

# EQUIFAX INC

## FORM 10-Q (Quarterly Report)

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Address	1550 PEACHTREE ST NW ATLANTA, GA 30302
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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2017

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: 001-06605

**EQUIFAX INC.**

(Exact name of registrant as specified in its charter)

**Georgia**

(State or other jurisdiction of  
incorporation or organization)

**58-0401110**

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

**1550 Peachtree Street, N.W., Atlanta, Georgia**

(Address of principal executive offices)

**30309**

(Zip Code)

404-885-8000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No \*

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No \*

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer \* Non-accelerated filer \* Smaller reporting company \* Emerging growth company \*

(Do not check if a smaller  
reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. Yes \* No

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes \* No

On April 13, 2017, there were 120,211,795 shares of the registrant's common stock outstanding.

**EQUIFAX INC.**  
**QUARTERLY REPORT ON FORM 10-Q**  
**QUARTER ENDED March 31, 2017**

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## FORWARD-LOOKING STATEMENTS

This report contains information that may constitute “forward-looking statements.” Generally, the words “believe,” “expect,” “intend,” “estimate,” “anticipate,” “project,” “will,” “may” and similar expressions identify forward-looking statements, which generally are not historical in nature. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future, including statements relating to future operating results, are forward-looking statements. Management believes that these forward-looking statements are reasonable as and when made. However, forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company’s historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described in Part II, “Item 1A. Risk Factors,” and elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2016 , and those described from time to time in our future reports filed with the Securities and Exchange Commission. As a result of such risks and uncertainties, we urge you not to place undue reliance on any such forward-looking statements. Forward-looking statements speak only as of the date when made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

**PART I. FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)**

**EQUIFAX INC.**

**CONSOLIDATED STATEMENTS OF INCOME**

**(Unaudited)**

	<b>Three Months Ended March 31,</b>	
	<b>2017</b>	<b>2016</b>
<i>(In millions, except per share amounts)</i>		
Operating revenue	\$ 832.2	\$ 728.3
Operating expenses:		
Cost of services (exclusive of depreciation and amortization below)	300.8	253.3
Selling, general and administrative expenses	243.3	243.1
Depreciation and amortization	71.3	55.7
Total operating expenses	615.4	552.1
Operating income	216.8	176.2
Interest expense	(24.2)	(20.1)
Other income (expense), net	3.1	(2.1)
Consolidated income from operations before income taxes	195.7	154.0
Provision for income taxes	(40.3)	(51.6)
Consolidated net income	155.4	102.4
Less: Net income attributable to noncontrolling interests including redeemable noncontrolling interests	(2.1)	(0.3)
Net income attributable to Equifax	\$ 153.3	\$ 102.1
Basic earnings per common share:		
Net income attributable to Equifax	\$ 1.28	\$ 0.86
Weighted-average shares used in computing basic earnings per share	120.0	118.8
Diluted earnings per common share:		
Net income attributable to Equifax	\$ 1.26	\$ 0.85
Weighted-average shares used in computing diluted earnings per share	121.9	120.8
Dividends per common share	\$ 0.39	\$ 0.33

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(Unaudited)

	Three Months Ended March 31,					
	2017			2016		
	Equifax Shareholders	Noncontrolling Interests	Total	Equifax Shareholders	Noncontrolling Interests	Total
	<i>(In millions)</i>					
Net income	\$ 153.3	\$ 2.1	\$ 155.4	\$ 102.1	\$ 0.3	\$ 102.4
Other comprehensive income (loss):						
Foreign currency translation adjustment	112.4	1.4	113.8	98.4	(0.3)	98.1
Change in unrecognized prior service cost and actuarial losses related to our pension and other postretirement benefit plans, net	2.5	—	2.5	2.2	—	2.2
Change in cumulative loss from cash flow hedging transactions, net	(0.4)	—	(0.4)	0.2	—	0.2
Comprehensive income	\$ 267.8	\$ 3.5	\$ 271.3	\$ 202.9	\$ —	\$ 202.9

See Notes to Consolidated Financial Statements.

## EQUIFAX INC.

## CONSOLIDATED BALANCE SHEETS

(Unaudited)

	March 31, 2017	December 31, 2016
<i>(In millions, except par values)</i>		
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 123.2	\$ 129.3
Trade accounts receivable, net of allowance for doubtful accounts of \$8.3 and \$7.8 at March 31, 2017 and December 31, 2016, respectively	459.7	433.3
Prepaid expenses	76.2	60.2
Other current assets	46.1	50.1
Total current assets	705.2	672.9
Property and equipment:		
Capitalized internal-use software and system costs	332.1	307.0
Data processing equipment and furniture	280.3	273.2
Land, buildings and improvements	206.6	203.8
Total property and equipment	819.0	784.0
Less accumulated depreciation and amortization	(340.0)	(317.1)
Total property and equipment, net	479.0	466.9
Goodwill	4,057.5	3,974.3
Indefinite-lived intangible assets	94.8	94.8
Purchased intangible assets, net	1,312.3	1,323.8
Other assets, net	140.2	131.3
Total assets	\$ 6,789.0	\$ 6,664.0
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Short-term debt and current maturities of long-term debt	\$ 631.8	\$ 585.4
Accounts payable	79.6	81.0
Accrued expenses	133.7	149.3
Accrued salaries and bonuses	59.3	158.8
Deferred revenue	113.5	110.7
Other current liabilities	183.4	174.4
Total current liabilities	1,201.3	1,259.6
Long-term debt	2,037.4	2,086.8
Deferred income tax liabilities, net	330.3	325.4
Long-term pension and other postretirement benefit liabilities	181.0	184.4
Other long-term liabilities	86.8	86.5
Total liabilities	3,836.8	3,942.7
Commitments and Contingencies (see Note 5)		
Equifax shareholders' equity:		
Preferred stock, \$0.01 par value: Authorized shares - 10.0; Issued shares - none	—	—
Common stock, \$1.25 par value: Authorized shares - 300.0; Issued shares - 189.3 at March 31, 2017 and December 31, 2016; Outstanding shares - 120.2 and 119.9 at March 31, 2017 and December 31, 2016, respectively	236.6	236.6
Paid-in capital	1,322.7	1,313.3
Retained earnings	4,255.9	4,153.2
Accumulated other comprehensive loss	(414.4)	(528.9)
Treasury stock, at cost, 68.5 shares and 68.8 shares at March 31, 2017 and December 31, 2016, respectively	(2,506.8)	(2,505.6)
Stock held by employee benefit trusts, at cost, 0.6 shares at March 31, 2017 and December 31, 2016	(5.9)	(5.9)
Total Equifax shareholders' equity	2,888.1	2,662.7
Noncontrolling interests including redeemable noncontrolling interests	64.1	58.6
Total equity	2,952.2	2,721.3
Total liabilities and equity	\$ 6,789.0	\$ 6,664.0





EQUIFAX INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Unaudited)

	<b>Three Months Ended March 31,</b>	
	<b>2017</b>	<b>2016</b>
	<i>(In millions)</i>	
<b>Operating activities:</b>		
Consolidated net income	\$ 155.4	\$ 102.4
Adjustments to reconcile consolidated net income to net cash provided by operating activities:		
Depreciation and amortization	72.1	56.8
Stock-based compensation expense	18.7	16.3
Excess tax benefits from stock-based compensation plans	—	(10.9)
Deferred income taxes	(2.6)	1.1
Changes in assets and liabilities, excluding effects of acquisitions:		
Accounts receivable, net	(22.7)	(45.4)
Other assets, current and long-term	(29.2)	17.0
Current and long term liabilities, excluding debt	(88.0)	(29.2)
Cash provided by operating activities	<u>103.7</u>	<u>108.1</u>
<b>Investing activities:</b>		
Capital expenditures	(50.3)	(40.2)
Acquisitions, net of cash acquired	(7.3)	(1,727.8)
Economic hedges	—	(10.8)
Cash received from sale of asset	8.6	—
Cash used in investing activities	<u>(49.0)</u>	<u>(1,778.8)</u>
<b>Financing activities:</b>		
Net short-term borrowings	46.4	900.1
Payments on long-term debt	(50.0)	(10.0)
Borrowings on long-term debt	—	800.0
Dividends paid to Equifax shareholders	(46.9)	(39.2)
Dividends paid to noncontrolling interests	(1.9)	(1.7)
Proceeds from exercise of stock options	9.4	4.1
Payment of taxes related to settlement of equity awards	(20.3)	(17.8)
Excess tax benefits from stock-based compensation plans	—	10.9
Cash (used in) provided by financing activities	<u>(63.3)</u>	<u>1,646.4</u>
Effect of foreign currency exchange rates on cash and cash equivalents	<u>2.5</u>	<u>27.8</u>
(Decrease) increase in cash and cash equivalents	<u>(6.1)</u>	<u>3.5</u>
Cash and cash equivalents, beginning of period	<u>129.3</u>	<u>93.3</u>
Cash and cash equivalents, end of period	<u>\$ 123.2</u>	<u>\$ 96.8</u>

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY AND OTHER COMPREHENSIVE INCOME

For the Three Months Ended March 31, 2017

(Unaudited)

	Equifax Shareholders									Total Equity
	Common Stock		Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Stock Held By Employee Benefits Trusts	Noncontrolling Interests		
	Shares Outstanding	Amount								
<i>(In millions, except per share amounts)</i>										
Balance, December 31, 2016	119.9	\$ 236.6	\$ 1,313.3	\$ 4,153.2	\$ (528.9)	\$ (2,505.6)	\$ (5.9)	\$ 58.6	\$ 2,721.3	
Net income	—	—	—	153.3	—	—	—	2.1	155.4	
Other comprehensive loss	—	—	—	—	114.5	—	—	1.4	115.9	
Shares issued under stock and benefit plans, net of minimum tax withholdings	0.3	—	(9.5)	—	—	(1.2)	—	—	(10.7)	
Treasury stock purchased under share repurchase program*	—	—	—	—	—	—	—	—	—	
Cash dividends (\$0.39 per share)	—	—	—	(47.1)	—	—	—	—	(47.1)	
Dividends paid to employee benefits trusts	—	—	0.2	—	—	—	—	—	0.2	
Stock-based compensation expense	—	—	18.7	—	—	—	—	—	18.7	
Redeemable noncontrolling interest adjustment	—	—	—	(3.5)	—	—	—	3.9	0.4	
Dividends paid to noncontrolling interests	—	—	—	—	—	—	—	(1.9)	(1.9)	
Balance, March 31, 2017	120.2	\$ 236.6	\$ 1,322.7	\$ 4,255.9	\$ (414.4)	\$ (2,506.8)	\$ (5.9)	\$ 64.1	\$ 2,952.2	

\* At March 31, 2017, \$667.2 million was available for future purchases of common stock under our share repurchase authorization.

Accumulated Other Comprehensive Loss consists of the following components:

	March 31, 2017	December 31, 2016
	<i>(In millions)</i>	
Foreign currency translation	\$ (149.6)	\$ (262.0)
Unrecognized actuarial losses and prior service cost related to our pension and other postretirement benefit plans, net of accumulated tax of \$149.2 and \$150.6 at March 31, 2017 and December 31, 2016, respectively	(263.4)	(265.9)
Cash flow hedging transactions, net of accumulated tax of \$0.8 and \$0.9 at March 31, 2017 and December 31, 2016, respectively	(1.4)	(1.0)
Accumulated other comprehensive loss	\$ (414.4)	\$ (528.9)

See Notes to Consolidated Financial Statements.

EQUIFAX INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

March 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

As used herein, the terms Equifax, the Company, we, our and us refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

**Nature of Operations.** We collect, organize and manage various types of financial, demographic, employment and marketing information. Our services enable businesses to make credit and service decisions, manage their portfolio risk, automate or outsource certain human resources, employment tax and payroll-related business processes, and develop marketing strategies concerning consumers and commercial enterprises. We serve customers across a wide range of industries, including the financial services, mortgage, retail, telecommunications, utilities, automotive, brokerage, healthcare and insurance industries, as well as government agencies. We also enable consumers to manage and protect their financial health through a portfolio of products offered directly to consumers. We also provide information, technology and services to support debt collections and recovery management. As of March 31, 2017, we operated in the following countries: Argentina, Australia, Canada, Chile, Costa Rica, Ecuador, El Salvador, Honduras, India, Ireland, Mexico, New Zealand, Paraguay, Peru, Portugal, Spain, the United Kingdom, or U.K., Uruguay, and the United States of America, or U.S. We also offer Equifax branded credit services in India and Russia through joint ventures, we have investments in consumer and/or commercial credit information companies through joint ventures in Cambodia, Malaysia and Singapore, and have an investment in a consumer and commercial credit information company in Brazil.

We develop, maintain and enhance secured proprietary information databases through the compilation of consumer specific data, including credit, income, employment, asset, liquidity, net worth and spending activity, and business data, including credit and business demographics, that we obtain from a variety of sources, such as credit granting institutions, public record information, income and tax information primarily from large to mid-sized companies in the U.S., and survey-based marketing information. We process this information utilizing our proprietary information management systems.

**Basis of Presentation.** The accompanying unaudited Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP, the instructions to Form 10-Q and applicable sections of SEC Regulation S-X. To understand our complete financial position and results, as defined by GAAP, this Form 10-Q should be read in conjunction with the Consolidated Financial Statements and the notes thereto included in our annual report on Form 10-K for the year ended December 31, 2016 ("2016 Form 10-K").

Our unaudited Consolidated Financial Statements reflect all adjustments which are, in the opinion of management, necessary for a fair presentation of the periods presented and are of a normal recurring nature.

**Earnings Per Share.** Our basic earnings per share, or EPS, is calculated as net income attributable to Equifax 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 net income amounts used in both our basic and diluted EPS calculations are the same. A reconciliation of the weighted-average outstanding shares used in the two calculations is as follows:

	Three Months Ended March 31,	
	2017	2016
	<i>(In millions)</i>	
Weighted-average shares outstanding (basic)	120.0	118.8
Effect of dilutive securities:		
Stock options and restricted stock units	1.9	2.0
Weighted-average shares outstanding (diluted)	121.9	120.8

For the three months ended March 31, 2017 and 2016, the stock options that were anti-dilutive were not material.

**Financial Instruments.** Our financial instruments consist of cash and cash equivalents, accounts and notes receivable, accounts payable and short- and long-term debt. The carrying amounts of these items, other than long-term debt, approximate their fair market values due to the short-term nature of these instruments. The fair value of our fixed-rate debt is

determined using Level 2 inputs such as quoted market prices for publicly traded instruments, and for non-publicly traded instruments through valuation techniques depending on the specific characteristics of the debt instrument. As of March 31, 2017 and December 31, 2016, the fair value of our long-term debt, including the current portion, based on observable inputs was \$2.4 billion compared to its carrying value of \$2.3 billion and \$2.4 billion, respectively.

**Derivatives and Hedging Activities.** Although derivative financial instruments are not utilized for speculative purposes or as the Company's primary risk management tool, derivatives have been used as a risk management tool to hedge the Company's exposure to changes in interest rates and foreign exchange rates. We have used interest rate swaps and interest rate lock agreements to manage interest rate risk associated with our fixed and floating-rate borrowings. Forward contracts on various foreign currencies have been used to manage the foreign currency exchange rate risk of certain firm commitments denominated in foreign currencies. We recognize all derivatives on the balance sheet at fair value. Derivative valuations reflect the value of the instrument including the value associated with any material counterparty risk.

**Economic Hedges.** In December 2015, in anticipation of the acquisition of Veda Group Limited ("Veda"), we purchased foreign currency options to buy Australian dollars with a weighted average strike price of \$0.7225 and a notional value of 1.0 billion Australian dollars. These foreign currency options ("options") were designed to act as economic hedges for the pending Veda acquisition and were marked to market. The options had an expiry date of February 18, 2016. In January 2016, we purchased additional options for a notional amount of 1.0 billion Australian dollars, with a weighted average strike price of \$0.7091, with expiry dates of February 11, 2016 and February 16, 2016. We settled all of the options on the respective settlement dates in February 2016. We recognized a net loss of \$15.4 million related to the options in the first quarter of 2016, which was recorded in other income (expense), net.

**Fair Value Measurements.** Fair value is determined based on the assumptions marketplace participants use in pricing the asset or liability. We use a three level fair value hierarchy to prioritize the inputs used in valuation techniques between observable inputs that reflect quoted prices in active markets, inputs other than quoted prices with observable market data and unobservable data (e.g., a company's own data).

The following table presents items measured at fair value on a recurring basis:

Description	Fair Value Measurements at Reporting Date Using:			
	Fair Value of Assets (Liabilities) at March 31, 2017	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(In millions)			
Deferred Compensation Plan Assets <sup>(1)</sup>	\$ 30.7	\$ 30.7	\$ —	\$ —
Deferred Compensation Plan Liability <sup>(1)</sup>	(30.7)	—	(30.7)	—
Total	\$ —	\$ 30.7	\$ (30.7)	\$ —

(1) We maintain deferred compensation plans that allow for certain management employees to defer the receipt of compensation (such as salary, incentive compensation and commissions) until a later date based on the terms of the plan. The liability representing benefits accrued for plan participants is valued at the quoted market prices of the participants' investment elections. The asset consists of mutual funds reflective of the participants' investment selections and is valued at daily quoted market prices.

**Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis.** As disclosed in Note 2, we completed various acquisitions during the year ended December 31, 2016. The values of net assets acquired and the resulting goodwill were recorded at fair value using Level 3 inputs. The majority of the related current assets acquired and liabilities assumed were recorded at their carrying values as of the date of acquisition, as their carrying values approximated their fair values due to their short-term nature. The fair values of goodwill and definite-lived intangible assets acquired in this acquisition were internally estimated primarily based on the income approach. The income approach estimates fair value based on the present value of the cash flows that the assets are expected to generate in the future. We developed internal estimates for the expected cash flows and discount rates in the present value calculations. The fair value of the equity method investment assets acquired were internally estimated based on the market approach. Under the market approach, we estimated fair value based on market multiples of comparable companies.

**Other Current Assets.** Other current assets on our Consolidated Balance Sheets primarily represent amounts in specifically designated accounts that hold the funds that are due to customers from our debt collection and recovery management services. As of March 31, 2017, these assets were approximately \$23.9 million, with a corresponding balance in

other current liabilities. These amounts are restricted as to their current use, and will be released according to the specific customer agreements. Other current assets also include certain current tax accounts.

**Variable Interest Entities.** We hold interests in certain entities, including credit data, information solutions and debt collections and recovery management ventures that are considered variable interest entities, or VIEs. These variable interests relate to ownership interests that require financial support for these entities. Our investments related to these VIEs totaled \$17.7 million at March 31, 2017, representing our maximum exposure to loss, with the exception of the guarantees referenced in Note 5. We are not the primary beneficiary and are not required to consolidate any of these VIEs, with the exception of a debt collections and recovery management venture, for which we meet the consolidation criteria under Accounting Standards Codification ("ASC") 810, *Consolidation*. In regards to that consolidated VIE, we have a 75% equity ownership interest and control of the activities that most significantly impact the VIE's economic performance. The assets and liabilities of the VIE for which we are the primary beneficiary were not significant to the Company's Consolidated Financial Statements, and no gain or loss was recognized because of its consolidation.

In evaluating whether we have the power to direct the activities of a VIE that most significantly impact its economic performance, we consider the purpose for which the VIE was created, the importance of each of the activities in which it is engaged and our decision-making role, if any, in those activities that significantly determine the entity's economic performance as compared to other economic interest holders. This evaluation requires consideration of all facts and circumstances relevant to decision-making that affects the entity's future performance and the exercise of professional judgment in deciding which decision-making rights are most important.

In determining whether we have the right to receive benefits or the obligation to absorb losses that could potentially be significant to the VIE, we evaluate all of our economic interests in the entity, regardless of form (debt, equity, management and servicing fees, and other contractual arrangements). This evaluation considers all relevant factors of the entity's design, including: the entity's capital structure, contractual rights to earnings (losses), subordination of our interests relative to those of other investors, contingent payments, as well as other contractual arrangements that have the potential to be economically significant. The evaluation of each of these factors in reaching a conclusion about the potential significance of our economic interests is a matter that requires the exercise of professional judgment.

Certain of our VIEs have redeemable noncontrolling interests that are subject to classification outside of permanent equity on the Company's Consolidated Balance Sheet. The redeemable noncontrolling interests are reflected using the redemption method as of the balance sheet date. Redeemable noncontrolling interest adjustments to the redemption values are reflected in retained earnings. The adjustment of redemption value at the period end that reflects a redemption value in excess of fair value is included as an adjustment to net income attributable to Equifax stockholders for the purposes of the calculation of earnings per share. No net of the current period adjustments reflect a redemption in excess of fair value. Additionally, due to the immaterial balance of the redeemable noncontrolling interest, we have elected to maintain the noncontrolling interest in permanent equity, rather than temporary equity, within our Consolidated Balance Sheet.

**Other Assets.** Other assets on our Consolidated Balance Sheets primarily represents our investment in unconsolidated affiliates, our cost method investment in Brazil, assets related to life insurance policies covering certain officers of the Company, and employee benefit trust assets.

**Cost Method Investment.** We monitor the status of our cost method investment in order to determine if conditions exist or events and circumstances indicate that it may be impaired in that its carrying amount may exceed the fair value of the investment. Significant factors that are considered that could be indicative of an impairment include: changes in business strategy, market conditions, underperformance relative to historical or expected future operating results; and negative industry or economic trends. If potential indicators of impairment exist, we estimate the fair value of the investment using a combination of a discounted cash flow analysis and an evaluation of EBITDA multiples for comparable companies. If the carrying value of the investment exceeds the estimated fair value, an impairment loss is recorded based on the amount by which the investment's carrying amount exceeds its fair value. As of March 31, 2017, our investment in Brazil, recorded at 44 million Reais (\$14.1 million), approximated the fair value.

**Other Current Liabilities.** Other current liabilities on our Consolidated Balance Sheets consist of corresponding amounts of other current assets, related to amounts in specifically designated accounts that hold the funds that are due to customers from our debt collection and recovery management services. As of March 31, 2017, these funds were approximately \$23.9 million. These amounts are restricted as to their current use, and will be released according to the specific customer agreements. Other current liabilities also include various accrued liabilities such as interest expense, accrued employee benefits, accrued taxes, accrued payroll, and accrued legal expenses.

**Change in Accounting Principle.** In March 2016, the Financial Accounting Standards Board (“FASB”) issued ASU 2016-09 "Compensation - Stock Compensation (Topic 718)". This standard requires the recognition of the income tax effects of awards in the income statement when the awards vest or are settled, thus eliminating additional paid-in capital pools. The guidance also allows for the employer to repurchase more of an employee’s shares for tax withholding purposes without triggering liability accounting. The new guidance requires the related payments to taxing authorities to be retrospectively presented as a cash outflow from financing activities. As a result, we reclassified \$17.8 million of cash outflows from operating activities in the first quarter of 2016 to a cash outflow from financing activities. In addition, the guidance allows for a policy election to account for forfeitures as they occur rather than on an estimated basis. The adoption of this guidance resulted in the recognition of \$14.9 million, or \$0.12 per diluted common share, of tax benefits in our Consolidated Statement of Income for the three months ended March 31, 2017. We also prospectively applied the provisions of the new guidance related to the presentation of windfall tax benefits as cash flows from operating activities which resulted in classifying \$14.9 million of cash flows from financing activities to operating activities for the three months ended March 31, 2017. We have elected to continue to estimate forfeitures expected to occur to determine the amount of compensation cost to be recognized each period.

**Recent Accounting Pronouncements. Pension Costs.** In March 2017, the FASB issued ASU 2017-07 "Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost (Topic 715)". This new guidance changes how employers that sponsor defined benefit pension plans and other postretirement plans present the net periodic benefit cost in the income statement. An employer is required to report the service cost component in the same line item or items as other compensation costs arising from services rendered by the pertinent employees during the period. Other components of net benefit cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations, if one is presented. The amendment also allows only the service cost component to be eligible for capitalization, when applicable. This new guidance will be effective for the Company for the first reporting period beginning after December 15, 2017, with early adoption permitted in the first quarter of 2017. The amendment will be applied retrospectively for the presentation requirements and prospectively for the capitalization of the service cost component requirements. The Company does not expect that the adoption of this guidance will have a material impact on the Company’s financial position or results of operations.

**Goodwill.** In January 2017, the FASB issued ASU 2017-04 "Simplifying the Test for Goodwill Impairment (Topic 350)". This standard eliminates Step 2 from the goodwill impairment test, instead requiring an entity to recognize a goodwill impairment charge for the amount by which the goodwill carrying amount exceeds the reporting unit’s fair value. This guidance is effective for interim and annual goodwill impairment tests in fiscal years beginning after December 15, 2019 with early adoption permitted. This guidance must be applied on a prospective basis. We do not expect the adoption of this guidance to have a material impact on our financial position, results of operations or cash flows.

**Definition of a business.** In January 2017, the FASB issued ASU 2017-01 "Clarifying the Definition of a Business (Topic 805)". This standard provides criteria to determine when an asset acquired or group of assets acquired is not a business. When substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. This reduces the number of transactions that need to be further evaluated. The guidance is effective for interim and annual reporting periods in fiscal years beginning after December 15, 2017 with early adoption permitted. We are currently evaluating the impact of the adoption of this guidance on our financial position, results of operations and cash flows.

