best interests of the Company.

The Committee believes that ownership of the Company's stock by management aligns management's interests with those of shareholders. The Company uses various methods to encourage and facilitate such stock ownership. These include share ownership guidelines for senior executives, which have been established at levels consistent with those in other companies and extend to approximately 200 Company executives, including the Executive Officers. Also, as discussed below, senior executives may forego cash payment of Annual Incentives in favor of Stock Options.

Executive Officer Compensation Specifics

Principal elements of Executive Officer compensation are Base Salary, Annual Incentive, Long-Term Incentive and Stock Options. The goal is to establish salaries and design incentive opportunities that provide to the Executive Officer a median competitive level of compensation, but which will deliver above-market total compensation in response to outstanding performance by the officer and his or her business unit.

Base Salary: Executive Officer salaries are determined on the basis of competitive market data, job performance, level of responsibility and other factors. Salary reviews normally are scheduled at 12-month intervals.

Mr. Chapman's base annual salary was increased in January 2000 to \$700,000, representing an increase of 7.7%. In approving this salary increase, the Committee considered competitive salaries for comparable job responsibilities and Mr. Chapman's personal performance.

Annual Incentive: Annual performance objectives are set at the beginning of each year based upon financial plans approved by the board. A minimum level of performance is set, and no incentive is paid if this level of performance is not achieved. Levels of performance are established for target and maximum incentive payments.

For 2000, Mr. Chapman's Annual Incentive was targeted to pay 70% of his salary, with a maximum opportunity of 210%. Mr. Chapman's earned Annual Incentive for 2000 was 37% of salary due to the Company's performance against the various criteria underlying the Incentive. His Annual Incentive was dependent on achieving certain

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revenue and profit growth targets and individual performance. For other Executive Officers, Annual Incentive was dependent on a combination of Company financial criteria, business unit financial results, and certain non-financial goals, depending on their job roles.

Executive Officers may elect to forego cash payment of all or part of an earned Annual Incentive and receive instead options to purchase Company stock. The Committee believes that this election opportunity provides an excellent vehicle for expanding Executive Officers' stock ownership and identification with shareholder interests, which serves to further encourage management's commitment to long-term performance of the Company. To promote conversion elections and in recognition of the associated market risk and deferral of economic benefit, conversion is based on a formula approved by the Committee that employs a greater multiple as higher percentages of Incentive are converted. For 2000, all eligible Executive Officers voluntarily elected to receive Stock Options instead of cash for all or part of their total earned Annual Incentive.

Long-Term Incentives: Long-Term Incentives provide an opportunity to receive payments based on the extent to which financial criteria underlying the Incentive are achieved over the applicable period. Long-Term Incentive grants are designed so that if paid at a targeted level, when combined with Stock Option grants, they deliver to the Executive Officer long-term incentive compensation that, based on competitive data, approximates a median level.

Eligibility for payments under Long-Term Incentives for the measurement period 1998 through 2000 was based on Company performance against the financial criteria underlying the Incentives, primarily economic value added and stock price appreciation. Due to the Company's performance during the measurement period, no amounts were earned under Long-Term Incentives for this period by any of the Executive Officers.

In 2000, Long-Term Incentives payable in cash were granted to the Executive Officers for a three-year period (2000-2003) and for the eighteen-month period (2000-2001). Grants to Mr. Chapman and the four next-highest compensated Executive Officers (the "Named Executive Officers") are shown on the table -- Long-Term Incentives Granted During 2000 -- shown on page 24. The amount to be paid under these Incentives is dependent on the cumulative earnings per share that the Company achieves during the respective period.

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Stock Options: The Company makes periodic Stock Option grants to Executive

Officers to motivate the officers to contribute to an increase in the value of the Company's stock price. Stock Options are not granted as an award for past personal performance, and the past performance of the Company does not directly affect option grant determinations. Neither Mr. Chapman nor any of the other Named Executive Officers were granted stock options in 2000, except for options resulting from conversion of Annual Incentive or as a condition of new employment. These grants are shown on the table -- Stock Options Granted During 2000 -- on page 23.

Split-Dollar Life Insurance: In 2000, the Committee approved the Executive Life and Supplemental Retirement Benefit Plan which replaced the Company's Supplemental Executive Retirement Plan and is intended to maintain the competitiveness of the Company's benefits. Eligible executives, including the Named Executive Officers, will receive life insurance coverage and deferred cash accumulation benefits. The Company pays policy premiums on behalf of each covered executive. In 2000, 86 executives participated in this plan. For the Named Executive Officers, the amount that the Company paid for the current life insurance benefit, and the economic benefit of the additional premiums paid that will ultimately be returned to the Company is included in the table -- Executive Officer Summary Compensation -- on page 21 under the heading All Other Compensation.

Larry L. Prince, Chairman
L. Phillip Humann
Robert P. Forrestal

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EXECUTIVE OFFICER SUMMARY COMPENSATION

The table below shows the before-tax compensation for the last three years of the Chief Executive Officer and the four next-highest paid individuals who were Executive Officers at the end of 2000. Information reported is for periods during which each individual was an Executive Officer.

<TABLE>
<CAPTION>

Name and Principal Position	Year	Annual Compensation(1)			Long-Term Compensation			
		Salary (\$)	Bonus (\$)(2)	Other Annual Compensation (\$)(3)	Grants		Payouts	
					Restricted Stock Grants (\$)(2)(4)	Securities Underlying Options (#)	LTIP Payouts (\$)	All Other Compensation (\$)(5)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Thomas F. Chapman,..... Chairman and Chief Executive Officer	2000 1999 1998	698,078 626,961 496,186	194,711 65,831 71,450	19,920 20,657 11,562	0 0 21,435	17,862 280,620 200,000	0 378,356 1,169,275	30,173 4,160 4,800
Lee A. Kennedy,..... President and Chief Operating Officer	2000 1999 1998	443,846 382,692 323,568	131,591 169,355 278,515	6,215 2,476 2,328	0 0 37,135	4,793 171,006 1,000	0 135,131 389,740	31,386 4,160 5,236
Philip Mazzilli,..... Executive Vice President and Chief Financial Officer	2000 1999 1998	249,769 96,827 192,636	217,422 0 55,479	4,703 1,126 752	625,000 0 16,644	57,952 0 0	0 0 259,826	21,805 2,580 4,800
William V. Catucci,.... Executive Vice President -- The Americas	2000 1999	357,602 52,500	75,000 75,000	5,918 0	0 0	72,271 30,000	0 0	28,883 350
Larry J. Towe, Executive Vice President -- Payment Services	2000 1999	304,616 239,259	56,674 98,440	4,811 2,407	0 0	19,496 115,787	0 0	22,331 4,160

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-
- (1) Mr. Catucci joined the Company in October 1999 and Mr. Towe became an Executive Officer in July 1999. Mr. Mazzilli was employed with the Company through June 1999 and rejoined the Company in February 2000.
- (2) The "Bonus (\$)" column represents any Annual Incentive earned and paid in cash for performance for the specified year. In 1998, participants could elect to convert all or part of any earned Annual Incentive into restricted stock, and all amounts earned above a designated percentage of salary were paid in the form of restricted stock. In 1999 and 2000, participants could also elect to convert all or part of earned Annual Incentive into stock options. For any year Annual Incentives converted are

included under the "Restricted Stock Awards" or "Securities Underlying Options" columns, respectively, although the grants were not made until the following year.

- (3) "Other Annual Compensation" includes allowances for payroll taxes associated with providing executive financial planning and tax services and club memberships, and tax related to split-dollar life insurance.
- (4) Dividend income is paid on restricted stock at the same rate as paid to all shareholders. Value of restricted stock shown in table is as of the date of grant. As of December 31, 2000, total restricted stock awards outstanding and related fair market values were as follows: Mr. Chapman -- 11,002 shares (\$315,620); Mr. Kennedy -- 1,613 shares (\$46,273); Mr. Mazzilli -- 25,000 shares (\$717,188).
- (5) Column "All Other Compensation" includes a Company 401(k) matching contribution in the maximum amount of \$5,508 (2000), \$4,160 (1999) and \$4,800 (1998), respectively, for each officer. Also included for 2000 are premiums paid by the Company pursuant to the Executive Life and Supplemental Retirement Benefit Plan for current life insurance and the economic benefit of additional premiums that will ultimately be returned to the Company for each officer as follows: Mr. Chapman (\$14,200/\$10,737 -- total is for life insurance coverage only); Mr. Kennedy (\$3,900/\$22,250); Mr. Catucci (\$6,600/\$17,047); Mr. Mazzilli (\$4,186/\$12,383); and Mr. Towe (\$2,970/\$14,125).

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STOCK OPTIONS

A stock option allows an individual to purchase shares of common stock at a fixed price (the exercise price) during a specific period of time. In general, whether exercising stock options is profitable to the Executive Officer depends on the relationship between the common stock market price and the option exercise price. At any given time, "vested" options can be "in the money" (the exercise price is less than the market price) or "out of the money," (the exercise price is greater than the market price) depending on the current market price of the stock. The following two tables give more information on stock options granted during 2000 and held by the Named Executive Officers at year-end.