**Leases.** In February 2016, the FASB issued ASU 2016-02 “Leases (Topic 842)”. This standard requires lessees to record most leases on their balance sheets and expenses on their income statements in a manner similar to current lease accounting. The guidance also eliminates current real estate-specific provisions for all entities. For lessors, the guidance modifies the classification criteria and the accounting for sales-type and direct financing leases. All entities will classify leases to determine how to recognize lease-related revenue and expense. The guidance becomes effective for fiscal years and interim reporting periods beginning after December 15, 2018. The Company is evaluating the potential effects of the adoption of this standard on its Consolidated Financial Statements.

**Revenue Recognition.** In May 2014, the FASB issued ASU No. 2014-9, "Revenue from Contracts with Customers." ASU 2014-9 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. ASU 2014-9 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-9 was originally effective for annual reporting periods, and interim periods within that period, beginning after December 15, 2016 and early adoption was not permitted. On July 9, 2015, the FASB voted to defer the effective date by one year to December 15, 2017 for interim and annual reporting periods beginning after that date and permitted early adoption of the standard, but not before the original effective date of December

15, 2016. Companies may use either a full retrospective or a modified retrospective approach to adopt ASU 2014-9. The Company is evaluating the potential effects of the adoption of this standard on its Consolidated Financial Statements.

Based on our current assessment, we anticipate adopting the standard using the modified retrospective method. The new standard will impact our contracts that have a known quantity over a defined term with price increases or decreases over the contract life. Under the current standard, the revenue related to these contracts were limited by billings in a period. Under the new standard the total contract value will be recognized ratably over the defined term or by using a transactional standalone selling price resulting in the creation of a contract asset or contract liability as transactions are delivered. We continue to review and evaluate our contracts under the new revenue recognition model to ascertain whether additional contract types will be affected by the new standard. Additionally, we are reviewing the impact of contract costs and additional disclosures required by the new revenue standard.

## 2. ACQUISITIONS AND INVESTMENTS

**2016 Acquisitions and Investments.** On February 24, 2016, the Company completed the acquisition of 100% of the ordinary voting shares of Veda for cash consideration of approximately \$1.7 billion ( 2.4 billion Australian dollars) and debt assumed of approximately \$189.5 million ( 261.9 million Australian dollars). The acquisition provides a strong platform for Equifax to offer data and analytic services and further broaden the Company's geographic footprint. Veda stockholders received 2.825 Australian dollars in cash for each share of Veda common stock they owned. The Company financed the transaction with \$1.7 billion of debt, consisting of commercial paper, an \$800 million 364 -day revolving credit facility (the "364-day Revolver"), and an \$800 million three -year delayed draw term loan facility (the "Term Loan"). Refer to Note 4 for further discussion on debt. Additionally, on August 23, 2016, the Company completed the acquisition of 100% of the assets and certain liabilities of unemployment tax and claims management specialists Barnett & Associates ("Barnett"), as well as the verifications business, Computersoft, LLC ("Computersoft").

**Pro Forma Financial Information.** The following table presents unaudited consolidated pro forma information as if our acquisition of Veda had occurred at the beginning of the earliest period presented. The pro forma amounts may not be necessarily indicative of the operating revenues and results of operations had the acquisition actually taken place at the beginning of the earliest period presented. Furthermore, the pro forma information may not be indicative of future performance.

	Three months ended March 31,	
	2016	
	As Reported	Pro Forma
	<i>(In millions, except per share data)</i>	
Operating revenues	\$ 728.3	\$ 765.0
Net income attributable to Equifax	102.1	101.5
Net income per share (basic)	0.86	0.85
Net income per share (diluted)	0.85	0.84

The unaudited pro forma financial information presented in the table above has been adjusted to give effect to adjustments that are (1) directly related to the business combination; (2) factually supportable; and (3) expected to have a continuing impact. These adjustments include, but are not limited to, the application of our accounting policies and depreciation and amortization related to fair value adjustments and intangible assets.

## 3. GOODWILL AND INTANGIBLE ASSETS

**Goodwill.** Goodwill represents the cost in excess of the fair value of the net assets acquired in a business combination. Goodwill is tested for impairment at the reporting unit level on an annual basis and on an interim basis if an event occurs or circumstances change that would reduce the fair value of a reporting unit below its carrying value. We perform our annual goodwill impairment tests as of September 30.

Changes in the amount of goodwill for the three months ended March 31, 2017, are as follows:

	U.S. Information Solutions	International	Workforce Solutions	Global Consumer Solutions	Total
	<i>(In millions)</i>				
Balance, December 31, 2016	\$ 1,071.3	\$ 1,814.6	\$ 952.1	\$ 136.3	\$ 3,974.3
Adjustments to initial purchase price allocation	—	0.9	—	—	0.9
Foreign currency translation	—	81.4	—	0.9	82.3
Balance, March 31, 2017	<u>\$ 1,071.3</u>	<u>\$ 1,896.9</u>	<u>\$ 952.1</u>	<u>\$ 137.2</u>	<u>\$ 4,057.5</u>

**Indefinite-Lived Intangible Assets.** Indefinite-lived intangible assets consist of indefinite-lived reacquired rights representing the value of rights which we had granted to various affiliate credit reporting agencies that were reacquired in the U.S. and Canada. At the time we acquired these agreements, they were considered perpetual in nature under the accounting guidance in place at that time and, therefore, the useful lives are considered indefinite. Indefinite-lived intangible assets are not amortized. We are required to test indefinite-lived intangible assets for impairment annually and whenever events or circumstances indicate that there may be an impairment of the asset value. We perform our annual indefinite-lived intangible asset impairment test as of September 30. The estimated fair value of our indefinite-lived intangible assets exceeded the carrying value as of September 30, 2016. As a result, no impairment was recorded. Our indefinite-lived intangible asset carrying amounts did not change materially during the three months ended March 31, 2017.

**Purchased Intangible Assets.** Purchased intangible assets represent the estimated acquisition date fair value of acquired intangible assets used in our business. Purchased data files represent the estimated acquisition date fair value of consumer credit files acquired primarily through the purchase of independent credit reporting agencies in the U.S. and Canada and the Veda acquisition. We expense the cost of modifying and updating credit files in the period such costs are incurred. Our reacquired rights represent the value of rights which we had granted to Computer Sciences Corporation that were reacquired in connection with the acquisition of certain assets of CSC Credit Services (“CSC Credit Services Acquisition”) in the fourth quarter of 2012. These reacquired rights are being amortized over the remaining term of the affiliation agreement on a straight-line basis until August 1, 2018. We amortize all of our purchased intangible assets on a straight-line basis. For additional information about the useful lives related to our purchased intangible assets, see Note 1 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

Purchased intangible assets at March 31, 2017 and December 31, 2016 consisted of the following:

	March 31, 2017			December 31, 2016		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	<i>(In millions)</i>					
<b>Definite-lived intangible assets:</b>						
Purchased data files	\$ 1,032.7	\$ (293.7)	\$ 739.0	\$ 1,012.7	\$ (276.0)	\$ 736.7
Acquired software and technology	134.2	(41.9)	92.3	131.5	(36.1)	95.4
Customer relationships	723.3	(286.5)	436.8	712.7	(273.0)	439.7
Reacquired rights	73.3	(55.8)	17.5	73.3	(52.5)	20.8
Proprietary database	21.5	(7.2)	14.3	21.5	(6.7)	14.8
Non-compete agreements	17.7	(14.4)	3.3	26.8	(22.2)	4.6
Trade names and other intangible assets	54.8	(45.7)	9.1	54.1	(42.3)	11.8
Total definite-lived intangible assets	<u>\$ 2,057.5</u>	<u>\$ (745.2)</u>	<u>\$ 1,312.3</u>	<u>\$ 2,032.6</u>	<u>\$ (708.8)</u>	<u>\$ 1,323.8</u>

Amortization expense related to purchased intangible assets was \$45.0 million and \$35.7 million during the three months ended March 31, 2017 and 2016, respectively.



Estimated future amortization expense related to definite-lived purchased intangible assets at March 31, 2017 is as follows:

Years ending December 31,	Amount
	<i>(In millions)</i>
2017	\$ 146.8
2018	138.3
2019	122.0
2020	116.9
2021	101.0
Thereafter	687.3
	\$ 1,312.3

#### 4. DEBT

Debt outstanding at March 31, 2017 and December 31, 2016 was as follows:

	March 31, 2017	December 31, 2016
	<i>(In millions)</i>	
Commercial paper	\$ 356.9	\$ 310.3
Notes, 6.30%, due July 2017	272.5	272.5
Term Loan, due Nov 2018	400.0	450.0
Notes, 2.30%, due June 2021	500.0	500.0
Notes, 3.30%, due Dec 2022	500.0	500.0
Notes, 3.25%, due June 2026	275.0	275.0
Debentures, 6.90%, due July 2028	125.0	125.0
Notes, 7.00%, due July 2037	250.0	250.0
Other	2.4	2.6
Total debt	2,681.8	2,685.4
Less short-term debt and current maturities	(631.8)	(585.4)
Less unamortized discounts and debt issuance costs	(12.6)	(13.2)
Total long-term debt, net	\$ 2,037.4	\$ 2,086.8

**Senior Credit Facilities.** We are party to a \$900.0 million five -year unsecured revolving credit facility (the "Revolver") and the previously described Term Loan, (the Revolver and the Term Loan collectively, the "Senior Credit Facilities"), with a group of financial institutions. The Revolver also has an accordion feature that allows us to request an increase in the total commitment to \$1.2 billion . Borrowings may be used for general corporate purposes, including working capital, capital expenditures, acquisitions and share repurchase programs. The Revolver and the Term Loan are scheduled to expire in November 2020 and November 2018 , respectively, with an option to request a maximum of two one -year extensions of the maturity date of the revolving credit facility. Availability of the Senior Credit Facility for borrowings is reduced by the outstanding principal balance of our commercial paper notes and by any letters of credit issued under the facility. As of March 31, 2017 , there were \$0.5 million of letters of credit outstanding. As of March 31, 2017 , there were no outstanding borrowings under the Revolver and \$542.6 million was available for borrowing.

**Commercial Paper Program.** Our \$900.0 million commercial paper program has been established through the private placement of commercial paper notes from time-to-time, in which borrowings bear interest at either a variable rate (based on LIBOR or other benchmarks), or a fixed rate, with the applicable rate and margin. Maturities of commercial paper can range from overnight to 397 days. Because the commercial paper ("CP") is backstopped by our Senior Credit Facility, the amount of CP which may be issued under the program is reduced by the outstanding face amount of any letters of credit issued under the facility and, pursuant to our existing Board of Directors authorization, by the outstanding borrowings under our Senior Credit Facility. At March 31, 2017 , \$356.9 million in commercial paper notes was outstanding.

For additional information about our debt agreements, see Note 5 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

## 5. COMMITMENTS AND CONTINGENCIES

**Data Processing, Outsourcing Services and Other Agreements.** We have separate agreements with IBM, Tata Consultancy Services and others to outsource portions of our computer data processing operations, applications development, business continuity and recovery services, help desk service and desktop support functions, operation of our voice and data networks, maintenance and related functions and to provide certain other administrative and operational services. Annual payment obligations in regard to these agreements vary due to factors such as the volume of data processed; changes in our servicing needs as a result of new product offerings, acquisitions or divestitures; the introduction of significant new technologies; foreign currency; or the general rate of inflation. In certain circumstances (e.g., a change in control or for our convenience), we may terminate these data processing and outsourcing agreements and, in doing so, certain of these agreements require us to pay significant termination fees.

**Guarantees and General Indemnifications.** We may issue standby letters of credit and performance bonds in the normal course of business. The aggregate notional amount of all performance bonds and standby letters of credit was not material at March 31, 2017, and all have a remaining maturity of one year or less. We may issue other guarantees in the ordinary course of business. The maximum potential future payments we could be required to make under the guarantees in the ordinary course of business is not material at March 31, 2017. We have agreed to guarantee the liabilities and performance obligations (some of which have limitations) of a certain debt collections and recovery management VIE under its commercial agreements.

We have agreed to standard indemnification clauses in many of our lease agreements for office space, covering such things as tort, environmental and other liabilities that arise out of or relate to our use or occupancy of the leased premises. Certain of our credit agreements include provisions which require us to make payments to preserve an expected economic return to the lenders if that economic return is diminished due to certain changes in law or regulations. In conjunction with certain transactions, such as sales or purchases of operating assets or services in the ordinary course of business, or the disposition of certain assets or businesses, we sometimes provide routine indemnifications, the terms of which range in duration and sometimes are not limited. Additionally, the Company has entered into indemnification agreements with its directors and executive officers to indemnify such individuals to the fullest extent permitted by applicable law against liabilities that arise by reason of their status as directors or officers. The Company maintains directors and officers liability insurance coverage to reduce its exposure to such obligations.

We cannot reasonably estimate our potential future payments under the guarantees and indemnities and related provisions described above because we cannot predict when and under what circumstances these provisions may be triggered. We had no accruals related to guarantees and indemnities on our Consolidated Balance Sheets at March 31, 2017 or December 31, 2016.

**Contingencies.** We are involved in legal and regulatory matters, government investigations, claims and litigation arising in the ordinary course of business. We periodically assess our exposure related to these matters based on the information which is available. We have recorded accruals in our Consolidated Financial Statements for those matters in which it is probable that we have incurred a loss and the amount of the loss, or range of loss, can be reasonably estimated. These amounts do not have a material impact on our Consolidated Financial Statements, either individually or in the aggregate.

For additional information about these and other commitments and contingencies, see Note 6 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

## 6. INCOME TAXES

We are subject to U.S. federal, state and international income taxes. We are generally no longer subject to federal, state, or international income tax examinations by tax authorities for years before 2014 with few exceptions. Due to the potential for resolution of state and foreign examinations, and the expiration of various statutes of limitations, it is reasonably possible that our gross unrecognized tax benefit balance may change within the next twelve months by a range of \$0 to \$1.6 million.

**Effective Tax Rate.** Our effective income tax rate was 20.6% and 33.5% for the three months ended March 31, 2017 and March 31, 2016, respectively. The decrease in our effective income tax rate is primarily attributable to the adoption of the

new stock-based compensation guidance we prospectively adopted in the first quarter of 2017 that requires the recognition of the income tax effects of awards in the income statement when the awards vest or are settled. These amounts were previously recognized in additional paid-in-capital. Additionally, the 2017 rate is lower due to adjustments for uncertain tax positions related to the recent settlement of an income tax audit.

## 7. ACCUMULATED OTHER COMPREHENSIVE INCOME

Changes in accumulated other comprehensive income by component, after tax, for the three months ended March 31, 2017, are as follows:

	Foreign currency	Pension and other postretirement benefit plans	Cash flow hedging transactions	Total
	<i>(In millions)</i>			
Balance, December 31, 2016	\$ (262.0)	\$ (265.9)	\$ (1.0)	\$ (528.9)
Other comprehensive income before reclassifications	112.4	—	(0.4)	112.0
Amounts reclassified from accumulated other comprehensive income	—	2.5	—	2.5
Net current-period other comprehensive income	112.4	2.5	(0.4)	114.5
Balance, March 31, 2017	\$ (149.6)	\$ (263.4)	\$ (1.4)	\$ (414.4)

Reclassifications out of accumulated other comprehensive income for the three months ended March 31, 2017, are as follows:

Details about accumulated other comprehensive income components	Amount reclassified from accumulated other comprehensive income	Affected line item in the statement where net income is presented
	<i>(In millions)</i>	
Amortization of pension and other postretirement plan items:		
Prior service cost	\$ 0.1	(1)
Recognized actuarial loss	(4.2)	(1)
	(4.1)	Total before tax
	1.6	Tax benefit
	\$ (2.5)	Net of tax

(1) These accumulated other comprehensive income components are included in the computation of net periodic pension cost (See Note 8 Benefit Plans for additional details).

Changes in accumulated other comprehensive income related to noncontrolling interests were not material as of March 31, 2017.

## 8. BENEFIT PLANS

We sponsor defined benefit pension plans and defined contribution plans. For additional information about our benefit plans, see Note 10 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

The following table provides the components of net periodic benefit cost, included in selling, general and administrative expenses in the Consolidated Statements of Income, for the three months ended March 31, 2017 and 2016 :

	Pension Benefits		Other Benefits	
	Three months ended March 31,			
	2017	2016	2017	2016
	<i>(In millions)</i>			
Service cost	\$ 1.0	\$ 0.9	\$ 0.1	\$ 0.1
Interest cost	7.1	8.0	0.2	0.2
Expected return on plan assets	(9.3)	(9.6)	(0.3)	(0.3)
Amortization of prior service cost	0.2	0.2	(0.3)	(0.3)
Recognized actuarial loss	3.8	3.5	0.4	0.2
Total net periodic benefit cost	\$ 2.8	\$ 3.0	\$ 0.1	\$ (0.1)

## 9. SEGMENT INFORMATION

**Reportable Segments.** We manage our business and report our financial results through the following four reportable segments, which are the same as our operating segments:

- U.S. Information Solutions ("USIS")
- International
- Workforce Solutions
- Global Consumer Solutions

The accounting policies of the reportable segments are the same as those described in our summary of significant accounting policies in Note 1 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K. We evaluate the performance of these reportable segments based on their operating revenues, operating income and operating margins, excluding unusual or infrequent items, if any. Inter-segment sales and transfers are not material for all periods presented. The measurement criteria for segment profit or loss and segment assets are substantially the same for each reportable segment. All transactions between segments are accounted for at fair market value or cost depending on the nature of the transaction, and no timing differences occur between segments.

A summary of segment products and services is as follows:

**U.S. Information Solutions.** This segment includes consumer and commercial information services (such as credit information and credit scoring, credit modeling services and portfolio analytics (decisioning tools), which are derived from our databases of business credit and financial information, locate services, fraud detection and prevention services, identity verification services and other consulting services); mortgage loan information; financial marketing services; and identity management.

**International.** This segment includes information services products, which includes consumer and commercial services (such as credit and financial information, credit scoring and credit modeling services), credit and other marketing products and services. In Europe, Asia Pacific and Latin America, we also provide information, technology and services to support debt collections and recovery management.

**Workforce Solutions.** This segment includes employment, income and social security number verification services as well as complementary payroll-based transaction services and employment tax management services.

**Global Consumer Solutions.** This segment includes credit information, credit monitoring and identity theft protection products sold directly and indirectly to consumers via the internet and in various hard-copy formats in the U.S., Canada, and the U.K.

Operating revenue and operating income by operating segment during the three months ended March 31, 2017 and 2016 are as follows:

<i>(In millions)</i>	<b>Three Months Ended March 31,</b>	
	<b>2017</b>	<b>2016</b>
<b>Operating revenue:</b>		
U.S. Information Solutions	\$ 310.1	\$ 294.9
International	216.2	158.1
Workforce Solutions	200.0	180.1
Global Consumer Solutions	105.9	95.2
Total operating revenue	<u>\$ 832.2</u>	<u>\$ 728.3</u>

<i>(In millions)</i>	<b>Three Months Ended March 31,</b>	
	<b>2017</b>	<b>2016</b>
<b>Operating income:</b>		
U.S. Information Solutions	\$ 129.7	\$ 122.8
International	29.8	19.4
Workforce Solutions	89.5	78.6
Global Consumer Solutions	30.8	27.0
General Corporate Expense	(63.0)	(71.6)
Total operating income	<u>\$ 216.8</u>	<u>\$ 176.2</u>

Total assets by operating segment at March 31, 2017 and December 31, 2016 are as follows:

<i>(In millions)</i>	<b>March 31,</b>	<b>December 31,</b>
	<b>2017</b>	<b>2016</b>
<b>Total assets:</b>		
U.S. Information Solutions	\$ 1,800.5	\$ 1,824.0
International	3,032.3	2,932.5
Workforce Solutions	1,342.4	1,337.0
Global Consumer Solutions	191.8	193.7
General Corporate	422.0	376.8
Total assets	<u>\$ 6,789.0</u>	<u>\$ 6,664.0</u>

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

As used herein, the terms Equifax, the Company, we, our and us refer to Equifax Inc., a Georgia corporation, and its consolidated subsidiaries as a combined entity, except where it is clear that the terms mean only Equifax Inc.

All references to earnings per share data in Management's Discussion and Analysis, or MD&A, are to diluted earnings per share, or EPS, unless otherwise noted. 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.

### BUSINESS OVERVIEW

We are a leading global provider of information solutions, employment and income verifications and human resources business process outsourcing services. We leverage some of the largest sources of consumer and commercial data, along with advanced analytics and proprietary technology, to create customized insights which enable our business customers to grow faster, more efficiently and more profitably, and to inform and empower consumers.

Businesses rely on us for consumer and business credit intelligence, credit portfolio management, fraud detection, decisioning technology, marketing tools, debt management and human resources-related services. We also offer a portfolio of products that enable individual consumers to manage their financial affairs and protect their identity. Our revenue stream is diversified among businesses across a wide range of industries, international geographies and individual consumers.

### Segment and Geographic Information

**Segments.** The USIS segment, the largest of our four segments, consists of three service lines: Online Information Solutions; Mortgage Solutions; and Financial Marketing Services. Online Information Solutions and Mortgage Solutions revenue is principally transaction-based and is derived from our sales of products such as consumer and commercial credit reporting and scoring, identity management, fraud detection and modeling services. USIS also markets certain decisioning software services, which facilitate and automate a variety of consumer and commercial credit-oriented decisions. Financial Marketing Services revenue is principally project and subscription based and is derived from our sales of batch credit and consumer wealth information such as those that assist clients in acquiring new customers, cross selling to existing customers and managing portfolio risk.

The International segment consists of Canada, Europe, Asia Pacific and Latin America. Following the acquisition of Veda, we have created an Asia Pacific reporting unit which consists mainly of our Australia and New Zealand operations. Canada's services are similar to our USIS offerings, while Europe, Asia Pacific and Latin America are made up of varying mixes of service lines that are in our USIS reportable segment. In Europe, Asia Pacific and Latin America, we also provide information and technology services to support lenders and other creditors in the collections and recovery management process.

The Workforce Solutions segment consists of the Verification Services and Employer Services business lines. Verification Services revenue is transaction-based and is derived primarily from employment and income verification. Employer Services revenues are derived from our provision of certain human resources business process outsourcing services that include both transaction and subscription based product offerings. These services include unemployment claims management, employment-based tax credit services and other complementary employment-based transaction services.

Global Consumer Solutions revenue is both transaction and subscription based and is derived from the sale of credit monitoring and identity theft protection products, which we deliver electronically to consumers primarily via the internet in the U.S., Canada, and the U.K. We reach consumers directly and indirectly through partners. We also sell consumer and credit information to resellers who combine our information with other information to provide direct to consumer monitoring, reports and scores.

**Geographic Information.** We currently have significant operations in the following countries: Argentina, Australia, Canada, Chile, Costa Rica, Ecuador, El Salvador, Honduras, India, Mexico, New Zealand, Paraguay, Peru, Portugal, the Republic of Ireland, Spain, the U.K., Uruguay and the U.S. We also offer Equifax branded credit services in India and Russia through joint ventures, we have investments in consumer and/or commercial credit information companies through joint ventures in Cambodia, Malaysia and Singapore, and have an investment in a consumer and commercial credit information company in Brazil.

**Key Performance Indicators.** Management focuses on a variety of key indicators to monitor operating and financial performance. These performance indicators include operating revenue, change in operating revenue, operating income, operating margin, net income attributable to Equifax, diluted earnings per share, cash provided by operating activities and capital expenditures. The key performance indicators for the three months ended March 31, 2017 and 2016 were as follows:

	<b>Key Performance Indicators</b>	
	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2017</b>	<b>2016</b>
	<i>(In millions, except per share data)</i>	
Operating revenue	\$ 832.2	\$ 728.3
Operating revenue change	14%	12%
Operating income	\$ 216.8	\$ 176.2
Operating margin	26.1%	24.2%
Net income attributable to Equifax	\$ 153.3	\$ 102.1
Diluted earnings per share from continuing operations	\$ 1.26	\$ 0.85
Cash provided by operating activities	\$ 103.7	\$ 108.1
Capital expenditures*	\$ (39.5)	\$ (40.2)

\*Amounts above exclude changes in accruals for capital expenditures.

### Operational and Financial Highlights

- We did not repurchase shares of our common stock during the first three months of 2017. At March 31, 2017, \$ 667.2 million was available for future purchases of common stock under our share repurchase authorization.
- We paid out \$46.9 million or \$0.39 per share in dividends to our shareholders during the first three months of 2017.

### Business Environment and Company Outlook

Demand for our services tends to be correlated to general levels of economic activity and to consumer credit activity, both enhanced by our own initiatives to expand our products and markets served, and to small commercial credit and marketing activity. In the United States we expect modest growth in overall economic activity and consumer credit for the remainder of the year. Mortgage market volumes are expected to be down in the double digit range for the full year. The economic environments impacting five of our six largest international operations, in the U.K., Australia, Canada, Argentina, and Chile, are expected to strengthen in 2017 relative to 2016. In Spain, economic growth is expected to remain good in 2017, although somewhat slower than in 2016. In addition, at their current levels, weaker foreign exchange rates compared to the prior year, will negatively impact both growth in revenue and profit when reported in U.S. dollars.

Over the long term, we expect that our ongoing investments in new product innovation, business execution, enterprise growth initiatives, technology infrastructure, and continuous process improvement will enable us to deliver long-term average organic revenue growth ranging between 6% and 8% with additional growth of 1% to 2% derived from strategic acquisitions consistent with our long term business strategy. We also expect to grow earnings per share at a somewhat faster rate than revenue over time as a result of both operating and financial leverage.

## RESULTS OF OPERATIONS—THREE MONTHS ENDED MARCH 31, 2017 AND 2016

### Consolidated Financial Results

#### Operating Revenue

Consolidated Operating Revenue	Three Months Ended March 31,		Change	
	2017	2016	\$	%
	<i>(In millions)</i>			
U.S. Information Solutions	\$ 310.1	\$ 294.9	\$ 15.2	5%
International	216.2	158.1	58.1	37%
Workforce Solutions	200.0	180.1	19.9	11%
Global Consumer Solutions	105.9	95.2	10.7	11%
Consolidated operating revenue	<u>\$ 832.2</u>	<u>\$ 728.3</u>	<u>\$ 103.9</u>	<u>14%</u>

Revenue increased by \$103.9 million or 14% , in the first quarter of 2017, compared to the same period in 2016. The growth was driven by broad-based growth due to revenue increases in mortgage, government, reseller and healthcare verticals as well as the Veda acquisition. Total revenue was negatively impacted by foreign exchange rates, which reduced revenue, on a constant currency basis, by \$7.5 million, or 1%.

#### Operating Expenses

Consolidated Operating Expenses	Three Months Ended March 31,		Change	
	2017	2016	\$	%
	<i>(In millions)</i>			
Consolidated cost of services	\$ 300.8	\$ 253.3	\$ 47.5	19%
Consolidated selling, general and administrative expenses	243.3	243.1	0.2	—%
Consolidated depreciation and amortization expense	71.3	55.7	15.6	28%
Consolidated operating expenses	<u>\$ 615.4</u>	<u>\$ 552.1</u>	<u>\$ 63.3</u>	<u>11%</u>

Cost of services increased \$47.5 million in the first quarter of 2017, as compared to the same period in 2016. The increase was due to higher production costs driven by higher revenues including the Veda acquisition, and an increase in people costs. The impact of changes in foreign exchange rates reduced cost of services by \$3.6 million in the first quarter of 2017.

Selling, general and administrative expense increased \$0.2 million in the first quarter of 2017, as compared to the same period in 2016. The overall increase was due to increased people costs, including the Veda acquisition, offset by a decline in Veda integration and transaction costs, as well as a decline in litigation costs. The impact of changes in foreign currency exchange rates reduced our selling, general and administrative expenses by \$2.6 million in the first quarter of 2017.

Depreciation and amortization expense for the first quarter of 2017 increased by \$15.6 million, compared to the same period in 2016, primarily due to the Veda acquisition.



## Operating Income and Operating Margin

Consolidated Operating Income	Three Months Ended March 31,		Change	
	2017	2016	\$	%
	<i>(In millions)</i>			
Consolidated operating revenue	\$ 832.2	\$ 728.3	\$ 103.9	14%
Consolidated operating expenses	615.4	552.1	63.3	11%
Consolidated operating income	\$ 216.8	\$ 176.2	\$ 40.6	23%
Consolidated operating margin	26.1%	24.2%	1.9	% pts

Total company operating margin increased in the first quarter of 2017 due to increased margins across all of our businesses, partially offset by the increase in the amortization of intangibles from the Veda acquisition.

## Interest Expense and Other Income (Expense), net

Consolidated Interest Expense and Other Income (Expense), net	Three Months Ended March 31,		Change	
	2017	2016	\$	%
	<i>(In millions)</i>			
Consolidated interest expense	\$ (24.2)	\$ (20.1)	\$ (4.1)	20 %
Consolidated other income (expense), net	3.1	(2.1)	5.2	nm
Average cost of debt	3.6%	3.8%		
Total consolidated debt, net, at quarter end	\$ 2,669.2	\$ 3,069.2	\$ (400.0)	(13)%

Interest expense increased for the first quarter of 2017 when compared to the same period in 2016, due to an overall increase in our consolidated average debt outstanding as of March 31, 2017 incurred to finance the Veda acquisition. Our average cost of debt decreased for the first quarter of 2017, compared to the prior year period, due to lower long-term rates related to the issuance of 2.3% and 3.25% Senior Notes.

Other income (expense), net, for the first quarter of 2017, increased as compared to the prior year period, due primarily to a 2016 loss on the economic hedges, offset by a foreign currency gain on intercompany debt, both items related to the Veda transaction which did not recur in 2017.

## Income Taxes

Consolidated Provision for Income Taxes	Three Months Ended March 31,		Change	
	2017	2016	\$	%
	<i>(In millions)</i>			
Consolidated provision for income taxes	\$ (40.3)	\$ (51.6)	\$ 11.3	(22)%
Effective income tax rate	20.6%	33.5%		

Our effective income tax rate was 20.6% for the first quarter of 2017, down from 33.5% for the first quarter of 2016. The decrease in our effective income tax rate is primarily attributable to the adoption of the new stock-based compensation guidance we prospectively adopted in the first quarter of 2017 that requires the recognition of the income tax effects of awards in the income statement when the awards vest or are settled. These amounts were previously recognized in additional paid-in-capital. Additionally, the 2017 rate is lower due to adjustments for uncertain tax positions related to the recent settlement of an income tax audit.

## Net Income

Consolidated Net Income	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions, except per share amounts)</i>				
Consolidated operating income	\$ 216.8	\$ 176.2	\$ 40.6	23 %
Consolidated other expense, net	(21.1)	(22.2)	1.1	(5)%
Consolidated provision for income taxes	(40.3)	(51.6)	11.3	(22)%
Consolidated net income	155.4	102.4	53.0	52 %
Net income attributable to noncontrolling interests	(2.1)	(0.3)	(1.8)	600 %
Net income attributable to Equifax	\$ 153.3	\$ 102.1	\$ 51.2	50 %
Diluted earnings per common share:				
Net income attributable to Equifax	\$ 1.26	\$ 0.85	\$ 0.41	48 %
Weighted-average shares used in computing diluted earnings per share	121.9	120.8		

Consolidated net income increased by \$ 53.0 million or 52% in the first quarter of 2017, due to increased operating income across all segments, the tax benefit related to the prospective adoption of the new stock-based compensation guidance in the first quarter of 2017 and adjustments for uncertain tax positions related to the recent settlement of an income tax audit. This increase was partially offset by an increase in interest expense.

## Segment Financial Results

### USIS

U.S. Information Solutions	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions)</i>				
Operating revenue:				
Online Information Solutions	\$ 225.2	\$ 218.1	\$ 7.1	3%
Mortgage Solutions	38.6	31.6	7.0	22%
Financial Marketing Services	46.3	45.2	1.1	2%
Total operating revenue	\$ 310.1	\$ 294.9	\$ 15.2	5%
% of consolidated revenue	37%	40%		
Total operating income	\$ 129.7	\$ 122.8	\$ 6.9	6%
Operating margin	41.8%	41.6%	0.2	%pts

USIS revenue increased 5% in the first quarter of 2017, as compared to the prior year period, driven by growth across our core credit decision services, core mortgage, identity and fraud solutions, and marketing services.

### Online Information Solutions

Revenue for the first quarter of 2017 increased 3% when compared to the prior year period, driven by growth in our core credit decisioning and identity and fraud solutions businesses.

### Mortgage Solutions

Revenue increased by 22% for the first quarter of 2017, when compared to the prior year period, primarily driven by growth in core mortgage, as well as growth from other mortgage product offerings.

### Financial Marketing Services

Revenue increased 2% for the first quarter of 2017, as compared to the prior year period due to increases in marketing services.

## USIS Operating Margin

USIS operating margin increased from 41.6% in the first quarter of 2016 to 41.8% in the first quarter of 2017 due to revenue growth and decreases in litigation costs, offset by increased people costs and product mix.

## International

International	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions)</i>				
Operating revenue:				
Asia Pacific	\$ 72.0	\$ 27.6	\$ 44.4	161%
Europe	61.7	60.5	1.2	2%
Latin America	51.0	42.5	8.5	20%
Canada	31.5	27.5	4.0	15%
Total operating revenue	\$ 216.2	\$ 158.1	\$ 58.1	37%
% of consolidated revenue	26%	22%		
Total operating income	\$ 29.8	\$ 19.4	\$ 10.4	54%
Operating margin	13.8%	12.3%		1.5 %pts

nm - not meaningful.

International revenue increased 37% in the first quarter of 2017, as compared to the prior year period. Local currency revenue growth, excluding Veda, for the first quarter of 2017 was 14% , primarily driven by strong growth across all regions. Local currency fluctuations against the U.S. dollar negatively impacted revenue by \$6.3 million in the first quarter of 2017.

### Asia Pacific

Revenue growth of \$44.4 million for the first quarter of 2017, as compared to the prior year period, was driven by the Veda acquisition.

### Europe

On a local currency basis, revenue increased 15% in the first quarter of 2017, as compared to the prior year period, primarily due to growth in U.K. debt management services and analytical services in Spain. Local currency fluctuations against the U.S. dollar negatively impacted revenue by \$7.9 million , or 13% , for the first quarter of 2017. Reported revenue increased 2% in the first quarter of 2017.

### Latin America

On a local currency and reported basis, revenue increased 20% in the first quarter of 2017, as compared to the prior year period, primarily driven by core organic growth primarily in Argentina and Chile.

### Canada

On a local currency basis, revenue increased 11% in the first quarter of 2017, as compared to the prior year period, due to core organic growth. Local currency fluctuations against the U.S. dollar positively impacted revenue by \$1.1 million , or 4% , in the first quarter of 2017. Reported revenue increased by 15% in the first quarter of 2017 .

## International Operating Margin

Operating margin increased from 12.3% in the first quarter of 2016 to 13.8% in the first quarter of 2017 due to product mix and a decrease in transaction, integration costs related to the Veda acquisition, and a gain on the sale of an asset, partially offset by increased purchased intangibles amortization.

## Workforce Solutions

Workforce Solutions	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions)</i>				
Operating revenue:				
Verification Services	\$ 115.1	\$ 99.2	\$ 15.9	16%
Employer Services	84.9	80.9	4.0	5%
Total operating revenue	\$ 200.0	\$ 180.1	\$ 19.9	11%
% of consolidated revenue	24%	25%		
Total operating income	\$ 89.5	\$ 78.6	\$ 10.9	14%
Operating margin	44.7%	43.6%		1.1 % pts

Workforce Solutions revenue increased by 11% in the first quarter of 2017, as compared to the prior year period, due to strong growth in the healthcare, mortgage, government, and financial verticals, partially offset by a decline in our employment based tax credit product due to the timing of tax law enactments.

### Verification Services

Revenue increased 16% in the first quarter of 2017, compared to the prior year period, due to strong growth in mortgage, government, financial, auto, and pre-employment screening verticals, and continued addition of new records to The Work Number database.

### Employer Services

Revenue increased 5% in the first quarter of 2017, compared to the prior year period, due to growth in our workforce analytics and on-boarding products, partially offset by a decline in our employment based tax credit product due to the timing of tax law enactments.

### Workforce Solutions Operating Margin

Operating margin increased from 43.6% for the first quarter of 2016 to 44.7% for the first quarter of 2017, driven by strong revenue growth over the first quarter 2016.

## Global Consumer Solutions

Global Consumer Solutions	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions)</i>				
Total operating revenue	\$ 105.9	\$ 95.2	\$ 10.7	11%
% of consolidated revenue	13%	13%		
Total operating income	\$ 30.8	\$ 27.0	\$ 3.8	14%
Operating margin	29.1%	28.3%		0.8 %pts

Revenue increased 11% for the first quarter of 2017, as compared to the prior year period. Local currency revenue grew 13% in the first quarter of 2017, due to the growth of the direct to consumer reseller and U.S. indirect businesses. Local currency fluctuations against the U.S. dollar negatively impacted revenue by \$1.2 million, or 1%, for the first quarter of 2017. Operating margin increased from 28.3% in the first quarter of 2016 to 29.1% in the first quarter of 2017, due to changes in product mix and decreases in marketing costs.

## General Corporate Expense

General Corporate Expense	Three Months Ended March 31,		Change	
	2017	2016	\$	%
<i>(In millions)</i>				
General corporate expense	\$ 63.0	\$ 71.6	\$ (8.6)	(12)%

Our general corporate expenses are unallocated costs that are incurred at the corporate level and include those expenses impacted by corporate direction, including shared services, technology, administrative, legal, restructuring, and the portion of management incentive compensation determined by total company-wide performance. General corporate expense decreased \$8.6 million in the first quarter due to decreases in Veda transaction and integration costs partially offset by increased depreciation and amortization.

## LIQUIDITY AND FINANCIAL CONDITION

Management assesses liquidity in terms of our ability to generate cash to fund operating, investing and financing activities. We continue to generate substantial cash from operating activities and remain in a strong financial position, with resources available for reinvestment in existing businesses, strategic acquisitions and managing our capital structure to meet short and long-term objectives.

### Sources and Uses of Cash

Funds generated by operating activities and our credit facilities continue to be our most significant sources of liquidity. We expect that funds generated from results of operations will be sufficient to finance our anticipated working capital and other cash requirements (such as capital expenditures, interest payments, potential pension funding contributions, acquisition and integration costs, and dividend payments) for the foreseeable future. If borrowings were needed, we would expect to borrow in the commercial paper or corporate bond markets; or in the event that credit market conditions were to deteriorate, we would rely more heavily on borrowings from the Revolver as described below. At March 31, 2017, \$542.6 million was available to borrow under our Revolver. Our Revolver does not include a provision under which lenders could refuse to allow us to borrow under the facility in the event of a material adverse change in our financial condition, as long as we are in compliance with the covenants contained in the credit agreement.

The following table summarizes our cash flows for the three months ended March 31, 2017 and 2016 :

Net cash provided by (used in):	Three Months Ended March 31,		Change	
	2017	2016	2017 vs. 2016	
<i>(In millions)</i>				
Operating activities	\$ 103.7	\$ 108.1	\$ (4.4)	
Investing activities	\$ (49.0)	\$ (1,778.8)	\$ 1,729.8	
Financing activities	\$ (63.3)	\$ 1,646.4	\$ (1,709.7)	

### Operating Activities

Cash provided by operating activities in the three months ended March 31, 2017 decreased by \$4.4 million over the prior year, due to an increase in working capital mostly driven by a decrease in current and long-term liabilities, excluding debt, and an increase in other assets, current and long-term, partially offset by an increase in net income and slower growth in accounts receivable.

*Fund Transfer Limitations.* The ability of certain of our subsidiaries and associated companies to transfer funds to the U.S. is limited, in some cases, by certain restrictions imposed by foreign governments. These restrictions do not, individually or in the aggregate, materially limit our ability to service our indebtedness, meet our current obligations or pay dividends. As of March 31, 2017, we held \$108.9 million of cash in our foreign subsidiaries.

## Investing Activities

### Capital Expenditures

Net cash used in:	Three Months Ended March 31,		Change
	2017	2016	2017 vs. 2016
	<i>(In millions)</i>		
Capital expenditures*	\$ (50.3)	\$ (40.2)	\$ (10.1)

\*Amounts above include cash outflows for capital expenditures.

Our capital expenditures are used for developing, enhancing and deploying new and existing software in support of our expanding product set, replacing or adding facilities and equipment, updating systems for regulatory compliance, the licensing of software applications and investing in system reliability, security and disaster recovery enhancements. Capital expenditures in the first three months of 2017 increased by \$10.1 million from the same period in 2016 as we paid amounts that were accrued as of December 31, 2016.

### Acquisitions, Divestitures and Investments

Net cash used in:	Three Months Ended March 31,		Change
	2017	2016	2017 vs. 2016
	<i>(In millions)</i>		
Acquisitions, net of cash acquired	\$ (7.3)	\$ (1,727.8)	\$ 1,720.5
Economic hedges	\$ —	\$ (10.8)	\$ 10.8
Cash received from sale of asset	\$ 8.6	\$ —	\$ 8.6

During the first quarter of 2016, the Company completed the acquisition of 100% of the ordinary voting shares of Veda for cash consideration of approximately \$1.7 billion.

During the first quarter of 2016, we settled all of the foreign currency options on the respective settlement dates for a net cash payment of \$10.8 million.

## Financing Activities

### Borrowings and Credit Facility Availability

Net cash provided by (used in):	Three Months Ended March 31,		Change
	2017	2016	2017 vs. 2016
	<i>(In millions)</i>		
Net short-term borrowings	\$ 46.4	\$ 900.1	\$ (853.7)
Payments on long-term debt	\$ (50.0)	\$ (10.0)	\$ (40.0)
Borrowings on long-term debt	\$ —	\$ 800.0	\$ (800.0)

### Credit Facility Availability

Our principal unsecured revolving credit facility with a group of banks, which we refer to as the Revolver, permits us to borrow up to \$900.0 million through November 2020. The Revolver may be used for general corporate purposes. Availability of the Revolver for borrowings is reduced by the outstanding face amount of any letters of credit issued under the facility and by the outstanding principal amount of our CP notes.

Our \$900.0 million CP program has been established to allow for borrowing through the private placement of CP with maturities ranging from overnight to 397 days. We may use the proceeds of CP for general corporate purposes. The CP program is supported by our Revolver and, pursuant to our existing Board of Directors authorization, the total amount of CP which may be issued is reduced by the amount of any outstanding borrowings under our Revolver.

At March 31, 2017, \$356.9 million was outstanding under our CP program. At March 31, 2017, a total of \$542.6 million was available under our Revolver.

At March 31, 2017, 72% of our debt was fixed-rate debt and 28% was effectively variable-rate debt. Our variable-rate debt consists of our commercial paper, which is generally issued for terms of 1 to 100 days, and our Term Loan. At March 31, 2017, the interest rates on our variable-rate debt ranged from 0.99% to 2.10%.

### ***Borrowing and Repayment Activity***

Net short-term borrowings primarily represent activity under our CP program and borrowings under the 364-day Revolver. We primarily borrow under our CP program, as needed and availability allows.

The decrease in net short-term borrowings primarily reflects the net activity of CP notes in the first three months of 2017 compared to the comparable 2016 period, as well as the draw down on the 364-day Revolver during the first quarter of 2016 and the pay off of the Veda assumed debt in the first quarter of 2016.

Payments on long-term debt reflect \$50 million and \$10 million payments made in the first quarter of 2017 and 2016, respectively, on our Term Loan. Borrowings on long-term debt reflect an \$800 million draw down in the first quarter of 2016 on our Term Loan.

***Debt Covenants.*** A downgrade in our credit ratings would increase the cost of borrowings under our CP program and Senior Credit Facilities, and could limit or, in the case of a significant downgrade, preclude our ability to issue CP. Our outstanding indentures and comparable instruments also contain customary covenants including, for example, limits on the incurrence of secured debt and sale/leaseback transactions. In addition, the Senior Credit Facilities limit the amount of subsidiary debt and the amount of debt secured by liens, and require us to maintain a maximum leverage ratio of not more than 3.5 to 1.0. None of these covenants are considered restrictive to our operations and, as of March 31, 2017, we were in compliance with all of our debt covenants.

We do not have any credit rating triggers that would accelerate the maturity of a material amount of our outstanding debt; however, our 6.3% Senior Notes due 2017, 2.3% Senior Notes due 2021, 3.3% Senior Notes due 2022, 3.25% Senior Notes due 2026 and 7.0% Senior Notes due 2037 (together, the “Senior Notes”) contain change of control provisions. If we experience a change of control or publicly announce our intention to effect a change of control and the rating on the Senior Notes is lowered by each of Standard & Poor’s, or S&P, and Moody’s Investors Service, or Moody’s, below an investment grade rating within 60 days of such change of control or notice thereof, we will be required to offer to repurchase the Senior Notes at a price equal to 101% of the aggregate principal amount of the Senior Notes plus accrued and unpaid interest.

For additional information about our debt, including the terms of our financing arrangements, basis for variable interest rates and debt covenants, see Note 5 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

### **Equity Transactions**

<b>Net cash provided by (used in):</b>	<b>Three Months Ended March 31,</b>		<b>Change</b>
	<b>2017</b>	<b>2016</b>	<b>2017 vs. 2016</b>
	<i>(In millions)</i>		
Dividends paid to Equifax shareholders	\$ (46.9)	\$ (39.2)	\$ (7.7)
Dividends paid to noncontrolling interests	\$ (1.9)	\$ (1.7)	\$ (0.2)
Proceeds from exercise of stock options	\$ 9.4	\$ 4.1	\$ 5.3
Excess tax benefits from stock-based compensation plans	\$ —	\$ 10.9	\$ (10.9)

Sources and uses of cash related to equity during the three months ended March 31, 2017 and 2016 were as follows:

- During the first three months of 2017, we did not repurchase any shares of our stock.
- We increased our quarterly dividend from \$0.33 per share to \$0.39 per share as announced in the first quarter of 2017. We paid cash dividends to Equifax shareholders of \$46.9 million, or \$0.39 per share, and \$39.2 million, or \$0.33 per share, during the three months ended March 31, 2017 and 2016, respectively.

- We received cash of \$9.4 million and \$4.1 million during the first three months of 2017 and 2016 , respectively, from the exercise of stock options.

At March 31, 2017 , the Company had \$ 667.2 million remaining for stock repurchases under the existing Board authorization.

### **Contractual Obligations, Commercial Commitments and Other Contingencies**

Our contractual obligations have not changed materially from those reported in our 2016 Form 10-K. For additional information about certain obligations and contingencies, see Note 5 of the Notes to Consolidated Financial Statements in this Form 10-Q.

### **Off-Balance Sheet Arrangements**

There have been no material changes with respect to our off-balance sheet arrangements from those presented in our 2016 Form 10-K.

### **Benefit Plans**

At December 31, 2016 , our U.S. Retirement Income Plan, or USRIP, met or exceeded ERISA’s minimum funding requirements. In the future, we expect to make minimum funding contributions as required and may make discretionary contributions, depending on certain circumstances, including market conditions and our liquidity needs. We believe additional funding contributions, if any, would not prevent us from continuing to meet our liquidity needs, which are primarily funded from cash flows generated by operating activities, available cash and cash equivalents, and our committed Senior Credit Facilities.

For our non-U.S., tax-qualified retirement plans, we fund an amount sufficient to meet minimum funding requirements but no more than allowed as a tax deduction pursuant to applicable tax regulations. For our non-qualified supplementary retirement plans, we fund the benefits as they are paid to retired participants, but accrue the associated expense and liabilities in accordance with GAAP.

For additional information about our benefit plans, see Note 10 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

### **Seasonality**

We experience seasonality in certain of our revenue streams. Revenue generated by the online consumer information services component of our USIS operating segment are typically the lowest during the first quarter, when consumer lending activity is at a seasonal low. Revenue generated from the Employer Services business unit within the Workforce Solutions operating segment is generally higher in the first quarter due primarily to the provision of Form W-2 preparation services which occur in the first quarter each year. Revenue generated from our financial wealth asset products and data management services in our Financial Marketing Services business are generally higher in the fourth quarter each year due to the significant portion of our annual renewals and deliveries which occur in the fourth quarter of each year.

### **RECENT ACCOUNTING PRONOUNCEMENTS**

For information about new accounting pronouncements and the potential impact on our Consolidated Financial Statements, see Note 1 of the Notes to Consolidated Financial Statements in this Form 10-Q and Note 1 of the Notes to Consolidated Financial Statements in our 2016 Form 10-K.

### **APPLICATION OF CRITICAL ACCOUNTING POLICIES**

The preparation of financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and related disclosures of contingent assets and liabilities in our Consolidated Financial Statements and the Notes to Consolidated Financial Statements. We believe the most complex and sensitive judgments, because of their significance to the Consolidated Financial Statements, result primarily from the need to make estimates and assumptions about the effects of matters that are inherently uncertain. The “Application of Critical Accounting Policies and Estimates” section in the MD&A, and Note 1 of the Notes to Consolidated Financial Statements, in our 2016 Form 10-K describe the significant accounting estimates and policies used in the preparation



of our Consolidated Financial Statements. Although we believe that our estimates, assumptions and judgments are reasonable, they are based upon information available at the time. Actual results may differ significantly from these estimates under different assumptions, judgments or conditions.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

For information regarding our exposure to certain market risks, see “Quantitative and Qualitative Disclosures about Market Risk,” in Part II, Item 7A of our 2016 Form 10-K. There were no material changes to our market risk exposure during the three months ended March 31, 2017 .