STOCK OPTIONS GRANTED DURING 2000

<TABLE>
<CAPTION>

Name	Number of Securities Underlying Options Granted (#) (1)	% of Total Options Granted to Employees in Fiscal Year(2)	Exercise Or Base Price (\$/Share) (3)	Expiration Date	Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term(4)	
					5%	10%
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Thomas F. Chapman.....	30,620 17,862	0.011741% 0.006849%	\$21.50 \$29.07	01/31/2010 01/29/2011	\$ 414,020 \$ 326,552	\$1,049,208 \$ 827,548
Lee A. Kennedy.....	21,006 4,793	0.008055% 0.001838%	\$21.50 \$29.07	01/31/2010 01/29/2011	\$ 284,027 \$ 87,625	\$ 719,780 \$ 222,060
Philip J. Mazzilli.....	50,000 7,952	0.019172% 0.003049%	\$24.75 \$29.07	04/27/2010 01/29/2011	\$ 778,257 \$ 145,378	\$1,972,256 \$ 368,417
William V. Catucci.....	72,271	0.027712%	\$29.07	01/29/2011	\$1,849,528	\$4,687,066
Larry J. Towe.....	45,787 19,496	0.017557% 0.007476%	\$21.50 \$29.07	01/31/2010 01/29/2011	\$ 619,097 \$ 356,425	\$1,568,913 \$ 903,252

</TABLE>

-
- (1) Except as noted below, options have a ten-year term, are 100% vested on the grant date and represent conversions of Annual Incentive earned for 1999 (included in last year's Summary Compensation Table) and 2000 (included in the Summary Compensation Table on page 21) and granted in 2000 and 2001, respectively. Options representing 50,000 shares were issued to Mr. Mazzilli upon his joining the Company and vest in four equal parts beginning on the date of grant.
 - (2) Percentage of all options granted in 2000.
 - (3) The exercise price may be paid in cash or cash equivalent acceptable to the Compensation and Human Resources Committee or by the surrender of shares of common stock held for at least six months with an aggregate fair market value which is not less than the option price.
 - (4) The dollar amounts under these columns are the result of calculations at 5% and 10% rates of appreciation as required by the SEC.

AGGREGATED OPTION EXERCISES DURING 2000

No Named Executive Officer exercised options during 2000. The table below shows options held by such officers at year-end.

<TABLE>
<CAPTION>

Name	Shares Acquired on Exercise (#)	Value Realized (\$) or Payout	Number of Securities Underlying Unexercised Options as of 12/31/00 (#)		Value of Unexercised In- the-Money Options as of 12/31/00 (\$) (1)	
			Exercisable	Unexercisable	Exercisable	Unexercisable
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Thomas F. Chapman.....	--	--	614,501	175,000	4,542,602	531,250
Lee A. Kennedy.....	--	--	251,796	76,000	2,714,413	318,750
Philip J. Mazzilli.....	--	--	12,500	37,500	49,219	147,656
William V. Catucci.....	--	--	20,000	10,000	50,000	25,000
Larry J. Towe.....	--	--	110,274	45,004	780,658	154,634

</TABLE>

(1) Represents aggregate excess of market value of shares under option as of December 31, 2000 over the exercise price of the options.

LONG-TERM INCENTIVES GRANTED DURING 2000

The following table lists grants of Long-Term Incentives payable in cash made to the Named Executive Officers in 2000. The value ultimately paid out under Long-Term Incentives depends on the extent to which the financial criteria underlying the Incentive are achieved over the applicable period.

<TABLE>
<CAPTION>

Name	Number of Shares, Units or Other Rights (#)	Performance or Other Period Until Maturations or Payout	Estimated Future Payouts Under Non- Stock Price Based Plans		
			Threshold (# of Units)	Target (# of Units)	Maximum (# of Units)
<S>	<C>	<C>	<C>	<C>	<C>
Thomas F. Chapman.....	500,000	06/30/01	250,000	500,000	1,000,000
	1,200,000	12/31/02	600,000	1,200,000	2,400,000
Lee A. Kennedy.....	250,000	06/30/01	125,000	250,000	500,000
	600,000	12/31/02	300,000	600,000	1,200,000
Philip J. Mazzilli.....	100,000	06/30/01	50,000	100,000	200,000
	300,000	12/31/01	150,000	300,000	600,000
William V. Catucci.....	150,000	06/30/01	75,000	150,000	300,000
	400,000	12/31/02	200,000	400,000	800,000
Larry J. Towe.....	150,000	06/30/01	75,000	150,000	300,000
	400,000	12/31/02	200,000	400,000	800,000