### **ITEM 4. CONTROLS AND PROCEDURES**

As of the end of the period covered by this report, an evaluation was carried out by the Company’s management, with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that these disclosure controls and procedures were effective as of the end of the period covered by this report. In addition, no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

We are involved in the following legal actions:

**California Bankruptcy Litigation.** In consolidated actions filed in the U.S. District Court for the Central District of California, captioned Terri N. White, et al. v. Equifax Information Services LLC, Jose Hernandez v. Equifax Information Services LLC, Kathryn L. Pike v. Equifax Information Services LLC, and Jose L. Acosta, Jr., et al. v. Trans Union LLC, et al. , plaintiffs asserted that Equifax violated federal and state law (the FCRA, the California Credit Reporting Act and the California Unfair Competition Law) by failing to follow reasonable procedures to determine whether credit accounts are discharged in bankruptcy, including the method for updating the status of an account following a bankruptcy discharge. On August 20, 2008, the District Court approved a Settlement Agreement and Release providing for certain changes in the procedures used by defendants to record discharges in bankruptcy on consumer credit files. That settlement resolved claims for injunctive relief, but not plaintiffs' claims for damages. On May 7, 2009, the District Court issued an order preliminarily approving an agreement to settle remaining class claims. The District Court subsequently deferred final approval of the settlement and required the settling parties to send a supplemental notice to those class members who filed a claim and objected to the settlement or opted out, with the cost for the re-notice to be deducted from the plaintiffs' counsel fee award. Mailing of the supplemental notice was completed on February 15, 2011 and the deadline for this group of settling plaintiffs to provide additional documentation to support their damage claims or to opt-out of the settlement was March 31, 2011. On July 15, 2011, the District Court approved the settlement. Several objecting plaintiffs subsequently filed notices of appeal to the U.S. Court of Appeals for the Ninth Circuit, which, on April 22, 2013, issued an order vacating the settlement and remanding the case to the District Court for further proceedings. On January 21, 2014, the District Court denied the objecting plaintiffs' motion to disqualify counsel for the settling plaintiffs and granted the motion of counsel for the settling plaintiffs to be appointed as interim lead class counsel. On March 28, 2016, the U.S. Court of Appeals for the Ninth Circuit affirmed the District Court's lead counsel appointment. On January 9, 2017, the United States Supreme Court denied the objectors' Petition for a Writ of Certiorari. The parties re-engaged in settlement discussions, including participation in mediations in August 2016 and November 2016, and reached an agreement to again settle the monetary claims. Settlement documents were filed with the District Court on April 14, 2017 and the District Court has scheduled a hearing on the expected Motion for Preliminary Approval on May 30, 2017.

**Other.** Equifax has been named as a defendant in various other legal actions, including administrative claims, regulatory matters, government investigations, class actions and other litigation arising in connection with our business. Some of the legal actions include claims for substantial compensatory or punitive damages or claims for indeterminate amounts of damages. We believe we have strong defenses to and, where appropriate, will vigorously contest, many of these matters. Given the number of these matters, some are likely to result in adverse judgments, penalties, injunctions, fines or other relief. We may explore potential settlements before a case is taken through trial because of the uncertainty and risks inherent in the litigation process

For information regarding our accounting for legal contingencies, see Note 5 of the Notes to Consolidated Financial Statements in this Form 10-Q.

### ITEM 1A. RISK FACTORS

There have been no material changes with respect to the risk factors disclosed in our 2016 Form 10-K.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table contains information with respect to purchases made by or on behalf of Equifax or any “affiliated purchaser” (as defined in Rule 10b-18(a) (3) under the Securities Exchange Act of 1934), of our common stock during our first quarter ended March 31, 2017 :

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as Part of Publicly-Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (3)
January 1 - January 31, 2017	887	\$ —	—	\$ 667,199,250
February 1 - February 28, 2017	155,515	\$ —	—	\$ 667,199,250
March 1 - March 31, 2017	684	\$ —	—	\$ 667,199,250
Total	<u>157,086</u>			\$ 667,199,250

- (1) The total number of shares purchased for the quarter includes shares surrendered, or deemed surrendered, in satisfaction of the exercise price and/or to satisfy tax withholding obligations in connection with the exercise of employee stock options, totaling 887 shares for the month of January 2017, 155,515 shares for the month of February 2017, and 684 shares for the month of March 2017.
- (2) Average price paid per share for shares purchased as part of our share repurchase program (includes brokerage commissions).
- (3) At March 31, 2017, the amount authorized for future share repurchases under the share repurchase program was \$ 667.2 million. The program does not have a stated expiration date.

### Dividend and Share Repurchase Restrictions

Our Senior Credit Facilities restrict our ability to pay cash dividends on our capital stock or repurchase capital stock if a default or event of default exists or would result, according to the terms of the applicable credit agreements.

**ITEM 6. EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
10.1*	Form of Restricted Stock Unit Award Agreement (CEO) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.2*	Form of Restricted Stock Unit Award Agreement (Senior Leadership Team) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.3*	Form of Non-Qualified Stock Option Award Agreement (CEO) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.4*	Form of Non-Qualified Stock Option Award Agreement (Senior Leadership Team) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.5*	Form of Performance Share Award Agreement (TSR) (CEO) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.6*	Form of Performance Share Award Agreement (TSR) (Senior Leadership Team) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.7*	Form of Performance Share Award Agreement (EPS) (CEO) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
10.8*	Form of Performance Share Award Agreement (EPS) (Senior Leadership Team) under the Equifax Inc. Amended and Restated 2008 Omnibus Incentive Plan (for awards granted in or after February 2017)
31.1	Rule 13a-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1	Section 1350 Certification of Chief Executive Officer
32.2	Section 1350 Certification of Chief Financial Officer
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

\* Management contract or compensatory plan, contract or arrangement.

**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 thereunto duly authorized.

**Equifax Inc.**  
(Registrant)

Date: April 27, 2017

By: /s/ Richard F. Smith  
Richard F. Smith  
*Chairman and Chief Executive Officer*  
*(Principal Executive Officer)*

Date: April 27, 2017

/s/ John W. Gamble, Jr.  
John W. Gamble, Jr.  
*Corporate Vice President and*  
*Chief Financial Officer*  
*(Principal Financial Officer)*

Date: April 27, 2017

/s/ Nuala M. King  
Nuala M. King  
*Senior Vice President and Corporate Controller*  
*(Principal Accounting Officer)*

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\* Management contract or compensatory plan, contract, or arrangement.

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT  
EMPLOYEE NAME**

**Number of Shares Subject to Award: [ ]**

**Date of Grant: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the "Plan"), Equifax Inc., a Georgia corporation (the "Company"), has granted the above-named participant ("Participant") Restricted Stock Units (the "Award") entitling Participant to receive such number of shares of Company common stock (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (this "Agreement") and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date**. The Award is granted to Participant on the Date of Grant (the "Grant Date") set forth above.
2. **Vesting**.

(a) Except as provided in Sections 3 or 4 below, the Restricted Stock Units and the right to the Shares (and any related Dividend Equivalent Units) shall vest with respect to all of the Number of Shares subject to the Award on the third anniversary of the Grant Date (the "Vesting Date") in accordance with the vesting provisions of Subsection (b) below. Prior to the Vesting Date, the Restricted Stock Units subject to the Award (and any related Dividend Equivalent Units) shall be nontransferable and, except as provided in Sections 3 and 4 below, shall be immediately forfeited upon Participant's termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant's performance of services and there shall be no such vesting of the Award. The Committee which administers the Plan reserves the right, in its sole discretion, to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to receive the Shares represents valuable consideration, regardless of whether the Shares vest.

(b) The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be "qualified performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code, as amended, and the regulations thereunder (the "Code") and the maximum number of Shares (including any related Dividend Equivalent Units) that shall vest on the Vesting Date shall be equal to the result derived from the following formula:

- (i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for each applicable Fiscal Year during the period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan, divided by



(ii) the Fair Market Value of a Share on the Vesting Date.

(iii) "operating income" for purposes of clauses (i) and (ii) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the number of Shares subject to the Award (and any related Dividend Equivalent Units) or the individual limits for Participants as set forth in the Plan. The payout of vested Shares may be reduced, but not increased, based on the degree of attainment of such performance criteria as determined by the Committee. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares shall be immediately forfeited.

3. **Termination of Employment**. Participant's unvested Shares subject to the Award shall become vested and nonforfeitable in the event of Participant's termination of employment with the Company or a Subsidiary under the following circumstances:

(a) **Death**. If Participant's termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to immediate settlement and transfer under Section 7 as of the date of Participant's death.

(b) **Disability**. Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to immediate settlement and transfer under Section 7 as soon as practicable after the Committee determines that Participant has suffered a Disability.

(c) **Retirement**. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award on the Vesting Date, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with the number of Shares vesting

on the Vesting Date based upon the performance results as determined under Section 2(b).

4. **Change of Control** .

(a) Double Trigger Change of Control . Subject to Section 4(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then all unvested Shares subject to the Replacement Award shall immediately become vested and nonforfeitable and subject to settlement and transfer under Section 7 as of the date of Participant's termination of employment.

(b) Single Trigger Change of Control . Notwithstanding Section 4(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to settlement and transfer under Section 7 as of the date on which the Change of Control occurs; provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the settlement and transfer of the Shares under Section 7 shall not occur until the Vesting Date or other payment date under Section 7.

(c) Definition of "Cause" . For purposes of this Section 4, "Cause" shall have the meaning ascribed to such term in Participant's Employment Agreement. If Participant is no longer a party to an Employment Agreement or such Employment Agreement does not define Cause, Cause shall have the meaning in Section 6 of this Agreement.

(d) Definition of "CIC Protection Period" . For purposes of this Section 4, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's Employment Agreement.

(e) Definition of "Employment Agreement" . "Employment Agreement" shall mean the Employment Agreement between Participant and the Company dated September 23, 2008, as amended and as it may be amended.

(f) Definition of "Good Reason" . For purposes of this Section 4, "Good Reason" shall have the meaning ascribed to such term in Participant's Employment Agreement. If Participant is not a party to an Employment Agreement or the Employment Agreement

does not define “Good Reason”, any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of “Replacement Award”. For purposes of this Section 4, a “Replacement Award” means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

5. **Clawback Policy; Restrictive Covenants Agreement**.

(a) Clawback Policy. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 5. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

(b) Restrictive Covenants Agreement. In consideration for the Award Participant is receiving under this Agreement, Participant agrees that if Participant breaches the restrictive covenants (the “Restrictive Covenants”), set forth in Sections 14(c)(i), (ii), (iii) or (iv) of his Employment Agreement, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant’s Award. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares awarded during the period beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of the Restrictive Covenants.

6. **Termination for Cause**. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his termination for Cause. For purposes of this Agreement, subject to Section 4(c), termination for “Cause” means termination as a result of (a) the willful and continued failure by Participant to substantially perform his duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section, Participant's act, or failure to act, will not be considered “willful” unless the act

or failure to act is not in good faith and without reasonable belief that his action or omission was in the best interest of the Company or any Subsidiary.

7. **Payment Dates; Transfer of Vested Shares**. Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant's death, (c) Participant's Disability, (d) Participant's termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 24; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to the Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 4(a) above on the date of a Change of Control, then no Shares are payable on such payment date.

8. **Dividend Equivalent Units**. If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 7, Dividend Equivalent Units shall be credited to Participant based on the Shares subject to the Award, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant. Participant will forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.

9. **Non-Transferability of Award**. Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

10. **Conditions to Issuance of Shares**. The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory

body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

11. **No Rights as Shareholder**. Except as provided in Sections 8 and 14, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

12. **Administration**. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

13. **Fractional Shares**. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

14. **Adjustments in Capital Structure**. In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

15. **Taxes**. Regardless of any action the Company or a Subsidiary that employs Participant (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally

payable from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

16. **Participant Acknowledgments and Agreements**. By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of

employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

17. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him and the Award to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

18. **Plan Information** . Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com) . Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

19. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of

the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

20. **Participant Bound by Plan**. Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

21. **Governing Law**. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

22. **Translations**. If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

23. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

24. **Section 409A**.

(a) **General**. To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance**. Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) **Six Month Delay for Specified Participants**.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of



Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his Separation from Service, Participant is a "key employee", within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h).

26. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**EQUIFAX INC.**

By:\_\_\_\_\_

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT  
EMPLOYEE NAME**

**Number of Shares Subject to Award: [ ]**

**Date of Grant: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the "Plan"), Equifax Inc., a Georgia corporation (the "Company"), has granted the above-named participant ("Participant") Restricted Stock Units (the "Award") entitling Participant to receive such number of shares of Company common stock (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (this "Agreement") and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date**. The Award is granted to Participant on the Date of Grant (the "Grant Date") set forth above.
2. **Vesting**.

(a) Except as provided in Sections 3 or 4 below, the Restricted Stock Units and the right to the Shares (and any related Dividend Equivalent Units) shall vest with respect to all of the Number of Shares subject to the Award on the third anniversary of the Grant Date (the "Vesting Date") in accordance with the vesting provisions of Subsection (b) below. Prior to the Vesting Date, the Restricted Stock Units subject to the Award (and any related Dividend Equivalent Units) shall be nontransferable and, except as provided in Sections 3 and 4 below, shall be immediately forfeited upon Participant's termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant's performance of services and there shall be no such vesting of the Award. The Committee which administers the Plan reserves the right, in its sole discretion, to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to receive the Shares represents valuable consideration, regardless of whether the Shares vest.

(b) The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be "qualified performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code, as amended, and the regulations thereunder (the "Code") and the maximum number of Shares (including any related Dividend Equivalent Units) that shall vest on the Vesting Date shall be equal to the result derived from the following formula:

(i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for each applicable Fiscal Year during the period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan, divided by

(ii) the Fair Market Value of a Share on the Vesting Date.

(iii) "operating income" for purposes of clauses (i) and (ii) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the number of Shares subject to the Award (and any related Dividend Equivalent Units) or the individual limits for Participants as set forth in the Plan. The payout of vested Shares may be reduced, but not increased, based on the degree of attainment of such performance criteria as determined by the Committee. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares shall be immediately forfeited.

3. **Termination of Employment**. Participant's unvested Shares subject to the Award shall become vested and nonforfeitable in the event of Participant's termination of employment with the Company or a Subsidiary under the following circumstances:

(a) **Death**. If Participant's termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to immediate settlement and transfer under Section 7 as of the date of Participant's death.

(b) **Disability**. Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to immediate settlement and transfer under Section 7 as soon as practicable after the Committee determines that Participant has suffered a Disability.

(c) **Retirement**. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award on the Vesting Date, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with the number of Shares vesting

on the Vesting Date based upon the performance results as determined under Section 2(b).

4. **Change of Control**.

(a) **Double Trigger Change of Control**. Subject to Section 4(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then all unvested Shares subject to the Replacement Award shall immediately become vested and nonforfeitable and subject to settlement and transfer under Section 7 as of the date of Participant's termination of employment.

(b) **Single Trigger Change of Control**. Notwithstanding Section 4(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable and subject to settlement and transfer under Section 7 as of the date on which the Change of Control occurs; provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the settlement and transfer of the Shares under Section 7 shall not occur until the Vesting Date or other payment date under Section 7.

(c) **Definition of "Cause"**. For purposes of this Section 4, "Cause" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or such CIC Agreement does not define Cause, Cause shall have the meaning in Section 6 of this Agreement.

(d) **Definition of "CIC Agreement"**. For purposes of this Section 4, "CIC Agreement" shall mean the agreement, if any, between Participant and the Company which provides for severance benefits to Participant if Participant's employment is terminated under specified circumstances in connection with a change in control.

(e) **Definition of "CIC Protection Period"**. For purposes of this Section 4, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's CIC Agreement.

(f) **Definition of "Good Reason"**. For purposes of this Section 4, "Good Reason" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or the CIC Agreement does not define

“Good Reason”, any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of “Replacement Award”. For purposes of this Section 4, a “Replacement Award” means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

5. **Clawback Policy**. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 5. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

6. **Termination for Cause**. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his or her termination for Cause. For purposes of this Agreement, subject to Section 4(c), termination for “Cause” means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section, Participant's act, or failure to act, will not be considered “willful” unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or any Subsidiary.

7. **Payment Dates; Transfer of Vested Shares**. Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant's death, (c) Participant's Disability, (d) Participant's termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the

ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 24; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to the Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 4(a) above on the date of a Change of Control, then no Shares are payable on such payment date.

8. **Dividend Equivalent Units** . If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 7, Dividend Equivalent Units shall be credited to Participant based on the Shares subject to the Award, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant. Participant will forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.

9. **Non-Transferability of Award** . Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

10. **Conditions to Issuance of Shares** . The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

11. **No Rights as Shareholder** . Except as provided in Sections 8 and 14, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant

will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

12. **Administration**. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

13. **Fractional Shares**. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

14. **Adjustments in Capital Structure**. In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

15. **Taxes**. Regardless of any action the Company or a Subsidiary that employs Participant (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him or her is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of

Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

16. **Participant Acknowledgments and Agreements**. By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

17. **Consent for Accumulation and Transfer of Data**. Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the



Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

18. **Plan Information.** Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com). Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

19. **Plan Incorporated by Reference; Conflicts.** The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

20. **Participant Bound by Plan.** Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

21. **Governing Law**. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

22. **Translations**. If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

23. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

24. **Section 409A**.

(a) **General**. To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance**. Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) **Six Month Delay for Specified Participants**.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his or her Separation from Service,

Participant is a “key employee”, within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant’s termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant’s “separation from service” within the meaning of Treasury Regulation Section §1.409A-1(h).

25. **Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement**. In consideration for the Award Participant is receiving under this Agreement, Participant agrees to and is bound by the terms of the Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement, attached hereto as Appendix A.

26. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant’s Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

**EQUIFAX INC.**

\_\_\_\_\_  
(Signature)

By:\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

**Participant Confidentiality, Non-Competition,  
Non-Solicitation and Assignment Agreement**

This Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement (the “Restrictive Covenant Agreement”) is entered into by and between Equifax Inc. on behalf of itself, its subsidiary and/or affiliate companies (collectively “Equifax” or the “Company”) and the aforementioned Participant (hereinafter “Participant”) (collectively, the “Parties”).

In consideration for the continuation of Participant's employment, as well as the Company's provision of restricted stock units to Participant pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan and the award agreement (“Award Agreement”), to which this Restrictive Covenant Agreement is appended, and the Company's intention to continue to provide Participant with training, and exposure to existing or prospective relationships, Trade Secrets, and/or Confidential Information, Participant agrees as follows:

1. **Definitions** . For the purposes of this Restrictive Covenant Agreement, the following capitalized terms shall be defined as follows:
  - A. “Business” means:
    1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the following functions or providing the following services/products): Consumer information solutions in the United States, including consumer credit reporting and scoring, identity management services, fraud detection and modeling services, decisioning software services that facilitate and automate consumer credit-oriented decisions, portfolio management services, mortgage reporting, property data and analytics, consumer financial marketing services; identity and fraud solutions solving for fraud detection and identity verification; and business information solutions, including business marketing and risk data compilation, business credit reporting and scoring, and related portfolio analytics.
    2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the following functions or providing the following services/products): Employment and income verification services, including identity and fraud solutions; unemployment claims management; social security number verification; identity authentication; employment-based tax credit services; payroll-based transaction services; human resources-related analytics; and management of assessments, onboarding and I-9 compliance of new hires.
    3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the following functions or providing the following services/products): Credit scores and monitoring; debt and household financial management; and identity theft products and related product features delivered to consumers via on-line and off-line distribution channels, including through indirect channels.
    4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the following functions):

consumer and/or credit information reporting, scoring and related information solutions; credit monitoring; decisioning software services that facilitate and automate consumer credit-oriented decisions; identity and fraud solutions; and consumer or commercial financial marketing services.

- B. “Competitive Tasks” means the same or similar tasks that Participant performed on behalf of the Company during Participant’s last twelve (12) months of employment.
- C. “Confidential Information” means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company’s competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential (such third party to be referred to as the “Third Party”), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any Third Party, (iii) pricing information, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, licensors, suppliers, Customers, or any Third Party, including, but not limited to, Customer lists compiled by the Company, and Customer information compiled by the Company, and (vi) information concerning the Company’s or the Third Party’s financial structure and methods and procedures of operation, including, but not limited to, processes for crafting and using equipment. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Restrictive Covenant Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.
- D. “Contact” means any interaction that takes place in the last twelve (12) months of Participant’s employment with the Company and is between Participant and a Customer:
1. With whom Participant dealt on behalf of the Company;
  2. Whose dealings with the Company were coordinated or supervised by Participant;
  3. About whom Participant obtained Trade Secrets or Confidential Information in the ordinary course of business as a result of Participant’s work performed on behalf of the Company; or
  4. Who purchases products or services from the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Participant.
- E. “Customer” means any person or entity to whom the Company has sold its products or services or directly solicited to sell its products or services.

- F. “Company Worker” means any person who (i) was employed by the Company at the time Participant’s employment with the Company ended, and (ii) remains employed by the Company during the Restricted Period.
- G. “Restricted Competitors” means the following companies, as well as any successor entities:
1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.1. above): Experian; TransUnion; LexisNexis; Dun & Bradstreet; Fair Isaac Corporation; CBCInnovis; CoreLogic; Acxiom; Verisk Analytics; Lifelock; IDology; and Nielsen.
  2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.2. above):
    - a. For individuals who work on or sell verification services: CoreLogic; Credco; CBC Innovis/DataVerify; Interthinx; Kroll; LexisNexis; and Credit Plus.
    - b. For individuals who work on or sell unemployment claims management: Corporate Cost Control; Employer’s Unity; Employer’s Edge; Thomas & Thorngren; and Ernst & Young.
    - c. For individuals who work on or sell tax-credit services: ADP; First Advantage; Ernst & Young; PWC; and SuccessFactors.
    - d. For individuals who work on or sell workforce analytics: Ernst & Young; ADP; HealthEfx; Tango; and Unify HR.
    - e. For individuals who work on or sell I-9 solutions: TrackerCorp; ADP; LawLogix; HireNow; HireRight; and Form I-9.
    - f. For individuals who work on or sell Compliance Center solutions: Kenexa; Taleo; Workday; Silk Road; iCIMS; Ultimate Software; and ADP.
    - g. For individuals who work on or sell identity and fraud solutions: LexisNexis; TransUnion; LifeLock; IDology; and Experian.
  3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.3. above): Experian; TransUnion; One Technologies; Credit Karma; Credit Sesame; Intuit (Mint); LifeLock; Intersections; and Affinion.
  4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.5. above): Experian; TransUnion; Fair Isaac Corporation; and Dun & Bradstreet.

An entity will not be construed as a Restricted Competitor if Participant did not work in or perform work in the prior twelve (12) months for the particular business unit that competes with the entity in question. For instance, if Participant performs work exclusively for the verification services sub-unit of the Workforce

Solutions business unit in the prior twelve (12) months, then the list of Restrictive Competitors for Participant shall only be those entities listed in Paragraph 1(G)(2)(a).

- H. "Restricted Period" means the time period during Participant's employment with the Company, and for twelve (12) months after Participant's employment with the Company ends.
  - I. "Trade Secrets" means the Company's trade secrets as defined by applicable statutory or common law.
2. **Employment** . During Participant's employment, Participant shall perform such duties for and on behalf of the Company as may be determined and assigned to Participant from time to time by Equifax. Participant shall devote his or her best efforts to the business and affairs of Equifax.
3. **Employment Relationship** . The Parties acknowledge and agree that this Restrictive Covenant Agreement does not create a contract of employment for a specified term. Unless Equifax and Participant have entered into a written agreement to the contrary, Participant's employment relationship with the Company is at-will. This means that Participant may terminate his or her employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate Participant's employment at any time with or without cause or advance notice.
4. **Acknowledgments** . Participant acknowledges that:
- A. Equifax is engaged in the Business as defined in Paragraph 1(A);
  - B. Participant's position is a position of trust and responsibility with Equifax and will provide Participant with continued access to Confidential Information, Trade Secrets, and/or valuable information concerning employees and customers of the Company;
  - C. the Trade Secrets and Confidential Information, and the relationship between Equifax and each of its employees and customers, are valuable assets of Equifax;
  - D. Equifax's competitors, including, but not limited to, the Restricted Competitors, will obtain an unfair advantage if Participant (i) discloses Confidential Information or Trade Secrets to the Company's competitors, (ii) uses Confidential Information or Trade Secrets on behalf of any entity that competes with the Company, or (iii) exploits the relationships Participant develops on behalf of the Company during his or her employment to solicit Customers or Company Workers on behalf of any entity that competes with Equifax and in violation of this Restrictive Covenant Agreement; and
  - E. the restrictions contained in this Restrictive Covenant Agreement are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Participant's right to work or earn a living in the event Participant's employment with the Company ends.
5. **Trade Secrets and Confidential Information** .
- A. Participant agrees that he or she will not:
    - 1. Either during or for a period of two (2) years after Participant's employment with Equifax, use or disclose the Confidential Information for

any purpose other than the performance of duties in the Business on behalf of the Company, except as authorized in writing by Equifax, and Participant shall not use or disclose Trade Secrets indefinitely;

- 2.. During Participant's employment with Equifax, use or disclose (a) any confidential information or trade secrets of any Third Party, or (b) any works of authorship developed in whole or in part by Participant for any Third Party, unless authorized in writing by the Third Party; or
3. Upon the conclusion of Participant's employment with the Company for any reason retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in Participant's possession or control, unless instructed to do so in writing by Equifax.

B. Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

6. **Non-Competition** . During the Restricted Period, Participant will not, except as authorized in writing by Equifax's Chief Human Resources Officer or his or her delegate, perform Competitive Tasks within the United States on behalf of any of the Restricted Competitors, or perform Competitive Tasks in connection with the Business on Participant's own behalf or on behalf of any other person or entity, in the territory where the employee is working at the time of termination. This restriction is limited to a prohibition on working for on Participant's own behalf or on behalf of any other person or entity (or a recognized division or department thereof) that competes with the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax; this restriction does not prevent Participant from working exclusively for a recognized division or department of another entity that does not compete with the area(s) of the Business for which Participant performed work during Participant's last twelve (12) months of employment with Equifax.
7. **Non-Solicitation of Customers** . During the Restricted Period, Participant will not directly or indirectly solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with those offered by the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax. The restrictions set forth in this Paragraph apply only to Customers with whom Participant had Contact. Nothing in this Paragraph shall be construed to prohibit Participant from soliciting any Customer of the Company for the purpose of selling or providing any products or services: (a) to a Customer that has terminated its business relationship with the



Company (for reasons other than being solicited or encouraged by Participant to do so), or (b) competitive with a product line or service line the Company no longer offers.

8. **Non-Solicitation of Company Workers** . During the Restricted Period, Participant will not, directly or indirectly, on his or her behalf or on behalf of others, solicit any Company Worker whom Employee supervised during his or her last year of employment, directly or indirectly, or with whom Employee regularly worked during his or her last year of employment, to terminate his or her employment relationship with Equifax.
9. **Work Product** . Except as set forth in a separate written agreement executed by a corporate executive officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or designs that either relate to Equifax's business or actual or demonstrably anticipated research or development or result from any work performed by Participant for Equifax (hereinafter collectively called "Inventions") are the property of Equifax. Inventions shall not include any intellectual property the assignment of which to Equifax would be expressly prohibited by a specifically applicable state law, regulation, rule or public policy, such as Delaware Code Annotated, Title 19, § 805, Illinois Revised Statutes, Chapter 140, §§ 301-303, Kansas Statutes Annotated, §§ 44-130, Minnesota Statutes Annotated, § 181.78, North Carolina General Statutes, §§ 66-57.1, 66-57.2, Utah Code Annotated, §§ 34-39-2, 34-39-3, or Washington Revised Code Annotated, §§ 49.44.140, 49.44.150. Participant will cooperate in applying for patents, trademarks or copyrights on all Inventions as Equifax requests, and agrees to assign and hereby does assign those patents, trademarks, copyrights and/or all other intellectual property rights to Equifax. Any works of authorship created by Participant in the course of Participant's duties are subject to the "Work for Hire" provisions contained in sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. Accordingly, all rights, title and interest to copyrights in all works of authorship which have been or will be prepared by Participant within the scope of Participant's employment (hereinafter collectively called the "Works"), shall be the property of Equifax. Participant further acknowledges and agrees that, to the extent the provisions of Title 17 of the United States Code do not vest in Equifax the copyrights to any Works, Participant shall assign and hereby does assign to Equifax all rights, title and interest to copyrights which Participant may have in the Works. Participant shall disclose to Equifax all Works and will execute and deliver all applications for registration, registrations, and further documents relating to the copyrights to the Works. Participant shall provide such additional assistance as Equifax may deem necessary and desirable to assign the Works or Inventions to Equifax and/or secure Equifax title to the patents, trademarks, copyrights and/or all other intellectual property rights in the Works or Inventions, including the appointment of Equifax as its agent to effect for such purposes. To the extent that any preexisting rights are embodied or reflected in the Works or Inventions, Participant grants to Equifax an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (ii) authorize others on Equifax's behalf to do any or all of the foregoing, and Participant warrants that he or she has full and unencumbered authority to grant such a license. The confidentiality requirements of the preceding paragraphs of this Restrictive Covenant Agreement will apply to all of the above.
10. **Return of Company Property/Materials** . Upon the termination of Participant's employment for any reason or upon Equifax's request at any time, Participant shall

immediately return to Equifax all of Equifax's property, including, but not limited to, any mobile/smart phone, personal digital assistant (PDA), keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer or vendor lists existing in any format), rolodexes, tapes, laptop computer, software, computer files, external data device, marketing and sales materials, information relating to work done for Equifax or that Participant obtained as a result of working for Equifax (including such information residing on Participant's personal computer, e-mail account, external data device, or mobile/smart phone) and any other property, record, document, or piece of equipment belonging to Equifax. Participant will not retain and shall provide to Equifax any copies of Equifax's property, including any copies existing in electronic form. To the extent that Participant cannot return copies of Equifax property (such as files existing on Participant's home computer or personal e-mail account), then Participant shall provide a copy of the file to Equifax (including all available Metadata) and then permanently delete the file (unless otherwise instructed in writing to preserve it by Equifax). The obligations contained in this Paragraph shall also apply to any property that belongs to a third party, including, but not limited to, (a) any entity which is affiliated or related to the Company, or (b) the Company's customers, licensors, or suppliers. If Participant has any questions regarding his/her obligations to return and not to retain Company property, then Participant is obligated to contact Participant's direct supervisor (as of the end of Participant's employment) to obtain guidance.

11. **Post-Employment Disclosure** . During the Restricted Period, Participant shall provide a copy of this Restrictive Covenant Agreement to persons and/or entities for whom Participant works or consults as an owner, partner, joint venturer, employee, or independent contractor. If, during the Restricted Period, Participant agrees to work or consult for another person or entity as an owner, partner, joint venturer, employee or independent contractor, then Participant shall provide Equifax before Participant's first day of work or consultation with such person's or entity's name, the nature of such person's or entity's business, Participant's job title, and a general description of the services Participant will provide.
12. **Injunctive Relief** . If Participant breaches this Restrictive Covenant Agreement, Participant agrees that:
  - A. Equifax would suffer irreparable harm;
  - B. it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by Equifax; and
  - C. if Equifax seeks injunctive relief to enforce this Restrictive Covenant Agreement, Participant will waive and will not assert any defense that Equifax has an adequate remedy at law with respect to the breach.

Nothing contained in this Restrictive Covenant Agreement shall limit Equifax's right to any other remedies at law or in equity.

13. **Clawback** . If Participant breaches this Restrictive Covenant Agreement, then the Committee (as that term is defined in the Award Agreement) may, notwithstanding any other provision in the Award Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant's Award (as that term is defined in the Award Agreement). Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares (as that term is defined in the Award Agreement) awarded during the period

beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of this Restrictive Covenant Agreement. Participant agrees that in the event that the Committee takes any action set forth in this Paragraph: (a) the covenants set forth herein will remain in effect as Participant will have received consideration above and beyond the Shares; and (b) Equifax will remain entitled to injunctive relief because it would not be made whole simply through the potential actions set forth in this Paragraph. Nothing in this Paragraph limits the terms of any policy of recoupment or recovery of compensation adopted by the Company from time to time or any applicable law with respect to the recoupment or recovery of incentive compensation.

14. **Independent Enforcement** . Each of the covenants set forth herein shall be construed as covenants independent of: (a) any agreements other than this Restrictive Covenant Agreement; or (b) any other covenants in this Restrictive Covenant Agreement, and the existence of any claim or cause of action by Participant against Equifax, whether predicated on this Restrictive Covenant Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Participant or Equifax may have against the other, shall not constitute a defense to the enforcement by Equifax of the covenants set forth herein. Equifax shall not be barred from enforcing the restrictive covenants set forth herein by reason of any breach of: (a) any other part of this Restrictive Covenant Agreement; or (b) any other agreement with Participant.
15. **Computer Authorization** . Participant agrees that Participant is not authorized to use Equifax's computer system or any of Equifax's IT hardware or software for any purpose in actual or contemplated competition with Equifax. This includes but is not limited to: (a) transferring information relating to Equifax's Business from Equifax's system, hardware, or software to an external device or account for the purpose of using, disclosing, or retaining such information after the end of Participant's employment; or (b) deleting information relating to Equifax's Business from Equifax's system, hardware, or software in advance of the end of Participant's employment with Equifax.
16. **Compliance with Federal and State Law** . Participant 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 to perform Participant's duties for Equifax, Participant 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. § 1681 et seq.) and any state credit reporting statutes.
17. **Misuse of Data** . Participant agrees that any unauthorized disclosure of confidential codes, system access instructions or file data, intentional alteration or destruction of data, or unauthorized access or updating of Participant's own or any other files can lead to immediate termination and federal prosecution under the Fair Credit Reporting Act, the Counterfeit Access Device and Computer Fraud and Abuse Act, or prosecution under other state and federal laws. Should Participant ever be approached by anyone to commit unauthorized or illegal acts or to disclose confidential materials or data, Participant will immediately report this directly to Equifax management.

18. **HIPAA** . Participant acknowledges that if Participant's job duties and responsibilities are within the Equifax Information Technology Department or Human Resources, such duties may cause the Participant to have incidental access to protected health information ("PHI") of the Equifax health plans that is maintained in electronic form. PHI is mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to be kept secure and confidential and may not be accessed, used or disclosed, except as permitted by the Policies and Procedures of the Equifax health plans. Participant acknowledges that he or she will not at any time access PHI, except and only to the extent as may be expressly required in the course of his or her duties and responsibilities within the Equifax Information Technology Department or Human Resources. Further, Participant acknowledges that he or she will not at any time – either during or after his or her employment with Equifax – use or disclose PHI to any person or entity, either within Equifax or externally to third parties, except and only to the extent as expressly permitted by the Privacy Official for the Equifax health plans. Participant understands and acknowledges that unauthorized access, use or disclosure of PHI will result in disciplinary action, up to and including termination of employment, and may also result in the imposition of civil and criminal penalties under HIPAA and other applicable law.
19. **Waiver** . Equifax's failure to enforce any provision of this Restrictive Covenant Agreement shall not act as a waiver of that or any other provision. Equifax's waiver of any breach of this Restrictive Covenant Agreement shall not act as a waiver of any other breach.
20. **Attorneys' Fees** . In the event of litigation relating to this Restrictive Covenant Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.
21. **Severability** . The provisions of this Restrictive Covenant Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, then the unenforceable element of the provision (or, failing that, the entire provision) shall be severed from this Restrictive Covenant Agreement. The remaining provisions and any partially enforceable provisions shall remain in full force and effect. Equifax states specifically that Paragraphs 6 and 7 above shall not restrict the right of a lawyer to practice after termination. Rather, for any lawyer signing this Agreement, Paragraphs 6 and 7 shall not apply to Competitive Tasks involving the practice of law.
22. **Governing Law** . This Restrictive Covenant Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to Georgia's choice of law rules.
23. **No Strict Construction** . If there is a dispute about the language of this Restrictive Covenant Agreement, the fact that one Party drafted the Restrictive Covenant Agreement shall not be used in its interpretation.
24. **Entire Agreement** . This Restrictive Covenant Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the

Parties relating to the subject matter of this Restrictive Covenant Agreement, except for any handbooks or security policies issued by Equifax and applicable to Participant.

25. **Amendments** . Participant understands that at any time during his or her employment, Equifax may request that Participant sign an amendment to this Restrictive Covenant Agreement that would modify the restrictive covenants herein based on changes to Participant's duties, changes in the area for which Participant has responsibility, changes in Equifax's Business, or changes in the law regarding restrictive covenants. This Restrictive Covenant Agreement may not otherwise be amended or modified except in writing signed by both Parties.
26. **Successors and Assigns** . This Restrictive Covenant Agreement shall be assignable to, and shall inure to the benefit of, Equifax's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Equifax's stock or assets, and shall be binding upon Participant. Participant shall not have the right to assign his or her rights or obligations under this Restrictive Covenant Agreement. The covenants contained in this Restrictive Covenant Agreement shall survive cessation of Participant's employment with the Company, regardless of who causes the cessation or the reason for the cessation.
27. **Exclusive Jurisdiction and Venue** . Participant agrees that any claim arising out of or relating to this Restrictive Covenant Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located in the State of Georgia. Participant consents to the personal jurisdiction of such courts and thereby waives: (a) any objection to jurisdiction or venue; or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.
28. **Execution** . This Restrictive Covenant Agreement shall be executed by Participant's acceptance of the preceding Award Agreement, to which this Restrictive Covenant Agreement is appended.

Participant acknowledges that he or she has carefully read this Restrictive Covenant Agreement, knows and understands its terms and conditions, and has had the opportunity to ask the Company any questions Participant may have had prior to accepting this Restrictive Covenant Agreement. Participant also acknowledges that he or she has had the opportunity to consult an attorney of Participant's choice (at Participant's expense) to review this Restrictive Covenant Agreement before accepting it.

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
NON-QUALIFIED STOCK OPTION AGREEMENT**

**EMPLOYEE NAME**

**Number of Shares Subject to Award: [ ]**

**Option Price: \$ [ ]**

**Date of Grant: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the "Plan"), Equifax Inc., a Georgia corporation (the "Company"), has granted the above-named Participant (the "Participant") an Option (the "Award") to purchase such number of shares of common stock of the Company (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (the "Agreement") and in the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant of Option.** The Company on the Date of Grant set forth above granted to Participant (subject to the terms of the Plan and this Agreement) the right to purchase from the Company all or part of the Number of Shares stated above (the "Option"). This Agreement is not intended to be, and shall not be treated as, an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. **Basic Terms and Conditions.** The Option is subject to the following basic terms and conditions:

(a) **Expiration Date.** Except as otherwise provided in this Agreement, the Option will expire ten (10) years from the Date of Grant (the "Expiration Date").

(b) **Exercise of Option.** Except as provided in Sections 2(d) or 3, the Option shall be exercisable with respect to one-third of the Number of Shares subject to this Option on each of the first three anniversaries of the Date of Grant (each such anniversary is a "Vesting Date") such that this Option shall be fully exercisable on the third anniversary of the Date of Grant (the "Final Vesting Date"), provided Participant (i) remains actively employed by the Company or a Subsidiary until the applicable Vesting Date or (ii) subject to the provisions of Section 2(d)(ii), terminates employment by reason of Retirement (as such term is defined in the Plan). Prior to an applicable Vesting Date, the right to exercise the Option shall not be earned by Participant's performance of services and there shall be no such vesting of the Option. Once exercisable, in whole or part, the Option will continue to be so exercisable until the earlier of the termination of Participant's exercise rights under Section 2(d) or Section 3, or the Expiration Date.

(c) **Method of Exercise and Payment for Shares.** In order to exercise the Option, it must be vested and must not have expired, and Participant must give written notice (or such other form of notice as permitted by the Company or the Committee) in a manner prescribed by the Company from time to time together with payment of the Option Price to the Company at the Company's principal office in Atlanta, Georgia, or as otherwise directed by the Committee. The date of exercise (the "Date of Exercise") will be the date of receipt of the notice in compliance with this Section 2(c) or any later date specified in the notice. Participant must pay the Option Price (i) in cash or a cash equivalent acceptable to the Committee, (ii) by the surrender (or attestation of ownership) of Shares with an aggregate Fair Market Value (based on the closing price of a share of common stock as reported on the New York Stock Exchange composite index on the Date of Exercise) that is not less than the Option Price, (iii) by a combination of cash and Shares or (iv) by net settlement of the Option in the manner designated by the Committee. Not all forms and methods of payment are available in every country. Except as restricted by applicable law, payment of the Option Price may be delayed in the discretion of the Committee to accommodate proceeds of sale of some or all of the Shares to which this grant relates.

If at the Date of Exercise, Participant is not in compliance with the Company's minimum stock ownership guidelines then in effect for Participant's job grade or classification, if any, Participant will not be entitled to exercise the Option using a "cashless exercise program" of the Company (if then in effect), unless the net proceeds received by Participant from that exercise consist only of Shares and Participant agrees to hold all those Shares for at least one (1) year.

(d) **Termination of Employment.** Except as provided in Subsections (i), (ii), (iii) or (iv) below, or Section 3, the Option will be forfeited and will not be exercisable after termination of Participant's employment with the Company or a Subsidiary.

(i) Elimination of Position. Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from the Company's elimination of the position held by Participant (as determined by the Committee), then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the date of Participant's termination of employment and the remaining portion shall be forfeited and cancelled. Except as provided in Subsection 2(d)(iv)(B) below, the right to exercise the vested portion of the Option will continue until the earlier of the last day of the one-year period commencing on the date of termination of employment or the Expiration Date.

(ii) Retirement. Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), Participant will continue to vest in the Option in accordance with the original vesting schedule in Section 2(b) above as if Participant had remained actively employed until the Final Vesting Date; provided, that upon Participant's death, all vesting will cease and the Option will be exercisable with respect to that portion of the Number of Shares for which the Option is vested and exercisable on the date of Participant's death and the remaining portion shall be forfeited and cancelled.

Except as provided in Section 2(d)(iv)(B) below, Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option is vested and exercisable from time to time until the earlier of the last day of the sixty (60) month period following Participant's Retirement or the Expiration Date.

(iii) Disability. Except as provided in Sections 3 or 4 below, if the Participant incurs a Disability (as such term is defined in the Plan), then all unvested Shares subject to the Option shall immediately become vested and exercisable. Except as provided in Section 2(d)(iv)(B) below, the right to exercise the vested portion of the Option will continue until the earlier of the last day of the sixty (60) month period following the last date of Participant's active employment or the Expiration Date.

(iv) Death.

(A) Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from Participant's death, then all unvested Shares subject to the Option shall immediately become vested and exercisable, and Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution, will have the right to exercise the Option with respect to all Shares subject to the Option. The right to exercise the Option will continue until the earlier of the last day of the sixty (60) month period following Participant's death or the Expiration Date.

(B) If Participant dies following termination of employment and prior to the expiration of any remaining period during which the Option may be exercised in accordance with Subsections (i), (ii) or (iii) above, or Section 3, the remaining period during which the Option will be exercisable (by Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will be the greater of (a) the remaining period under the applicable section or paragraph referred to above, or (b) six (6) months from the date of death; provided that under no circumstances will the Option be exercisable after the Expiration Date.

### 3. Change of Control.

(a) Double Trigger Change of Control. Subject to Section 3(b) below, if subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the entire Number of Shares represented by the Option which have not yet become vested or been exercised or forfeited will become immediately vested and exercisable (the "Unexercised Portion"). If Participant's employment with the Company or a Subsidiary terminates after the date on which the Change of Control occurs other than as a result of a termination by the Company or a Subsidiary for Cause, then Participant (or, if applicable, Participant's estate or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will have the right to exercise the Unexercised Portion. Except as provided in Section 2(d)(iv)(B) above or Section 4 below, that right may be exercised until the earlier of the last day of the sixty (60) month period following the termination of Participant's employment or the Expiration Date.

(b) Single Trigger Change of Control. Notwithstanding Section 3(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then the entire Number of Shares represented by the Option which have not yet become vested or been exercised will become immediately vested and exercisable (the "Unexercised

Portion”).

The Committee, in its discretion, may terminate the Option upon a Change of Control; provided, however, that at least 30 days prior to the Change of Control, the Committee notifies Participant that the Option will be terminated and provides Participant, at the election of the Committee, either (i) a cash payment equal to the difference between the Fair Market Value of the vested Options (including Options that would become vested upon the Change of Control as provided above) and the Exercise Price for such Options, computed as of the date of the Change of Control and to be paid no later than three (3) business days after the Change of Control, or (ii) the right to exercise all vested Options (including Options that would become vested upon the Change of Control as provided above) immediately prior to the Change of Control.

(c) Definition of “Cause”. For purposes of this Section 3, “Cause” shall have the meaning ascribed to such term in Participant’s Employment Agreement. If Participant is not a party to an Employment Agreement or such Employment Agreement does not define Cause, Cause shall have the meaning in Section 5 of this Agreement.

(d) Definition of “CIC Protection Period”. For purposes of this Section 3, “CIC Protection Period” shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant’s employment is terminated under specified circumstances, as provided in Participant’s Employment Agreement.

(e) Definition of “Employment Agreement”. “Employment Agreement” shall mean the Employment Agreement between Participant and the Company dated September 23, 2008, as amended and as it may be amended.

(f) Definition of “Good Reason”. For purposes of this Section 3, “Good Reason” shall have the meaning ascribed to such term in Participant’s Employment Agreement. If Participant is not a party to an Employment Agreement or the Employment Agreement does not define “Good Reason”, any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of “Replacement Award”. For purposes of this Section 3, a “Replacement Award” means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

#### 4. Clawback Policy; Restrictive Covenants Agreement.

(a) Clawback Policy. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 4. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

(b) Restrictive Covenants Agreement. In consideration for the Award Participant is receiving under this Agreement, Participant agrees that if Participant breaches the restrictive covenants (the “Restrictive Covenants”), set forth in Sections 14(c)(i), (ii), (iii) or (iv) of his Employment Agreement, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant’s Award. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares awarded during the period beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of the Restrictive Covenants.

5. Termination for Cause. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Option as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Option during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his termination for Cause. For purposes of this Agreement, subject to Section 3(c), termination for “Cause” means termination as a result of (a) the willful and continued failure by Participant to substantially perform his duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section, Participant's act, or failure to act, will not be



considered “willful” unless the act or failure to act is not in good faith and without reasonable belief that his action or omission was in the best interest of the Company or any Subsidiary.

6. **Non-Transferability of Option** . Subject to any valid deferral election permitted by the Committee, the rights and privileges conferred under this Option may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void. Upon Participant's death, the Option may be transferred by will or by the laws of descent and distribution, in which case all of Participant's remaining rights under this Agreement must be transferred undivided to the same person or persons. During Participant's lifetime, only Participant (or Participant's legal representative if Participant is incompetent) may exercise the Option.

7. **Conditions to Exercise of Option and Issuance of Shares** . The Shares deliverable to Participant upon the exercise of the Option hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to honor the exercise of the Option or issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission (“SEC”) or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

8. **No Rights as Shareholder** . Except as provided in Sections 3 or 11, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unexercised Option. Upon exercise of a vested Option into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

9. **Administration** . The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

10. **Fractional Shares** . Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

11. **Adjustments in Capital Structure** . In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and to the purchase price for such Shares or other stock or securities. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

12. **Taxes** . Regardless of any action the Company or a Subsidiary that employs Participant (the “Employer”) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Option to reduce or eliminate Participant's liability for Tax-Related Items. Prior to the exercise of this Option, Participant shall pay or make adequate arrangements satisfactory to the Company and or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and or (2) withhold in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the exercise of the Option to the extent needed for the Company to treat the Option as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan or Participant's purchase of Shares that cannot be satisfied by the means previously described. The Company

may refuse to honor the exercise and refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

13. **Participant Acknowledgments and Agreements** . By accepting the grant of this Option, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Option is voluntary and occasional and does not create any contractual or other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Option is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Option is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Option award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the future value of the underlying Shares is unknown and cannot be predicted; (x) if the underlying Shares do not increase in value, this Option will have no value; (xi) if Participant exercises this Option and obtains Shares, the value of those Shares acquired upon exercise may increase or decrease in value, even below the Option Price; (xii) in consideration of the grant of this Option, no claim or entitlement to compensation or damages shall arise from termination of this Option or diminution in value of this Option or Shares purchased through exercise of this Option resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xiii) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to receive stock options and vest in stock options under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to exercise this Option after termination of employment, if any, will be measured by the date of termination of Participant's active employment and will not be extended by any notice period mandated under local law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Option.

14. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him and the Option to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all options awarded, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company, UBS and any other company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

15. **Plan Information** . Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K or other report filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com). Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

16. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and

agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Option properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and the provisions of this Agreement conflict, the Plan provisions will govern.

17. **Participant Bound by Plan**. Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

18. **Governing Law**. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

19. **Translations**. If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

20. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. **Section 409A**.

(a) **General**. To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance**. Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

22. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

#206267

**EQUIFAX INC.**

By: \_\_\_\_\_

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
NON-QUALIFIED STOCK OPTION AGREEMENT**

**EMPLOYEE NAME**

**Number of Shares Subject to Award: [ ]**

**Option Price: \$[ ]**

**Date of Grant: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the "Plan"), Equifax Inc., a Georgia corporation (the "Company"), has granted the above-named Participant (the "Participant") an Option (the "Award") to purchase such number of shares of common stock of the Company (the "Shares") as is set forth above on the terms and conditions set forth in this agreement (the "Agreement") and in the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant of Option.** The Company on the Date of Grant set forth above granted to Participant (subject to the terms of the Plan and this Agreement) the right to purchase from the Company all or part of the Number of Shares stated above (the "Option"). This Agreement is not intended to be, and shall not be treated as, an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. **Basic Terms and Conditions.** The Option is subject to the following basic terms and conditions:

(a) **Expiration Date.** Except as otherwise provided in this Agreement, the Option will expire ten (10) years from the Date of Grant (the "Expiration Date").

(b) **Exercise of Option.** Except as provided in Sections 2(d) or 3, the Option shall be exercisable with respect to one-third of the Number of Shares subject to this Option on each of the first three anniversaries of the Date of Grant (each such anniversary is a "Vesting Date") such that this Option shall be fully exercisable on the third anniversary of the Date of Grant (the "Final Vesting Date"), provided Participant (i) remains actively employed by the Company or a Subsidiary until the applicable Vesting Date or (ii) subject to the provisions of Section 2(d)(ii), terminates employment by reason of Retirement (as such term is defined in the Plan). Prior to an applicable Vesting Date, the right to exercise the Option shall not be earned by Participant's performance of services and there shall be no such vesting of the Option. Once exercisable, in whole or part, the Option will continue to be so exercisable until the earlier of the termination of Participant's exercise rights under Section 2(d) or Section 3, or the Expiration Date.

(c) **Method of Exercise and Payment for Shares.** In order to exercise the Option, it must be vested and must not have expired, and Participant must give written notice (or such other form of notice as permitted by the Company or the Committee) in a manner prescribed by the Company from time to time together with payment of the Option Price to the Company at the Company's principal office in Atlanta, Georgia, or as

otherwise directed by the Committee. The date of exercise (the "Date of Exercise") will be the date of receipt of the notice in compliance with this Section 2(c) or any later date specified in the notice. Participant must pay the Option Price (i) in cash or a cash equivalent acceptable to the Committee, (ii) by the surrender (or attestation of ownership) of Shares with an aggregate Fair Market Value (based on the closing price of a share of common stock as reported on the New York Stock Exchange composite index on the Date of Exercise) that is not less than the Option Price, (iii) by a combination of cash and Shares or (iv) by net settlement of the Option in the manner designated by the Committee. Not all forms and methods of payment are available in every country. Except as restricted by applicable law, payment of the Option Price may be delayed in the discretion of the Committee to accommodate proceeds of sale of some or all of the Shares to which this grant relates.