</TABLE>

EMPLOYMENT AGREEMENTS AND CHANGE IN CONTROL AGREEMENTS

The Company has entered into an employment agreement with William V. Catucci, Executive Vice President -- The Americas, for the period October 27, 1999 through May 1, 2002, which sets forth the significant elements of Mr. Catucci's employment. The agreement provides for base salary of \$350,000 during the first year and \$400,000 each year thereafter; eligibility to participate in the Company's Annual Incentive plan with a guaranteed Incentive of 50% of base salary for 2000; bonus of \$150,000 payable during the first year of employment; grant of 30,000 stock options and such other related matters as relocation and the right to participate in benefit plans. The agreement also provides to Mr. Catucci certain severance payments in the event that he is terminated without Cause or resigns for Good Reason (as such terms are defined in the agreement). In addition, the agreement embodies a noncompetition agreement and nonsolicitation of customers agreement that would be binding on Mr. Catucci for two years following the termination of his employment with the Company for any reason.

The Company has Change in Control Agreements with each of the Company's Named Executive Officers. These Agreements have renewable five-year terms and become effective only upon a change in control of the Company. A "change in control"

is generally defined by the Agreements to mean (i) an accumulation by any person, entity or group of twenty percent or more of the combined voting power of the Company's voting stock, or (ii) a business combination resulting in the shareholders immediately prior to the combination owning less than two-thirds of the common stock and combined voting power of the new company, (iii) a sale or disposition of all or substantially all of Company assets, or (iv) a complete liquidation or dissolution of the Company. If any of these events happen and the executive's employment terminates within three years after the date of the change in control, other than from death, disability or for cause or voluntarily other than for "good reason," he or she is entitled to severance pay and other benefits described in the Agreements. The severance payment is equal to three times the sum of (i) that executive's highest annual salary for the twelve months prior to termination, and (ii) the executive's highest bonus for the three years prior to termination. Benefits payable under this Agreement and other compensation or benefit plans of the Company are not reduced because of Section 280G of the Internal Revenue Code. Any payments the executive receives will

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be increased, if necessary, so that after taking into account all taxes he or she would incur as a result of those payments, the executive would receive the same after-tax amount he or she would have received had no excise tax been imposed under Section 4999 of the Code. No payments have been made to any Executive Officer under these Agreements.

 RETIREMENT BENEFITS

The Equifax Retirement Plan ("ERP") is the Company's tax qualified retirement plan available to all U.S. employees and provides benefits based on length of service with the Company and a participant's average total earnings up to a maximum of either 125% of base salary or base salary plus 75% of other earnings, whichever is greater. ERP benefits are computed by averaging the employee's total earnings (Base Salary and Annual Incentive) for the highest paid thirty-six consecutive months of employment.

Equifax also has another retirement plan, the Supplemental Executive Retirement Plan ("SERP"), under which certain executives may receive additional pension benefits after retirement based on years of credited service (up to 40 years) and final average earnings (base salary and bonus). SERP benefits generally are computed by either multiplying an employee's average total earnings by 1.5%, multiplied by years of credited service, as defined in the SERP, up to 40 years, or average total earnings multiplied by 3%, multiplied by years of credited service, up to 20 years, for the most Senior Executive Officer participants. The SERP was closed to new participants in 1992. As of December 31, 2000, the only Named Executive Officer eligible for both the ERP and the SERP was Thomas F. Chapman. The other Named Executive Officers are eligible only for the ERP.

The following table shows the annual retirement benefits that would be payable on January 1, 2001, on a combined basis under the ERP and SERP at normal retirement (age 65 or later) and various rates of final average earnings and years of service. The ERP benefits are computed in the form of a life annuity without survivorship benefits; however, survivorship benefits are available and are computed as the actuarial equivalent of the life annuity. The SERP benefits are provided in the same form as the ERP benefits. SERP benefits are reduced for ERP benefits and are paid without regard to limitations under federal Internal Revenue Code Sections 401(a) and 415. Neither ERP or SERP benefits are reduced for Social Security benefits.