If at the Date of Exercise, Participant is not in compliance with the Company's minimum stock ownership guidelines then in effect for Participant's job grade or classification, if any, Participant will not be entitled to exercise the Option using a "cashless exercise program" of the Company (if then in effect), unless the net proceeds received by Participant from that exercise consist only of Shares and Participant agrees to hold all those Shares for at least one (1) year.

(d) Termination of Employment. Except as provided in Subsections (i), (ii), (iii) or (iv) below, or Section 3, the Option will be forfeited and will not be exercisable after termination of Participant's employment with the Company or a Subsidiary.

(i) Elimination of Position. Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from the Company's elimination of the position held by Participant (as determined by the Committee), then Participant will continue to have the right to exercise the Option with respect to that portion of the Number of Shares for which the Option was vested and exercisable on the date of Participant's termination of employment and the remaining portion shall be forfeited and cancelled. Except as provided in Subsection 2(d)(iv)(B) below, the right to exercise the vested portion of the Option will continue until the earlier of the last day of the one-year period commencing on the date of termination of employment or the Expiration Date.

(ii) Retirement. Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), Participant will continue to vest in the Option in accordance with the original vesting schedule in Section 2(b) above as if Participant had remained actively employed until the Final Vesting Date; provided, that upon Participant's death, all vesting will cease and the Option will be exercisable with respect to that portion of the Number of Shares for which the Option is vested and exercisable on the date of Participant's death and the remaining portion shall be forfeited and cancelled.

Except as provided in Section 2(d)(iv)(B) below, Participant will continue to have the right to exercise the Option with respect to that portion of the Number of

Shares for which the Option is vested and exercisable from time to time until the earlier of the last day of the sixty (60) month period following Participant's Retirement or the Expiration Date.

(iii) Disability. Except as provided in Sections 3 or 4 below, if the Participant incurs a Disability (as such term is defined in the Plan), then all unvested Shares subject to the Option shall immediately become vested and exercisable. Except as provided in Section 2(d)(iv)(B) below, the right to exercise the vested portion of the Option will continue until the earlier of the last day of the sixty (60) month period following the last date of Participant's active employment or the Expiration Date.

(iv) Death.

(A) Except as provided in Sections 3 or 4 below, if the termination of Participant's employment results from Participant's death, then all unvested Shares subject to the Option shall immediately become vested and exercisable, and Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution, will have the right to exercise the Option with respect to all Shares subject to the Option. The right to exercise the Option will continue until the earlier of the last day of the sixty (60) month period following Participant's death or the Expiration Date.

(B) If Participant dies following termination of employment and prior to the expiration of any remaining period during which the Option may be exercised in accordance with Subsections (i), (ii) or (iii) above, or Section 3, the remaining period during which the Option will be exercisable (by Participant's estate, or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of descent and distribution) will be the greater of (a) the remaining period under the applicable section or paragraph referred to above, or (b) six (6) months from the date of death; provided that under no circumstances will the Option be exercisable after the Expiration Date.

### 3. Change of Control.

(a) Double Trigger Change of Control. Subject to Section 3(b) below, if subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the entire Number of Shares represented by the Option which have not yet become vested or been exercised or forfeited will become immediately vested and exercisable (the "Unexercised Portion"). If Participant's employment with the Company or a Subsidiary terminates after the date on which the Change of Control occurs other than as a result of a termination by the Company or a Subsidiary for Cause, then Participant (or, if applicable, Participant's estate or the person(s) to whom Participant's rights under this Agreement pass by will or the laws of

descent and distribution) will have the right to exercise the Unexercised Portion. Except as provided in Section 2(d)(iv) (B) above or Section 4 below, that right may be exercised until the earlier of the last day of the sixty (60) month period following the termination of Participant's employment or the Expiration Date.

(b) Single Trigger Change of Control. Notwithstanding Section 3(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then the entire Number of Shares represented by the Option which have not yet become vested or been exercised will become immediately vested and exercisable (the "Unexercised Portion").

The Committee, in its discretion, may terminate the Option upon a Change of Control; provided, however, that at least 30 days prior to the Change of Control, the Committee notifies Participant that the Option will be terminated and provides Participant, at the election of the Committee, either (i) a cash payment equal to the difference between the Fair Market Value of the vested Options (including Options that would become vested upon the Change of Control as provided above) and the Exercise Price for such Options, computed as of the date of the Change of Control and to be paid no later than three (3) business days after the Change of Control, or (ii) the right to exercise all vested Options (including Options that would become vested upon the Change of Control as provided above) immediately prior to the Change of Control.

(c) Definition of "Cause". For purposes of this Section 3, "Cause" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or such CIC Agreement does not define Cause, Cause shall have the meaning in Section 5 of this Agreement.

(d) Definition of "CIC Agreement". For purposes of this Section 3, "CIC Agreement" shall mean the agreement, if any, between Participant and the Company which provides for severance benefits to Participant if Participant's employment is terminated under specified circumstances in connection with a change in control.

(e) Definition of "CIC Protection Period". For purposes of this Section 3, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's CIC Agreement.

(f) Definition of "Good Reason". For purposes of this Section 3, "Good Reason" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or the CIC Agreement does not define "Good Reason", any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of "Replacement Award". For purposes of this Section 3, a "Replacement Award" means an award that is granted as an assumption or replacement

of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

4. **Clawback Policy**. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation.

Participant hereby agrees to be bound by the requirements of this Section 4. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

5. **Termination for Cause**. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Option as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Option during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his or her termination for Cause. For purposes of this Agreement, subject to Section 3(c), termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section, Participant's act, or failure to act, will not be considered "willful" unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or any Subsidiary.

6. **Non-Transferability of Option**. Subject to any valid deferral election permitted by the Committee, the rights and privileges conferred under this Option may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void. Upon Participant's death, the Option may be transferred by will or by the laws of descent and distribution, in which case all of Participant's remaining rights under this Agreement must be transferred undivided to the same person or persons. During Participant's lifetime, only Participant (or Participant's legal representative if Participant is incompetent) may exercise the Option.

7. **Conditions to Exercise of Option and Issuance of Shares**. The Shares deliverable to Participant upon the exercise of the Option hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to honor the exercise of the Option or issue any certificate or certificates for Shares prior to fulfillment of all of



the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission (“SEC”) or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

8. **No Rights as Shareholder** . Except as provided in Sections 3 or 11, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unexercised Option. Upon exercise of a vested Option into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

9. **Administration** . The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

10. **Fractional Shares** . Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

11. **Adjustments in Capital Structure** . In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and to the purchase price for such Shares or other stock or securities. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

12. **Taxes** . Regardless of any action the Company or a Subsidiary that employs Participant (the “Employer”) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him or her is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Option to reduce or eliminate Participant's liability for Tax-Related Items. Prior to the

exercise of this Option, Participant shall pay or make adequate arrangements satisfactory to the Company and or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and or (2) withhold in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the exercise of the Option to the extent needed for the Company to treat the Option as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan or Participant's purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

13. **Participant Acknowledgments and Agreements** . By accepting the grant of this Option, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Option is voluntary and occasional and does not create any contractual or other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Option is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Option is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Option award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the future value of the underlying Shares is unknown and cannot be predicted; (x) if the underlying Shares do not increase in value, this Option will have no value; (xi) if Participant exercises this Option and obtains Shares, the value of those Shares acquired upon exercise may increase or decrease in value, even below the Option Price; (xii) in consideration of the grant of this Option, no claim or entitlement to compensation or damages shall arise from termination of this Option or diminution in value of this Option

or Shares purchased through exercise of this Option resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xiii) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to receive stock options and vest in stock options under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; furthermore, in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to exercise this Option after termination of employment, if any, will be measured by the date of termination of Participant's active employment and will not be extended by any notice period mandated under local law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Option.

14. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him or her and the Option to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all options awarded, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company, UBS and any other company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

15. **Plan Information** . Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K or other report filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com). Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

16. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Option properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and the provisions of this Agreement conflict, the Plan provisions will govern.
17. **Participant Bound by Plan** . Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.
18. **Governing Law** . This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.
19. **Translations** . If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.
20. **Severability** . The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
21. **Section 409A** .
- (a) **General** . To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder (“Section 409A”), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.
- (b) **No Representations as to Section 409A Compliance** . Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

22. **Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement** . In consideration for the Award Participant is receiving under this Agreement, Participant agrees to and is bound by the terms of the Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement, attached hereto as Appendix A.

23. **30 Days to Accept Agreement** . Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

**EQUIFAX INC.**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

#206271

**Participant Confidentiality, Non-Competition,  
Non-Solicitation and Assignment Agreement**

This Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement (the “Restrictive Covenant Agreement”) is entered into by and between Equifax Inc. on behalf of itself, its subsidiary and/or affiliate companies (collectively “Equifax” or the “Company”) and the aforementioned Participant (hereinafter “Participant”) (collectively, the “Parties”).

In consideration for the continuation of Participant's employment, as well as the Company's provision of a non-qualified stock option award to Participant pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan and the award agreement (“Award Agreement”), to which this Restrictive Covenant Agreement is appended, and the Company's intention to continue to provide Participant with training, and exposure to existing or prospective relationships, Trade Secrets, and/or Confidential Information, Participant agrees as follows:

1. **Definitions** . For the purposes of this Restrictive Covenant Agreement, the following capitalized terms shall be defined as follows:
  - A. “Business” means:
    1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the following functions or providing the following services/products): Consumer information solutions in the United States, including consumer credit reporting and scoring, identity management services, fraud detection and modeling services, decisioning software services that facilitate and automate consumer credit-oriented decisions, portfolio management services, mortgage reporting, property data and analytics, consumer financial marketing services; identity and fraud solutions solving for fraud detection and identity verification; and business information solutions, including business marketing and risk data compilation, business credit reporting and scoring, and related portfolio analytics.
    2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the following functions or providing the following services/products): Employment and income verification services, including identity and fraud solutions; unemployment claims management; social security number verification; identity authentication; employment-based tax credit services; payroll-based transaction services; human resources-related analytics; and management of assessments, onboarding and I-9 compliance of new hires.
    3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the following functions or providing the following services/products): Credit scores and monitoring; debt and household financial management; and identity theft products and related product features delivered to consumers via on-line and off-line distribution channels, including through indirect channels.
    4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the following functions):

consumer and/or credit information reporting, scoring and related information solutions; credit monitoring; decisioning software services that facilitate and automate consumer credit-oriented decisions; identity and fraud solutions; and consumer or commercial financial marketing services.

- B. “Competitive Tasks” means the same or similar tasks that Participant performed on behalf of the Company during Participant’s last twelve (12) months of employment.
- C. “Confidential Information” means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company’s competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential (such third party to be referred to as the “Third Party”), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any Third Party, (iii) pricing information, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, licensors, suppliers, Customers, or any Third Party, including, but not limited to, Customer lists compiled by the Company, and Customer information compiled by the Company, and (vi) information concerning the Company’s or the Third Party’s financial structure and methods and procedures of operation, including, but not limited to, processes for crafting and using equipment. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Restrictive Covenant Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.
- D. “Contact” means any interaction that takes place in the last twelve (12) months of Participant’s employment with the Company and is between Participant and a Customer:
  - 1. With whom Participant dealt on behalf of the Company;
  - 2. Whose dealings with the Company were coordinated or supervised by Participant;
  - 3. About whom Participant obtained Trade Secrets or Confidential Information in the ordinary course of business as a result of Participant’s work performed on behalf of the Company; or
  - 4. Who purchases products or services from the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Participant.
- E. “Customer” means any person or entity to whom the Company has sold its products or services or directly solicited to sell its products or services.

- F. “Company Worker” means any person who (i) was employed by the Company at the time Participant’s employment with the Company ended, and (ii) remains employed by the Company during the Restricted Period.
- G. “Restricted Competitors” means the following companies, as well as any successor entities:
1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.1. above): Experian; TransUnion; LexisNexis; Dun & Bradstreet; Fair Isaac Corporation; CBCInnovis; CoreLogic; Acxiom; Verisk Analytics; Lifelock; IDology; and Nielsen.
  2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.2. above):
    - a. For individuals who work on or sell verification services: CoreLogic; Credco; CBC Innovis/DataVerify; Interthinx; Kroll; LexisNexis; and Credit Plus.
    - b. For individuals who work on or sell unemployment claims management: Corporate Cost Control; Employer’s Unity; Employer’s Edge; Thomas & Thorngren; and Ernst & Young.
    - c. For individuals who work on or sell tax-credit services: ADP; First Advantage; Ernst & Young; PWC; and SuccessFactors.
    - d. For individuals who work on or sell workforce analytics: Ernst & Young; ADP; HealthEfx; Tango; and Unify HR.
    - e. For individuals who work on or sell I-9 solutions: TrackerCorp; ADP; LawLogix; HireNow; HireRight; and Form I-9.
    - f. For individuals who work on or sell Compliance Center solutions: Kenexa; Taleo; Workday; Silk Road; iCIMS; Ultimate Software; and ADP.
    - g. For individuals who work on or sell identity and fraud solutions: LexisNexis; TransUnion; LifeLock; IDology; and Experian.
  3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.3. above): Experian; TransUnion; One Technologies; Credit Karma; Credit Sesame; Intuit (Mint); LifeLock; Intersections; and Affinion.
  4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.5. above): Experian; TransUnion; Fair Isaac Corporation; and Dun & Bradstreet.

An entity will not be construed as a Restricted Competitor if Participant did not work in or perform work in the prior twelve (12) months for the particular business unit that competes with the entity in question. For instance, if Participant performs work exclusively for the verification services sub-unit of the Workforce



Solutions business unit in the prior twelve (12) months, then the list of Restrictive Competitors for Participant shall only be those entities listed in Paragraph 1(G)(2)(a).

- H. "Restricted Period" means the time period during Participant's employment with the Company, and for twelve (12) months after Participant's employment with the Company ends.
  - I. "Trade Secrets" means the Company's trade secrets as defined by applicable statutory or common law.
2. **Employment** . During Participant's employment, Participant shall perform such duties for and on behalf of the Company as may be determined and assigned to Participant from time to time by Equifax. Participant shall devote his or her best efforts to the business and affairs of Equifax.
3. **Employment Relationship** . The Parties acknowledge and agree that this Restrictive Covenant Agreement does not create a contract of employment for a specified term. Unless Equifax and Participant have entered into a written agreement to the contrary, Participant's employment relationship with the Company is at-will. This means that Participant may terminate his or her employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate Participant's employment at any time with or without cause or advance notice.
4. **Acknowledgments** . Participant acknowledges that:
- A. Equifax is engaged in the Business as defined in Paragraph 1(A);
  - B. Participant's position is a position of trust and responsibility with Equifax and will provide Participant with continued access to Confidential Information, Trade Secrets, and/or valuable information concerning employees and customers of the Company;
  - C. the Trade Secrets and Confidential Information, and the relationship between Equifax and each of its employees and customers, are valuable assets of Equifax;
  - D. Equifax's competitors, including, but not limited to, the Restricted Competitors, will obtain an unfair advantage if Participant (i) discloses Confidential Information or Trade Secrets to the Company's competitors, (ii) uses Confidential Information or Trade Secrets on behalf of any entity that competes with the Company, or (iii) exploits the relationships Participant develops on behalf of the Company during his or her employment to solicit Customers or Company Workers on behalf of any entity that competes with Equifax and in violation of this Restrictive Covenant Agreement; and
  - E. the restrictions contained in this Restrictive Covenant Agreement are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Participant's right to work or earn a living in the event Participant's employment with the Company ends.
5. **Trade Secrets and Confidential Information** .
- A. Participant agrees that he or she will not:
    - 1. Either during or for a period of two (2) years after Participant's employment with Equifax, use or disclose the Confidential Information for

any purpose other than the performance of duties in the Business on behalf of the Company, except as authorized in writing by Equifax, and Participant shall not use or disclose Trade Secrets indefinitely;

- 2.. During Participant's employment with Equifax, use or disclose (a) any confidential information or trade secrets of any Third Party, or (b) any works of authorship developed in whole or in part by Participant for any Third Party, unless authorized in writing by the Third Party; or
3. Upon the conclusion of Participant's employment with the Company for any reason retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in Participant's possession or control, unless instructed to do so in writing by Equifax.

B. Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

6. **Non-Competition** . During the Restricted Period, Participant will not, except as authorized in writing by Equifax's Chief Human Resources Officer or his or her delegate, perform Competitive Tasks within the United States on behalf of any of the Restricted Competitors, or perform Competitive Tasks in connection with the Business on Participant's own behalf or on behalf of any other person or entity, in the territory where the employee is working at the time of termination. This restriction is limited to a prohibition on working for on Participant's own behalf or on behalf of any other person or entity (or a recognized division or department thereof) that competes with the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax; this restriction does not prevent Participant from working exclusively for a recognized division or department of another entity that does not compete with the area(s) of the Business for which Participant performed work during Participant's last twelve (12) months of employment with Equifax.
7. **Non-Solicitation of Customers** . During the Restricted Period, Participant will not directly or indirectly solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with those offered by the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax. The restrictions set forth in this Paragraph apply only to Customers with whom Participant had Contact. Nothing in this Paragraph shall be construed to prohibit Participant from soliciting any Customer of the Company for the purpose of selling or providing any products or services: (a) to a Customer that has terminated its business relationship with the

Company (for reasons other than being solicited or encouraged by Participant to do so), or (b) competitive with a product line or service line the Company no longer offers.

8. **Non-Solicitation of Company Workers** . During the Restricted Period, Participant will not, directly or indirectly, on his or her behalf or on behalf of others, solicit any Company Worker whom Employee supervised during his or her last year of employment, directly or indirectly, or with whom Employee regularly worked during his or her last year of employment, to terminate his or her employment relationship with Equifax.
9. **Work Product** . Except as set forth in a separate written agreement executed by a corporate executive officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or designs that either relate to Equifax's business or actual or demonstrably anticipated research or development or result from any work performed by Participant for Equifax (hereinafter collectively called "Inventions") are the property of Equifax. Inventions shall not include any intellectual property the assignment of which to Equifax would be expressly prohibited by a specifically applicable state law, regulation, rule or public policy, such as Delaware Code Annotated, Title 19, § 805, Illinois Revised Statutes, Chapter 140, §§ 301-303, Kansas Statutes Annotated, §§ 44-130, Minnesota Statutes Annotated, § 181.78, North Carolina General Statutes, §§ 66-57.1, 66-57.2, Utah Code Annotated, §§ 34-39-2, 34-39-3, or Washington Revised Code Annotated, §§ 49.44.140, 49.44.150. Participant will cooperate in applying for patents, trademarks or copyrights on all Inventions as Equifax requests, and agrees to assign and hereby does assign those patents, trademarks, copyrights and/or all other intellectual property rights to Equifax. Any works of authorship created by Participant in the course of Participant's duties are subject to the "Work for Hire" provisions contained in sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. Accordingly, all rights, title and interest to copyrights in all works of authorship which have been or will be prepared by Participant within the scope of Participant's employment (hereinafter collectively called the "Works"), shall be the property of Equifax. Participant further acknowledges and agrees that, to the extent the provisions of Title 17 of the United States Code do not vest in Equifax the copyrights to any Works, Participant shall assign and hereby does assign to Equifax all rights, title and interest to copyrights which Participant may have in the Works. Participant shall disclose to Equifax all Works and will execute and deliver all applications for registration, registrations, and further documents relating to the copyrights to the Works. Participant shall provide such additional assistance as Equifax may deem necessary and desirable to assign the Works or Inventions to Equifax and/or secure Equifax title to the patents, trademarks, copyrights and/or all other intellectual property rights in the Works or Inventions, including the appointment of Equifax as its agent to effect for such purposes. To the extent that any preexisting rights are embodied or reflected in the Works or Inventions, Participant grants to Equifax an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (ii) authorize others on Equifax's behalf to do any or all of the foregoing, and Participant warrants that he or she has full and unencumbered authority to grant such a license. The confidentiality requirements of the preceding paragraphs of this Restrictive Covenant Agreement will apply to all of the above.
10. **Return of Company Property/Materials** . Upon the termination of Participant's employment for any reason or upon Equifax's request at any time, Participant shall

immediately return to Equifax all of Equifax's property, including, but not limited to, any mobile/smart phone, personal digital assistant (PDA), keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer or vendor lists existing in any format), rolodexes, tapes, laptop computer, software, computer files, external data device, marketing and sales materials, information relating to work done for Equifax or that Participant obtained as a result of working for Equifax (including such information residing on Participant's personal computer, e-mail account, external data device, or mobile/smart phone) and any other property, record, document, or piece of equipment belonging to Equifax. Participant will not retain and shall provide to Equifax any copies of Equifax's property, including any copies existing in electronic form. To the extent that Participant cannot return copies of Equifax property (such as files existing on Participant's home computer or personal e-mail account), then Participant shall provide a copy of the file to Equifax (including all available Metadata) and then permanently delete the file (unless otherwise instructed in writing to preserve it by Equifax). The obligations contained in this Paragraph shall also apply to any property that belongs to a third party, including, but not limited to, (a) any entity which is affiliated or related to the Company, or (b) the Company's customers, licensors, or suppliers. If Participant has any questions regarding his/her obligations to return and not to retain Company property, then Participant is obligated to contact Participant's direct supervisor (as of the end of Participant's employment) to obtain guidance.

11. **Post-Employment Disclosure** . During the Restricted Period, Participant shall provide a copy of this Restrictive Covenant Agreement to persons and/or entities for whom Participant works or consults as an owner, partner, joint venturer, employee, or independent contractor. If, during the Restricted Period, Participant agrees to work or consult for another person or entity as an owner, partner, joint venturer, employee or independent contractor, then Participant shall provide Equifax before Participant's first day of work or consultation with such person's or entity's name, the nature of such person's or entity's business, Participant's job title, and a general description of the services Participant will provide.
12. **Injunctive Relief** . If Participant breaches this Restrictive Covenant Agreement, Participant agrees that:
  - A. Equifax would suffer irreparable harm;
  - B. it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by Equifax; and
  - C. if Equifax seeks injunctive relief to enforce this Restrictive Covenant Agreement, Participant will waive and will not assert any defense that Equifax has an adequate remedy at law with respect to the breach.

Nothing contained in this Restrictive Covenant Agreement shall limit Equifax's right to any other remedies at law or in equity.

13. **Clawback** . If Participant breaches this Restrictive Covenant Agreement, then the Committee (as that term is defined in the Award Agreement) may, notwithstanding any other provision in the Award Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant's Award (as that term is defined in the Award Agreement). Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares (as that term is defined in the Award Agreement) awarded during the period

beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of this Restrictive Covenant Agreement. Participant agrees that in the event that the Committee takes any action set forth in this Paragraph: (a) the covenants set forth herein will remain in effect as Participant will have received consideration above and beyond the Shares; and (b) Equifax will remain entitled to injunctive relief because it would not be made whole simply through the potential actions set forth in this Paragraph. Nothing in this Paragraph limits the terms of any policy of recoupment or recovery of compensation adopted by the Company from time to time or any applicable law with respect to the recoupment or recovery of incentive compensation.

14. **Independent Enforcement** . Each of the covenants set forth herein shall be construed as covenants independent of: (a) any agreements other than this Restrictive Covenant Agreement; or (b) any other covenants in this Restrictive Covenant Agreement, and the existence of any claim or cause of action by Participant against Equifax, whether predicated on this Restrictive Covenant Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Participant or Equifax may have against the other, shall not constitute a defense to the enforcement by Equifax of the covenants set forth herein. Equifax shall not be barred from enforcing the restrictive covenants set forth herein by reason of any breach of: (a) any other part of this Restrictive Covenant Agreement; or (b) any other agreement with Participant.
15. **Computer Authorization** . Participant agrees that Participant is not authorized to use Equifax's computer system or any of Equifax's IT hardware or software for any purpose in actual or contemplated competition with Equifax. This includes but is not limited to: (a) transferring information relating to Equifax's Business from Equifax's system, hardware, or software to an external device or account for the purpose of using, disclosing, or retaining such information after the end of Participant's employment; or (b) deleting information relating to Equifax's Business from Equifax's system, hardware, or software in advance of the end of Participant's employment with Equifax.
16. **Compliance with Federal and State Law** . Participant 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 to perform Participant's duties for Equifax, Participant 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. § 1681 et seq.) and any state credit reporting statutes.
17. **Misuse of Data** . Participant agrees that any unauthorized disclosure of confidential codes, system access instructions or file data, intentional alteration or destruction of data, or unauthorized access or updating of Participant's own or any other files can lead to immediate termination and federal prosecution under the Fair Credit Reporting Act, the Counterfeit Access Device and Computer Fraud and Abuse Act, or prosecution under other state and federal laws. Should Participant ever be approached by anyone to commit unauthorized or illegal acts or to disclose confidential materials or data, Participant will immediately report this directly to Equifax management.

18. **HIPAA** . Participant acknowledges that if Participant's job duties and responsibilities are within the Equifax Information Technology Department or Human Resources, such duties may cause the Participant to have incidental access to protected health information ("PHI") of the Equifax health plans that is maintained in electronic form. PHI is mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to be kept secure and confidential and may not be accessed, used or disclosed, except as permitted by the Policies and Procedures of the Equifax health plans. Participant acknowledges that he or she will not at any time access PHI, except and only to the extent as may be expressly required in the course of his or her duties and responsibilities within the Equifax Information Technology Department or Human Resources. Further, Participant acknowledges that he or she will not at any time – either during or after his or her employment with Equifax – use or disclose PHI to any person or entity, either within Equifax or externally to third parties, except and only to the extent as expressly permitted by the Privacy Official for the Equifax health plans. Participant understands and acknowledges that unauthorized access, use or disclosure of PHI will result in disciplinary action, up to and including termination of employment, and may also result in the imposition of civil and criminal penalties under HIPAA and other applicable law.
19. **Waiver** . Equifax's failure to enforce any provision of this Restrictive Covenant Agreement shall not act as a waiver of that or any other provision. Equifax's waiver of any breach of this Restrictive Covenant Agreement shall not act as a waiver of any other breach.
20. **Attorneys' Fees** . In the event of litigation relating to this Restrictive Covenant Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.
21. **Severability** . The provisions of this Restrictive Covenant Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, then the unenforceable element of the provision (or, failing that, the entire provision) shall be severed from this Restrictive Covenant Agreement. The remaining provisions and any partially enforceable provisions shall remain in full force and effect. Equifax states specifically that Paragraphs 6 and 7 above shall not restrict the right of a lawyer to practice after termination. Rather, for any lawyer signing this Agreement, Paragraphs 6 and 7 shall not apply to Competitive Tasks involving the practice of law.
22. **Governing Law** . This Restrictive Covenant Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to Georgia's choice of law rules.
23. **No Strict Construction** . If there is a dispute about the language of this Restrictive Covenant Agreement, the fact that one Party drafted the Restrictive Covenant Agreement shall not be used in its interpretation.
24. **Entire Agreement** . This Restrictive Covenant Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the

Parties relating to the subject matter of this Restrictive Covenant Agreement, except for any handbooks or security policies issued by Equifax and applicable to Participant.

25. **Amendments** . Participant understands that at any time during his or her employment, Equifax may request that Participant sign an amendment to this Restrictive Covenant Agreement that would modify the restrictive covenants herein based on changes to Participant's duties, changes in the area for which Participant has responsibility, changes in Equifax's Business, or changes in the law regarding restrictive covenants. This Restrictive Covenant Agreement may not otherwise be amended or modified except in writing signed by both Parties.
26. **Successors and Assigns** . This Restrictive Covenant Agreement shall be assignable to, and shall inure to the benefit of, Equifax's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Equifax's stock or assets, and shall be binding upon Participant. Participant shall not have the right to assign his or her rights or obligations under this Restrictive Covenant Agreement. The covenants contained in this Restrictive Covenant Agreement shall survive cessation of Participant's employment with the Company, regardless of who causes the cessation or the reason for the cessation.
27. **Exclusive Jurisdiction and Venue** . Participant agrees that any claim arising out of or relating to this Restrictive Covenant Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located in the State of Georgia. Participant consents to the personal jurisdiction of such courts and thereby waives: (a) any objection to jurisdiction or venue; or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.
28. **Execution** . This Restrictive Covenant Agreement shall be executed by Participant's acceptance of the preceding Award Agreement, to which this Restrictive Covenant Agreement is appended.

Participant acknowledges that he or she has carefully read this Restrictive Covenant Agreement, knows and understands its terms and conditions, and has had the opportunity to ask the Company any questions Participant may have had prior to accepting this Restrictive Covenant Agreement. Participant also acknowledges that he or she has had the opportunity to consult an attorney of Participant's choice (at Participant's expense) to review this Restrictive Covenant Agreement before accepting it.

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT (TSR)**

[ ] – [ ] Performance Period

**EMPLOYEE NAME**

**Target Number of Shares Subject to Award: [ ]**

**Grant Date: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the “Plan”), Equifax Inc., a Georgia corporation (the “Company”), has granted the above-named participant (“Participant”) Performance Shares (the “Award”) entitling Participant to earn such number of shares of Company common stock (the “Shares”) as is set forth above on the terms and conditions set forth in this agreement (this “Agreement”) and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Award is granted to Participant on the Grant Date set forth above and represents the right to receive Shares (and any related Dividend Equivalent Units) subject to the Award by satisfaction of the performance goals (the “Performance Goals”) set forth in Section 3 of this Agreement, subject to the performance limitations set forth in Section 2(b) of this Agreement. Participant may earn zero percent (0%) to two hundred percent (200%) of the Target Award, depending on the Company’s relative three-year cumulative average quarterly TSR performance for the Performance Period as set forth in Section 3. The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be “qualified performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code, as amended and the regulations thereunder (the “Code”).

2. **Vesting.**

(a) Subject to earlier vesting in accordance with Sections 4 or 5 below, the Shares (and any related Dividend Equivalent Units) will become vested on the later of the third anniversary of the Grant Date or the date on which the Committee certifies the attainment of the Performance Goals (the “Vesting Date”) in accordance with the provisions of Section 3 below and subject to the provisions of subsection (b) below. Prior to the Vesting Date, the Shares (and any related Dividend Equivalent Units) subject to the Award shall be nontransferable and, except as otherwise provided herein, shall be immediately forfeited upon Participant’s termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant’s performance of services and there shall be no such vesting of the Award. Subject to the terms of the Plan, the Committee reserves the right in its sole discretion to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to obtain the Shares represents valuable consideration, regardless of whether the Shares actually vest.



(b) The maximum number of Shares (including any related Dividend Equivalent Units) that may vest and be paid out on the Vesting Date pursuant to Section 3 of this Agreement shall be limited to a Fair Market Value of Shares on the Vesting Date not to exceed:

(i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for the Performance Period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan,

(ii) "operating income" for purpose of clause (i) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the Maximum Award or the individual limits for Participants as set forth in the Plan. The maximum number of Shares may be reduced, but not increased, based on the degree of attainment of the performance criteria as set forth in Section 3 of this Agreement. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares (and any related Dividend Equivalent Units) shall be immediately forfeited.

### 3. **Payment of Performance Shares** .

(a) The performance period for this Award begins on January 1, [ ] and ends on December 31, [ ] (the "Performance Period"). The percentage of the Award earned and paid will be as certified by the Committee as soon as practicable following the end of the Performance Period based on the percentile ranking of the Company's three-year cumulative average quarterly TSR performance compared to the three-year cumulative average quarterly TSR performance of the S&P 500. The Maximum Award may be decreased but may not be increased by the Committee. The Performance Goals by which performance will be measured for payout of the Shares awarded are as follows:

**Performance Share Payout Table**

<b>Three-Year TSR Percentile Rank Relative to S&amp;P 500</b>	<b>Percentage of Performance Shares Payable<sup>1</sup></b>
<b>90<sup>th</sup> or greater</b>	<b>200%</b>
<b>70<sup>th</sup></b>	<b>150%</b>
<b>50<sup>th</sup></b>	<b>100%</b>
<b>30<sup>th</sup></b>	<b>50%</b>
<b>Less than 30<sup>th</sup></b>	<b>0%</b>

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<sup>1</sup> In the event that the Company's three-year cumulative average quarterly TSR performance is negative, the percentage of Performance Shares Payable shall be capped at 100% (Target).

(b) Performance Shares Payable. Subject to Section 2(b), the number of Shares payable is the Target Award multiplied by the average of the Company's cumulative TSR positioning through each of the last four quarters of the Performance Period. For performance levels falling between the values as shown above, the percentage of Shares payable will be determined by interpolation. Payments will be made in Shares. For a hypothetical illustration of this calculation, see the Hypothetical Example below.

**Hypothetical Example: [ ] - [ ] Performance Period**

	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Cumulative TSR Positioning</b>	61 <sup>st</sup>	57 <sup>th</sup>	72 <sup>nd</sup>	69 <sup>th</sup>	70 <sup>th</sup>	62 <sup>nd</sup>	54 <sup>th</sup>	52 <sup>nd</sup>	63 <sup>rd</sup>	47 <sup>th</sup>	45 <sup>th</sup>	48 <sup>th</sup>
<b>Payout (% of target)</b>									132%	93%	88%	95%
<b>Actual Payout (Average of Last 4 Quarters)</b>									<b>102%</b>			

(c) Value of the Shares Issued as Payment for Shares Earned. The Fair Market Value of Shares on the Vesting Date will be used by the Committee to determine the basis of the Shares earned and payable.

(d) Withholding. As provided in Section 16 below, the Company shall withhold Shares having a Fair Market Value on the date the tax is to be determined for federal, state, local and other withholding taxes with respect to any taxable event arising as a result of this Agreement.

(e) Timing of Payout. Payout of the Award will be made to Participant following the Vesting Date and written certification of performance by the Committee as provided in Section 8.

(f) Certain Definitions.

“*Maximum Award*” means the maximum number of Shares that can be awarded to Participant as set forth in Sections 1, 2 and 3.

“*S&P 500*” generally means the companies constituting the Standard & Poor’s 500 Index as of the beginning of the Performance Period (including the Company) and which continue to be actively traded under the same ticker symbol on an established securities market through the end of the Performance Period. A component company of the S&P 500 that is acquired at any time during the Performance Period (i.e., company and ticker symbol disappear) will be eliminated from the S&P 500 for the entire Performance Period. A component company of the S&P 500 filing for bankruptcy protection (and thus no longer publicly traded) at any time during the Performance Period will be deemed to remain in the S&P 500 (at an assumed TSR of minus 100%).

“*Target Award*” means the Target Number of Shares Subject to Award specified at the beginning of this Agreement.

“*Total Shareholder Return*” or “*TSR*” means with respect to the Company or other S&P 500 component company: the change in the closing market price of its common stock (as quoted in the principal market on which it is traded), plus dividends and other distributions paid on such common stock during the Performance Period, divided by the closing market price of its common stock on the last business day immediately preceding the Performance Period. The TSR for the common stock of the Company and an S&P 500 component company shall be adjusted to take into account stock splits, reverse stock splits, and special dividends that occur during the Performance Period, and assumes that all cash dividends and cash distributions are immediately reinvested in common stock of the entity using the closing market price on the dividend payment date.

4. **Termination of Employment**. Participant's unvested Shares subject to the Award shall become vested and nonforfeitable under the following circumstances:

(a) Death. If Participant’s termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date of Participant’s death and payout of the Shares shall be made at the Target Award payout level (100%) to Participant’s designated beneficiary as soon as practicable after the date of death as provided in Section 8.

(b) Disability. Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall become vested and nonforfeitable and payout of the Shares shall be made at the Target Award payout level

(100%) as soon as practicable after the Committee determines that Participant has suffered a Disability, as provided in Section 8.

(c) Retirement. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with vesting and payout of Shares based upon the performance results as and when determined by the Committee under Section 3. Payout of the Shares shall be made at the time provided in Section 3(e).

## 5. Change of Control.

(a) Double Trigger Change of Control. Subject to Section 5(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the Replacement Award will vest and be paid out as follows: if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's relative cumulative TSR positioning at the time of the Change of Control (without the final four quarter averaging applicable to the three-year Performance Period); otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8.

(b) Single Trigger Change of Control. Notwithstanding Section 5(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date on which the Change of Control occurs; if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's relative cumulative TSR positioning at the time of the Change of Control (without the final four quarter averaging applicable to the three-year Performance Period); otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8, provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the payout of the Shares under Section 8 shall not occur until after the Vesting Date.

(c) Definition of "Cause". For purposes of this Section 5, "Cause" shall have the meaning ascribed to such term in Section 9 of Participant's Employment Agreement. If

Participant is no longer a party to an Employment Agreement or such Employment Agreement does not define Cause, Cause shall have the meaning in Section 7 of this Agreement.

(d) Definition of "CIC Protection Period". For purposes of this Section 5, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's Employment Agreement.

(e) Definition of "Employment Agreement". "Employment Agreement" shall mean the Employment Agreement between Participant and the Company dated September 23, 2008, as amended and as it may be amended.

(f) Definition of "Good Reason". For purposes of this Section 5, "Good Reason" shall have the meaning ascribed to such term in Section 9 of Participant's Employment Agreement. If Participant is not a party to an Employment Agreement or the Employment Agreement does not define "Good Reason", any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of "Replacement Award". For purposes of this Section 5, a "Replacement Award" means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

#### **6. Clawback Policy; Restrictive Covenants Agreement .**

(a) Clawback Policy. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 6. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

(b) Restrictive Covenants Agreement. In consideration for the Award Participant is receiving under this Agreement, Participant agrees that if Participant breaches the restrictive covenants (the "Restrictive Covenants"), set forth in Sections 14(c)(i), (ii), (iii) or (iv) of his Employment Agreement, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant's Award. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares awarded during the period beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of the Restrictive Covenants.

7. **Termination for Cause** . If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his termination for Cause. For purposes of this Agreement, subject to Section 5(c), termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section 7, Participant's act, or failure to act, will not be considered "willful" unless the act or failure to act is not in good faith and without reasonable belief that his action or omission was in the best interest of the Company or any Subsidiary.

8. **Payment Dates; Transfer of Vested Shares** . Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant's death, (c) Participant's Disability, (d) Participant's termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 25; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 5(a) above on the date of a Change of Control, then no Shares are payable on such payment date.

9. **Dividend Equivalent Units** . If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 8, Dividend Equivalent Units shall be credited to Participant, based on the Target Award shares, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant and shall be adjusted based on the same payout percentage. Participant will

forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.

10. **Non-Transferability of Award** . Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

11. **Conditions to Issuance of Shares** . The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

12. **No Rights as Shareholder** . Except as provided in Sections 9 and 15, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

13. **Administration** . The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

14. **Fractional Shares** . Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

15. **Adjustments in Capital Structure** . In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

16. **Taxes.** Regardless of any action the Company or a Subsidiary that employs Participant (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

17. **Participant Acknowledgments and Agreements.** By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited



to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

18. **Consent for Accumulation and Transfer of Data**. Participant consents to the accumulation and transfer of data concerning him and the Award to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

19. **Plan Information**. Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement,

Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com) . Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

20. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

21. **Participant Bound by Plan** . Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

22. **Governing Law** . This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

23. **Translations** . If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

24. **Severability** . The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

25. **Section 409A** .

(a) **General** . To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance** . Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or

penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) Six Month Delay for Specified Participants.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his Separation from Service, Participant is a "key employee", within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h).

26. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**EQUIFAX INC.**

By:\_\_\_\_\_

#206269

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT (TSR)**

[ ] – [ ] Performance Period

**EMPLOYEE NAME**

**Target Number of Shares Subject to Award: [ ]**

**Grant Date: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the “Plan”), Equifax Inc., a Georgia corporation (the “Company”), has granted the above-named participant (“Participant”) Performance Shares (the “Award”) entitling Participant to earn such number of shares of Company common stock (the “Shares”) as is set forth above on the terms and conditions set forth in this agreement (this “Agreement”) and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Award is granted to Participant on the Grant Date set forth above and represents the right to receive Shares (and any related Dividend Equivalent Units) subject to the Award by satisfaction of the performance goals (the “Performance Goals”) set forth in Section 3 of this Agreement, subject to the performance limitations set forth in Section 2(b) of this Agreement. Participant may earn zero percent (0%) to two hundred percent (200%) of the Target Award, depending on the Company’s relative three-year cumulative average quarterly TSR performance for the Performance Period as set forth in Section 3. The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be “qualified performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code, as amended and the regulations thereunder (the “Code”).

2. **Vesting.**

(a) Subject to earlier vesting in accordance with Sections 4 or 5 below, the Shares (and any related Dividend Equivalent Units) will become vested on the later of the third anniversary of the Grant Date or the date on which the Committee certifies the attainment of the Performance Goals (the “Vesting Date”) in accordance with the provisions of Section 3 below and subject to the provisions of subsection (b) below. Prior to the Vesting Date, the Shares (and any related Dividend Equivalent Units) subject to the Award shall be nontransferable and, except as otherwise provided herein, shall be immediately forfeited upon Participant’s termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant’s performance of services and there shall be no such vesting of the Award. Subject to the terms of the Plan, the Committee reserves the right in its sole discretion to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to obtain the Shares represents valuable consideration, regardless of whether the Shares actually vest.

(b) The maximum number of Shares (including any related Dividend Equivalent Units) that may vest and be paid out on the Vesting Date pursuant to Section 3 of this Agreement shall be limited to a Fair Market Value of Shares on the Vesting Date not to exceed:

(i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for the Performance Period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan,

(ii) "operating income" for purpose of clause (i) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the Maximum Award or the individual limits for Participants as set forth in the Plan. The maximum number of Shares may be reduced, but not increased, based on the degree of attainment of the performance criteria as set forth in Section 3 of this Agreement. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares (and any related Dividend Equivalent Units) shall be immediately forfeited.

3. **Payment of Performance Shares.**

(a) The performance period for this Award begins on January 1, [ ] and ends on December 31, [ ] (the "Performance Period"). The percentage of the Award earned and paid will be as certified by the Committee as soon as practicable following the end of the Performance Period based on the percentile ranking of the Company's three-year cumulative average quarterly TSR performance compared to the three-year cumulative average quarterly TSR performance of the S&P 500. The Maximum Award may be decreased but may not be increased by the Committee. The Performance Goals by which performance will be measured for payout of the Shares awarded are as follows:

### Performance Share Payout Table

Three-Year TSR Percentile Rank Relative to S&P 500	Percentage of Performance Shares Payable <sup>1</sup>
90 <sup>th</sup> or greater	200%
70 <sup>th</sup>	150%
50 <sup>th</sup>	100%
30 <sup>th</sup>	50%
Less than 30 <sup>th</sup>	0%

<sup>1</sup> In the event that the Company's three-year cumulative average quarterly TSR performance is negative, the percentage of Performance Shares Payable shall be capped at 100% (Target).

(b) Performance Shares Payable. Subject to Section 2(b), the number of Shares payable is the Target Award multiplied by the average of the Company's cumulative TSR positioning through each of the last four quarters of the Performance Period. For performance levels falling between the values as shown above, the percentage of Shares payable will be determined by interpolation. Payments will be made in Shares. For a hypothetical illustration of this calculation, see the Hypothetical Example below.

#### Hypothetical Example: [ ] - [ ] Performance Period

	Year 1				Year 2				Year 3			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Cumulative TSR Positioning</b>	61 <sup>st</sup>	57 <sup>th</sup>	72 <sup>nd</sup>	69 <sup>th</sup>	70 <sup>th</sup>	62 <sup>nd</sup>	54 <sup>th</sup>	52 <sup>nd</sup>	63 <sup>rd</sup>	47 <sup>th</sup>	45 <sup>th</sup>	48 <sup>th</sup>
<b>Payout (% of target)</b>									132%	93%	88%	95%
<b>Actual Payout (Average of Last 4 Quarters)</b>									<b>102%</b>			

(c) Value of the Shares Issued as Payment for Shares Earned. The Fair Market Value of Shares on the Vesting Date will be used by the Committee to determine the basis of the Shares earned and payable.

(d) Withholding. As provided in Section 16 below, the Company shall withhold Shares having a Fair Market Value on the date the tax is to be determined for federal, state, local and other withholding taxes with respect to any taxable event arising as a result of this Agreement.

(e) Timing of Payout. Payout of the Award will be made to Participant following the Vesting Date and written certification of performance by the Committee as provided in Section 8.

(f) Certain Definitions .

“*Maximum Award*” means the maximum number of Shares that can be awarded to Participant as set forth in Sections 1, 2 and 3.

“*S&P 500*” generally means the companies constituting the Standard & Poor’s 500 Index as of the beginning of the Performance Period (including the Company) and which continue to be actively traded under the same ticker symbol on an established securities market through the end of the Performance Period. A component company of the S&P 500 that is acquired at any time during the Performance Period (i.e., company and ticker symbol disappear) will be eliminated from the S&P 500 for the entire Performance Period. A component company of the S&P 500 filing for bankruptcy protection (and thus no longer publicly traded) at any time during the Performance Period will be deemed to remain in the S&P 500 (at an assumed TSR of minus 100%).

“*Target Award*” means the Target Number of Shares Subject to Award specified at the beginning of this Agreement.

“*Total Shareholder Return*” or “*TSR*” means with respect to the Company or other S&P 500 component company: the change in the closing market price of its common stock (as quoted in the principal market on which it is traded), plus dividends and other distributions paid on such common stock during the Performance Period, divided by the closing market price of its common stock on the last business day immediately preceding the Performance Period. The TSR for the common stock of the Company and an S&P 500 component company shall be adjusted to take into account stock splits, reverse stock splits, and special dividends that occur during the Performance Period, and assumes that all cash dividends and cash distributions are immediately reinvested in common stock of the entity using the closing market price on the dividend payment date.

4. **Termination of Employment** . Participant's unvested Shares subject to the Award shall become vested and nonforfeitable under the following circumstances:

(a) Death . If Participant’s termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date of Participant’s death and payout of the Shares shall be made at the Target Award payout level (100%) to Participant’s designated beneficiary as soon as practicable after the date of death as provided in Section 8.

(b) Disability . Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall become vested and nonforfeitable and payout of the Shares shall be made at the Target Award payout level (100%) as soon as practicable after the Committee determines that Participant has suffered a Disability, as provided in Section 8.



(c) Retirement. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with vesting and payout of Shares based upon the performance results as and when determined by the Committee under Section 3. Payout of the Shares shall be made at the time provided in Section 3(e).

## 5. Change of Control.

(a) Double Trigger Change of Control. Subject to Section 5(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the Replacement Award will vest and be paid out as follows: if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's relative cumulative TSR positioning at the time of the Change of Control (without the final four quarter averaging applicable to the three-year Performance Period); otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8.

(b) Single Trigger Change of Control. Notwithstanding Section 5(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date on which the Change of Control occurs; if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's relative cumulative TSR positioning at the time of the Change of Control (without the final four quarter averaging applicable to the three-year Performance Period); otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8, provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the payout of the Shares under Section 8 shall not occur until after the Vesting Date.

(c) Definition of "Cause". For purposes of this Section 5, "Cause" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or such CIC Agreement does not define Cause, Cause shall have the meaning in Section 7 of this Agreement.

(d) Definition of "CIC Agreement". For purposes of this Section 5, "CIC Agreement" shall mean the agreement, if any, between Participant and the Company which provides for severance benefits to Participant if Participant's employment is terminated under specified circumstances in connection with a change in control.

(e) Definition of "CIC Protection Period". For purposes of this Section 5, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's CIC Agreement.

(f) Definition of "Good Reason". For purposes of this Section 5, "Good Reason" shall have the meaning ascribed to such term in Participant's CIC Agreement, as may be amended from time to time. If Participant is not a party to a CIC Agreement or the CIC Agreement does not define "Good Reason", any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of "Replacement Award". For purposes of this Section 5, a "Replacement Award" means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

6. **Clawback Policy**. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended) and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 6. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

7. **Termination for Cause**. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his or her termination for Cause. For purposes of this Agreement, subject to Section 5(c), termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section 7, Participant's act, or failure to act, will not be

considered “willful” unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or any Subsidiary.

8. **Payment Dates; Transfer of Vested Shares**. Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant’s death, (c) Participant’s Disability, (d) Participant’s termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 25; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 5(a) above on the date of a Change of Control, then no Shares are payable on such payment date.

9. **Dividend Equivalent Units**. If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 8, Dividend Equivalent Units shall be credited to Participant, based on the Target Award shares, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant and shall be adjusted based on the same payout percentage. Participant will forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.

10. **Non-Transferability of Award**. Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.

11. **Conditions to Issuance of Shares**. The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the

Securities and Exchange Commission (“SEC”) or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.

12. **No Rights as Shareholder**. Except as provided in Sections 9 and 15, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.

13. **Administration**. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

14. **Fractional Shares**. Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.

15. **Adjustments in Capital Structure**. In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.

16. **Taxes**. Regardless of any action the Company or a Subsidiary that employs Participant (the “Employer”) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him or her is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the

Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

17. **Participant Acknowledgments and Agreements**. By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to vest in

the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

18. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the “personal data”). Certain personal data may also constitute “sensitive personal data” within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

19. **Plan Information** . Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com). Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

20. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

21. **Participant Bound by Plan**. Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

22. **Governing Law**. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

23. **Translations**. If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

24. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

25. **Section 409A**.

(a) **General**. To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance**. Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) **Six Month Delay for Specified Participants**.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence

shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his or her Separation from Service, Participant is a "key employee", within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h).

26. **Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement**. In consideration for the Award Participant is receiving under this Agreement, Participant agrees to and is bound by the terms of the Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement, attached hereto as Appendix A.

27. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

**EQUIFAX INC.**

\_\_\_\_\_  
(Signature)

By:\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

#206273



**Participant Confidentiality, Non-Competition,  
Non-Solicitation and Assignment Agreement**

This Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement (the “Restrictive Covenant Agreement”) is entered into by and between Equifax Inc. on behalf of itself, its subsidiary and/or affiliate companies (collectively “Equifax” or the “Company”) and the aforementioned Participant (hereinafter “Participant”) (collectively, the “Parties”).