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Retirement Plan Table

<TABLE>
 <CAPTION>

Years of Service

Final Average Earnings	Years of Service				
	15	20	25	30	35
<S>	<C>	<C>	<C>	<C>	<C>
\$ 200,000	120,000	120,000	120,000	120,000	120,000
400,000	240,000	240,000	240,000	240,000	240,000
600,000	360,000	360,000	360,000	360,000	360,000
800,000	480,000	480,000	480,000	480,000	480,000
1,000,000	600,000	600,000	600,000	600,000	600,000
1,200,000	720,000	720,000	720,000	720,000	720,000
1,400,000	840,000	840,000	840,000	840,000	840,000

</TABLE>

The credited years of service for each of the Named Executive Officers as of December 31, 2000 were as follows: Thomas F. Chapman -- 11 years; Lee A.

APPENDIX A

AUDIT COMMITTEE OF
THE BOARD OF DIRECTORS

CHARTER

I. PURPOSE

The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its oversight responsibilities for the Company's (1) financial reports and other financial information provided to any governmental body or the public; (2) systems of internal controls regarding finance, accounting, legal compliance and ethics; and (3) auditing, accounting and financial reporting processes. Consistent with this function, the Audit Committee should encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee has the authority to access internal and external resources as the Committee may require.

II. COMPOSITION

The Audit Committee will consist of three or more directors as determined and elected by the board. Each of these directors shall be

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independent in accordance with New York Stock Exchange rules and free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a Committee member. All Committee members must be financially literate, and at least one Committee member must also have accounting or related financial management expertise.

III. MEETINGS

The Committee will meet at least two times annually, or more frequently as circumstances dictate. To foster open communication, the Committee will meet with management, the director of the internal audit department and the independent accountants in separate executive sessions to discuss any matters that should be discussed privately.

The Committee will report its activities and findings to the board on a regular basis.

IV. RESPONSIBILITIES AND DUTIES

The duties and responsibilities of the Audit Committee include:

Documents/Reports Review

1. Review and update this Charter, at least annually or as conditions dictate.
2. Review the audited financial statements with management and the independent accountants prior to publication of the annual report and the filing of the Company's Form 10-K to determine that the independent accountants are satisfied with the disclosure and content of the financial statements. Any major changes in accounting principles should be reviewed.
3. Review periodic internal reports to management prepared by the internal audit department or the independent accountants and management's response along with the status of prior outstanding recommendations.

Independent Accountants and Internal Audit

4. Recommend to the board the selection of the independent accountants, who will ultimately be accountable to the board and the Committee, and review their compensation. Ensure that the independent accountants submit annually to the Committee a formal written statement (required under Independence

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Standards Board Standard No. 1) delineating all relationships between the independent accountants and the Company, actively engage in a dialogue with the independent accountants with respect to any disclosed relationships or services that may impact the objectivity and independence of the independent accountants and recommend that the board take appropriate action in response to the independent accountants' statement to satisfy itself of the accountants' independence.

5. Review the performance of the independent accountants and recommend to the board any discharge of the independent accountants when circumstances warrant.
6. Review with the independent accountants, the internal auditors and management the adequacy and effectiveness of the Company's internal controls and the fullness and accuracy of the Company's financial statements.
7. Review objectives, activities, organizational structure, qualifications, staffing and budget of the internal audit department.
8. Ratify the appointment, replacement, reassignment or dismissal of the Vice President of Internal Audit, as approved by the Committee Chairman.

Financial Reporting and Auditing

9. In consultation with the independent accountants and the internal auditors, review the integrity of the organization's financial reporting processes, both internal and external.
10. Consider the independent accountants' judgments about the quality and appropriateness of the Company's accounting principles and underlying estimates as applied in its financial statements.
11. In consultation with the independent accountants, management and the internal audit department, review any major changes or improvements to the Company's financial and accounting principles and practices or internal controls.
12. Establish regular and separate systems of reporting to the Committee by the independent accountants and the internal auditors regarding any significant judgments made in management's preparation of the financial statements and the view of each as to the appropriateness of any such judgments.

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13. Discuss, either as a Committee or through its Chairman (or designee), with the independent accountants, the internal audit department and management the results of the independent accountants' review of the interim financial information prior to the Company filing its quarterly Form 10-Q with the SEC.
14. After the annual audit, review with the independent accountants and the internal audit department the matters required under Statement of Auditing Standards Nos. 61 and 90 any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information and any significant unresolved disagreements with management.

Ethical and Legal Compliance

15. Ensure the Company maintains an appropriate ethics and compliance program and periodically reviews its effectiveness.
16. Review legal, tax and regulatory matters that may have a material impact on the financial statements.
17. Perform any other activities or investigations consistent with this Charter, the Company's Bylaws and governing law or as the Committee or the board determines necessary or appropriate.

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[RECYCLE LOGO]