In consideration for the continuation of Participant’s employment, as well as the Company’s provision of performance shares to Participant pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan and the award agreement (“Award Agreement”), to which this Restrictive Covenant Agreement is appended, and the Company’s intention to continue to provide Participant with training, and exposure to existing or prospective relationships, Trade Secrets, and/or Confidential Information, Participant agrees as follows:

1. **Definitions** . For the purposes of this Restrictive Covenant Agreement, the following capitalized terms shall be defined as follows:
  - A. “Business” means:
    1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the following functions or providing the following services/products): Consumer information solutions in the United States, including consumer credit reporting and scoring, identity management services, fraud detection and modeling services, decisioning software services that facilitate and automate consumer credit-oriented decisions, portfolio management services, mortgage reporting, property data and analytics, consumer financial marketing services; identity and fraud solutions solving for fraud detection and identity verification; and business information solutions, including business marketing and risk data compilation, business credit reporting and scoring, and related portfolio analytics.
    2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the following functions or providing the following services/products): Employment and income verification services, including identity and fraud solutions; unemployment claims management; social security number verification; identity authentication; employment-based tax credit services; payroll-based transaction services; human resources-related analytics; and management of assessments, onboarding and I-9 compliance of new hires.
    3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the following functions or providing the following services/products): Credit scores and monitoring; debt and household financial management; and identity theft products and related product features delivered to consumers via on-line and off-line distribution channels, including through indirect channels.
    4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the following functions):

consumer and/or credit information reporting, scoring and related information solutions; credit monitoring; decisioning software services that facilitate and automate consumer credit-oriented decisions; identity and fraud solutions; and consumer or commercial financial marketing services.

- B. "Competitive Tasks" means the same or similar tasks that Participant performed on behalf of the Company during Participant's last twelve (12) months of employment.
- C. "Confidential Information" means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company's competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential (such third party to be referred to as the "Third Party"), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any Third Party, (iii) pricing information, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, licensors, suppliers, Customers, or any Third Party, including, but not limited to, Customer lists compiled by the Company, and Customer information compiled by the Company, and (vi) information concerning the Company's or the Third Party's financial structure and methods and procedures of operation, including, but not limited to, processes for crafting and using equipment. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Restrictive Covenant Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.
- D. "Contact" means any interaction that takes place in the last twelve (12) months of Participant's employment with the Company and is between Participant and a Customer:
1. With whom Participant dealt on behalf of the Company;
  2. Whose dealings with the Company were coordinated or supervised by Participant;
  3. About whom Participant obtained Trade Secrets or Confidential Information in the ordinary course of business as a result of Participant's work performed on behalf of the Company; or
  4. Who purchases products or services from the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Participant.
- E. "Customer" means any person or entity to whom the Company has sold its products or services or directly solicited to sell its products or services.

- F. “Company Worker” means any person who (i) was employed by the Company at the time Participant’s employment with the Company ended, and (ii) remains employed by the Company during the Restricted Period.
- G. “Restricted Competitors” means the following companies, as well as any successor entities:
1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.1. above): Experian; TransUnion; LexisNexis; Dun & Bradstreet; Fair Isaac Corporation; CBCInnovis; CoreLogic; Acxiom; Verisk Analytics; Lifelock; IDology; and Nielsen.
  2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.2. above):
    - a. For individuals who work on or sell verification services: CoreLogic; Credco; CBC Innovis/DataVerify; Interthinx; Kroll; LexisNexis; and Credit Plus.
    - b. For individuals who work on or sell unemployment claims management: Corporate Cost Control; Employer’s Unity; Employer’s Edge; Thomas & Thorngren; and Ernst & Young.
    - c. For individuals who work on or sell tax-credit services: ADP; First Advantage; Ernst & Young; PWC; and SuccessFactors.
    - d. For individuals who work on or sell workforce analytics: Ernst & Young; ADP; HealthEfx; Tango; and Unify HR.
    - e. For individuals who work on or sell I-9 solutions: TrackerCorp; ADP; LawLogix; HireNow; HireRight; and Form I-9.
    - f. For individuals who work on or sell Compliance Center solutions: Kenexa; Taleo; Workday; Silk Road; iCIMS; Ultimate Software; and ADP.
    - g. For individuals who work on or sell identity and fraud solutions: LexisNexis; TransUnion; LifeLock; IDology; and Experian.
  3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.3. above): Experian; TransUnion; One Technologies; Credit Karma; Credit Sesame; Intuit (Mint); LifeLock; Intersections; and Affinion.
  4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.5. above): Experian; TransUnion; Fair Isaac Corporation; and Dun & Bradstreet.

An entity will not be construed as a Restricted Competitor if Participant did not work in or perform work in the prior twelve (12) months for the particular business unit that competes with the entity in question. For instance, if Participant performs work exclusively for the verification services sub-unit of the Workforce

Solutions business unit in the prior twelve (12) months, then the list of Restrictive Competitors for Participant shall only be those entities listed in Paragraph 1(G)(2)(a).

- H. "Restricted Period" means the time period during Participant's employment with the Company, and for twelve (12) months after Participant's employment with the Company ends.
  - I. "Trade Secrets" means the Company's trade secrets as defined by applicable statutory or common law.
2. **Employment** . During Participant's employment, Participant shall perform such duties for and on behalf of the Company as may be determined and assigned to Participant from time to time by Equifax. Participant shall devote his or her best efforts to the business and affairs of Equifax.
3. **Employment Relationship** . The Parties acknowledge and agree that this Restrictive Covenant Agreement does not create a contract of employment for a specified term. Unless Equifax and Participant have entered into a written agreement to the contrary, Participant's employment relationship with the Company is at-will. This means that Participant may terminate his or her employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate Participant's employment at any time with or without cause or advance notice.
4. **Acknowledgments** . Participant acknowledges that:
- A. Equifax is engaged in the Business as defined in Paragraph 1(A);
  - B. Participant's position is a position of trust and responsibility with Equifax and will provide Participant with continued access to Confidential Information, Trade Secrets, and/or valuable information concerning employees and customers of the Company;
  - C. the Trade Secrets and Confidential Information, and the relationship between Equifax and each of its employees and customers, are valuable assets of Equifax;
  - D. Equifax's competitors, including, but not limited to, the Restricted Competitors, will obtain an unfair advantage if Participant (i) discloses Confidential Information or Trade Secrets to the Company's competitors, (ii) uses Confidential Information or Trade Secrets on behalf of any entity that competes with the Company, or (iii) exploits the relationships Participant develops on behalf of the Company during his or her employment to solicit Customers or Company Workers on behalf of any entity that competes with Equifax and in violation of this Restrictive Covenant Agreement; and
  - E. the restrictions contained in this Restrictive Covenant Agreement are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Participant's right to work or earn a living in the event Participant's employment with the Company ends.
5. **Trade Secrets and Confidential Information** .
- A. Participant agrees that he or she will not:
    - 1. Either during or for a period of two (2) years after Participant's employment with Equifax, use or disclose the Confidential Information for

any purpose other than the performance of duties in the Business on behalf of the Company, except as authorized in writing by Equifax, and Participant shall not use or disclose Trade Secrets indefinitely;

- 2.. During Participant's employment with Equifax, use or disclose (a) any confidential information or trade secrets of any Third Party, or (b) any works of authorship developed in whole or in part by Participant for any Third Party, unless authorized in writing by the Third Party; or
3. Upon the conclusion of Participant's employment with the Company for any reason retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in Participant's possession or control, unless instructed to do so in writing by Equifax.

B. Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

6. **Non-Competition** . During the Restricted Period, Participant will not, except as authorized in writing by Equifax's Chief Human Resources Officer or his or her delegate, perform Competitive Tasks within the United States on behalf of any of the Restricted Competitors, or perform Competitive Tasks in connection with the Business on Participant's own behalf or on behalf of any other person or entity, in the territory where the employee is working at the time of termination. This restriction is limited to a prohibition on working for on Participant's own behalf or on behalf of any other person or entity (or a recognized division or department thereof) that competes with the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax; this restriction does not prevent Participant from working exclusively for a recognized division or department of another entity that does not compete with the area(s) of the Business for which Participant performed work during Participant's last twelve (12) months of employment with Equifax.
7. **Non-Solicitation of Customers** . During the Restricted Period, Participant will not directly or indirectly solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with those offered by the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax. The restrictions set forth in this Paragraph apply only to Customers with whom Participant had Contact. Nothing in this Paragraph shall be construed to prohibit Participant from soliciting any Customer of the Company for the purpose of selling or providing any products or services: (a) to a Customer that has terminated its business relationship with the

Company (for reasons other than being solicited or encouraged by Participant to do so), or (b) competitive with a product line or service line the Company no longer offers.

8. **Non-Solicitation of Company Workers** . During the Restricted Period, Participant will not, directly or indirectly, on his or her behalf or on behalf of others, solicit any Company Worker whom Employee supervised during his or her last year of employment, directly or indirectly, or with whom Employee regularly worked during his or her last year of employment, to terminate his or her employment relationship with Equifax.
9. **Work Product** . Except as set forth in a separate written agreement executed by a corporate executive officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or designs that either relate to Equifax's business or actual or demonstrably anticipated research or development or result from any work performed by Participant for Equifax (hereinafter collectively called "Inventions") are the property of Equifax. Inventions shall not include any intellectual property the assignment of which to Equifax would be expressly prohibited by a specifically applicable state law, regulation, rule or public policy, such as Delaware Code Annotated, Title 19, § 805, Illinois Revised Statutes, Chapter 140, §§ 301-303, Kansas Statutes Annotated, §§ 44-130, Minnesota Statutes Annotated, § 181.78, North Carolina General Statutes, §§ 66-57.1, 66-57.2, Utah Code Annotated, §§ 34-39-2, 34-39-3, or Washington Revised Code Annotated, §§ 49.44.140, 49.44.150. Participant will cooperate in applying for patents, trademarks or copyrights on all Inventions as Equifax requests, and agrees to assign and hereby does assign those patents, trademarks, copyrights and/or all other intellectual property rights to Equifax. Any works of authorship created by Participant in the course of Participant's duties are subject to the "Work for Hire" provisions contained in sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. Accordingly, all rights, title and interest to copyrights in all works of authorship which have been or will be prepared by Participant within the scope of Participant's employment (hereinafter collectively called the "Works"), shall be the property of Equifax. Participant further acknowledges and agrees that, to the extent the provisions of Title 17 of the United States Code do not vest in Equifax the copyrights to any Works, Participant shall assign and hereby does assign to Equifax all rights, title and interest to copyrights which Participant may have in the Works. Participant shall disclose to Equifax all Works and will execute and deliver all applications for registration, registrations, and further documents relating to the copyrights to the Works. Participant shall provide such additional assistance as Equifax may deem necessary and desirable to assign the Works or Inventions to Equifax and/or secure Equifax title to the patents, trademarks, copyrights and/or all other intellectual property rights in the Works or Inventions, including the appointment of Equifax as its agent to effect for such purposes. To the extent that any preexisting rights are embodied or reflected in the Works or Inventions, Participant grants to Equifax an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (ii) authorize others on Equifax's behalf to do any or all of the foregoing, and Participant warrants that he or she has full and unencumbered authority to grant such a license. The confidentiality requirements of the preceding paragraphs of this Restrictive Covenant Agreement will apply to all of the above.
10. **Return of Company Property/Materials** . Upon the termination of Participant's employment for any reason or upon Equifax's request at any time, Participant shall

immediately return to Equifax all of Equifax's property, including, but not limited to, any mobile/smart phone, personal digital assistant (PDA), keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer or vendor lists existing in any format), rolodexes, tapes, laptop computer, software, computer files, external data device, marketing and sales materials, information relating to work done for Equifax or that Participant obtained as a result of working for Equifax (including such information residing on Participant's personal computer, e-mail account, external data device, or mobile/smart phone) and any other property, record, document, or piece of equipment belonging to Equifax. Participant will not retain and shall provide to Equifax any copies of Equifax's property, including any copies existing in electronic form. To the extent that Participant cannot return copies of Equifax property (such as files existing on Participant's home computer or personal e-mail account), then Participant shall provide a copy of the file to Equifax (including all available Metadata) and then permanently delete the file (unless otherwise instructed in writing to preserve it by Equifax). The obligations contained in this Paragraph shall also apply to any property that belongs to a third party, including, but not limited to, (a) any entity which is affiliated or related to the Company, or (b) the Company's customers, licensors, or suppliers. If Participant has any questions regarding his/her obligations to return and not to retain Company property, then Participant is obligated to contact Participant's direct supervisor (as of the end of Participant's employment) to obtain guidance.

11. **Post-Employment Disclosure** . During the Restricted Period, Participant shall provide a copy of this Restrictive Covenant Agreement to persons and/or entities for whom Participant works or consults as an owner, partner, joint venturer, employee, or independent contractor. If, during the Restricted Period, Participant agrees to work or consult for another person or entity as an owner, partner, joint venturer, employee or independent contractor, then Participant shall provide Equifax before Participant's first day of work or consultation with such person's or entity's name, the nature of such person's or entity's business, Participant's job title, and a general description of the services Participant will provide.
12. **Injunctive Relief** . If Participant breaches this Restrictive Covenant Agreement, Participant agrees that:
  - A. Equifax would suffer irreparable harm;
  - B. it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by Equifax; and
  - C. if Equifax seeks injunctive relief to enforce this Restrictive Covenant Agreement, Participant will waive and will not assert any defense that Equifax has an adequate remedy at law with respect to the breach.

Nothing contained in this Restrictive Covenant Agreement shall limit Equifax's right to any other remedies at law or in equity.

13. **Clawback** . If Participant breaches this Restrictive Covenant Agreement, then the Committee (as that term is defined in the Award Agreement) may, notwithstanding any other provision in the Award Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant's Award (as that term is defined in the Award Agreement). Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares (as that term is defined in the Award Agreement) awarded during the period

beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of this Restrictive Covenant Agreement. Participant agrees that in the event that the Committee takes any action set forth in this Paragraph: (a) the covenants set forth herein will remain in effect as Participant will have received consideration above and beyond the Shares; and (b) Equifax will remain entitled to injunctive relief because it would not be made whole simply through the potential actions set forth in this Paragraph. Nothing in this Paragraph limits the terms of any policy of recoupment or recovery of compensation adopted by the Company from time to time or any applicable law with respect to the recoupment or recovery of incentive compensation.

14. **Independent Enforcement** . Each of the covenants set forth herein shall be construed as covenants independent of: (a) any agreements other than this Restrictive Covenant Agreement; or (b) any other covenants in this Restrictive Covenant Agreement, and the existence of any claim or cause of action by Participant against Equifax, whether predicated on this Restrictive Covenant Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Participant or Equifax may have against the other, shall not constitute a defense to the enforcement by Equifax of the covenants set forth herein. Equifax shall not be barred from enforcing the restrictive covenants set forth herein by reason of any breach of: (a) any other part of this Restrictive Covenant Agreement; or (b) any other agreement with Participant.
15. **Computer Authorization** . Participant agrees that Participant is not authorized to use Equifax's computer system or any of Equifax's IT hardware or software for any purpose in actual or contemplated competition with Equifax. This includes but is not limited to: (a) transferring information relating to Equifax's Business from Equifax's system, hardware, or software to an external device or account for the purpose of using, disclosing, or retaining such information after the end of Participant's employment; or (b) deleting information relating to Equifax's Business from Equifax's system, hardware, or software in advance of the end of Participant's employment with Equifax.
16. **Compliance with Federal and State Law** . Participant 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 to perform Participant's duties for Equifax, Participant 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. § 1681 et seq.) and any state credit reporting statutes.
17. **Misuse of Data** . Participant agrees that any unauthorized disclosure of confidential codes, system access instructions or file data, intentional alteration or destruction of data, or unauthorized access or updating of Participant's own or any other files can lead to immediate termination and federal prosecution under the Fair Credit Reporting Act, the Counterfeit Access Device and Computer Fraud and Abuse Act, or prosecution under other state and federal laws. Should Participant ever be approached by anyone to commit unauthorized or illegal acts or to disclose confidential materials or data, Participant will immediately report this directly to Equifax management.



18. **HIPAA** . Participant acknowledges that if Participant's job duties and responsibilities are within the Equifax Information Technology Department or Human Resources, such duties may cause the Participant to have incidental access to protected health information ("PHI") of the Equifax health plans that is maintained in electronic form. PHI is mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to be kept secure and confidential and may not be accessed, used or disclosed, except as permitted by the Policies and Procedures of the Equifax health plans. Participant acknowledges that he or she will not at any time access PHI, except and only to the extent as may be expressly required in the course of his or her duties and responsibilities within the Equifax Information Technology Department or Human Resources. Further, Participant acknowledges that he or she will not at any time – either during or after his or her employment with Equifax – use or disclose PHI to any person or entity, either within Equifax or externally to third parties, except and only to the extent as expressly permitted by the Privacy Official for the Equifax health plans. Participant understands and acknowledges that unauthorized access, use or disclosure of PHI will result in disciplinary action, up to and including termination of employment, and may also result in the imposition of civil and criminal penalties under HIPAA and other applicable law.
19. **Waiver** . Equifax's failure to enforce any provision of this Restrictive Covenant Agreement shall not act as a waiver of that or any other provision. Equifax's waiver of any breach of this Restrictive Covenant Agreement shall not act as a waiver of any other breach.
20. **Attorneys' Fees** . In the event of litigation relating to this Restrictive Covenant Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.
21. **Severability** . The provisions of this Restrictive Covenant Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, then the unenforceable element of the provision (or, failing that, the entire provision) shall be severed from this Restrictive Covenant Agreement. The remaining provisions and any partially enforceable provisions shall remain in full force and effect. Equifax states specifically that Paragraphs 6 and 7 above shall not restrict the right of a lawyer to practice after termination. Rather, for any lawyer signing this Agreement, Paragraphs 6 and 7 shall not apply to Competitive Tasks involving the practice of law.
22. **Governing Law** . This Restrictive Covenant Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to Georgia's choice of law rules.
23. **No Strict Construction** . If there is a dispute about the language of this Restrictive Covenant Agreement, the fact that one Party drafted the Restrictive Covenant Agreement shall not be used in its interpretation.
24. **Entire Agreement** . This Restrictive Covenant Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the

Parties relating to the subject matter of this Restrictive Covenant Agreement, except for any handbooks or security policies issued by Equifax and applicable to Participant.

25. **Amendments** . Participant understands that at any time during his or her employment, Equifax may request that Participant sign an amendment to this Restrictive Covenant Agreement that would modify the restrictive covenants herein based on changes to Participant's duties, changes in the area for which Participant has responsibility, changes in Equifax's Business, or changes in the law regarding restrictive covenants. This Restrictive Covenant Agreement may not otherwise be amended or modified except in writing signed by both Parties.
26. **Successors and Assigns** . This Restrictive Covenant Agreement shall be assignable to, and shall inure to the benefit of, Equifax's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Equifax's stock or assets, and shall be binding upon Participant. Participant shall not have the right to assign his or her rights or obligations under this Restrictive Covenant Agreement. The covenants contained in this Restrictive Covenant Agreement shall survive cessation of Participant's employment with the Company, regardless of who causes the cessation or the reason for the cessation.
27. **Exclusive Jurisdiction and Venue** . Participant agrees that any claim arising out of or relating to this Restrictive Covenant Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located in the State of Georgia. Participant consents to the personal jurisdiction of such courts and thereby waives: (a) any objection to jurisdiction or venue; or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.
28. **Execution** . This Restrictive Covenant Agreement shall be executed by Participant's acceptance of the preceding Award Agreement, to which this Restrictive Covenant Agreement is appended.

Participant acknowledges that he or she has carefully read this Restrictive Covenant Agreement, knows and understands its terms and conditions, and has had the opportunity to ask the Company any questions Participant may have had prior to accepting this Restrictive Covenant Agreement. Participant also acknowledges that he or she has had the opportunity to consult an attorney of Participant's choice (at Participant's expense) to review this Restrictive Covenant Agreement before accepting it.

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT (EPS)**

[ ] – [ ] Performance Period

**EMPLOYEE NAME**

**Target Number of Shares Subject to Award: [ ]**

**Grant Date: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the “Plan”), Equifax Inc., a Georgia corporation (the “Company”), has granted the above-named participant (“Participant”) Performance Shares (the “Award”) entitling Participant to earn such number of shares of Company common stock (the “Shares”) as is set forth above on the terms and conditions set forth in this agreement (this “Agreement”) and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Award is granted to Participant on the Grant Date set forth above and represents the right to receive Shares subject to the Award by satisfaction of the performance goals (the “Performance Goals”) set forth in Section 3 of this Agreement, subject to the performance limitations set forth in Section 2(b) of this Agreement. Participant may earn zero percent (0%) to two hundred percent (200%) of the Target Award, depending on the Company’s cumulative Adjusted EPS for the Performance Period as set forth in Section 3. The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be “qualified performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code, as amended and the regulations thereunder (the “Code”).

2. **Vesting.**

(a) Subject to earlier vesting in accordance with Sections 4 or 5 below, the Shares (and any related Dividend Equivalent Units) will become vested on the later of the third anniversary of the Grant Date or the date on which the Committee certifies the attainment of the Performance Goals (the “Vesting Date”) in accordance with the provisions of Section 3 below and subject to the provisions of subsection (b) below. Prior to the Vesting Date, the Shares (and any related Dividend Equivalent Units) subject to the Award shall be nontransferable and, except as otherwise provided herein, shall be immediately forfeited upon Participant’s termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant’s performance of services and there shall be no such vesting of the Award. Subject to the terms of the Plan, the Committee reserves the right in its sole discretion to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to obtain the Shares represents valuable consideration, regardless of whether the Shares actually vest.

(b) The maximum number of Shares (including any related Dividend Equivalent Units) that may vest and be paid out on the Vesting Date pursuant to Section 3 of this Agreement shall be limited to a Fair Market Value of Shares on the Vesting Date not to exceed:

(i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for the Performance Period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan,

(ii) "operating income" for purpose of clause (i) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the Maximum Award or the individual limits for Participants as set forth in the Plan. The maximum number of Shares may be reduced, but not increased, based on the degree of attainment of the performance criteria as set forth in Section 3 of this Agreement. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares (and any related Dividend Equivalent Units) shall be immediately forfeited.

3. **Payment of Performance Shares .**

(a) The performance period for this Award begins on January 1, [ ] and ends on December 31, [ ] (the "Performance Period"). The percentage of the Award earned and paid will be as certified by the Committee as soon as practicable following the end of the Performance Period based on the Company's cumulative Adjusted EPS (as defined in Section 3(f) of this Agreement) for the Performance Period. The Maximum Award may be decreased but may not be increased by the Committee. The Performance Goals by which performance will be measured for payout of the Shares awarded are as follows:

### Performance Share Payout Table

<u>Three-Year Cumulative Adjusted EPS</u>	<u>Percentage of Performance Shares Payable</u>
\$[ ]	200%
\$[ ]	100%
\$[ ]	50%
< \$[ ]	0%

(b) Performance Shares Payable. Subject to Section 2(b), the number of Shares payable is the Target Award multiplied by the “Percentage of Performance Shares Payable” shown in the above table. For performance levels falling between the values as shown above, the percentage of Shares payable will be determined by interpolation. Payments will be made in Shares.

(c) Value of the Shares Issued as Payment for Shares Earned. The Fair Market Value of Shares on the Vesting Date will be used by the Committee to determine the basis of the Shares earned and payable.

(d) Withholding. As provided in Section 16 below, the Company shall withhold Shares having a Fair Market Value on the date the tax is to be determined for federal, state, local and other withholding taxes with respect to any taxable event arising as a result of this Agreement.

(e) Timing of Payout. Payout of the Award will be made to Participant following the Vesting Date and written certification of performance by the Committee as provided in Section 8.

(f) Certain Definitions.

“*Adjusted EPS*” means the Company’s adjusted earnings per share as publicly reported in the Company’s earnings release, as further adjusted (1) to exclude the effects of (a) changes in GAAP which have an annual impact of \$5 million or more, pretax, (b) changes in U.S. federal or international income tax rates which have an annual impact of \$3 million or more, and (c) changes in constant dollar foreign currency over the performance period; and (2) by the Committee as it deems appropriate to eliminate the effects of any unusual, one-time, atypical or infrequent items of gain, loss, income or expense occurring during the Performance Period that would distort the financial performance of the Company.

“*Maximum Award*” means the maximum number of Shares that can be awarded to Participant as set forth in Sections 1, 2 and 3.

“*Target Award*” means the Target Number of Shares Subject to Award specified at the beginning of this Agreement.

4. **Termination of Employment**. Participant's unvested Shares subject to the Award shall become vested and nonforfeitable under the following circumstances:

(a) **Death**. If Participant's termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date of Participant's death and payout of the Shares shall be made at the Target Award payout level (100%) to Participant's designated beneficiary as soon as practicable after the date of death as provided in Section 8.

(b) **Disability**. Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall become vested and nonforfeitable and payout of the Shares shall be made at the Target Award payout level (100%) as soon as practicable after the Committee determines that Participant has suffered a Disability, as provided in Section 8.

(c) **Retirement**. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with vesting and payout of Shares based upon the performance results as and when determined by the Committee under Section 3. Payout of the Shares shall be made at the time provided in Section 3(e).

5. **Change of Control**.

(a) **Double Trigger Change of Control**. Subject to Section 5(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the Replacement Award will vest and be paid out as follows: if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's cumulative Adjusted EPS compared to the Performance Goals at the time of the Change of Control; otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8.

(b) **Single Trigger Change of Control**. Notwithstanding Section 5(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date on which the Change of Control occurs; if at least one calendar year of performance during the Performance Period has been completed prior to the Change of Control event, the Shares shall be paid out based upon the

Company's cumulative Adjusted EPS compared to the Performance Goals at the time of the Change of Control; otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8, provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the payout of the Shares under Section 8 shall not occur until after the Vesting Date.

(c) Definition of "Cause". For purposes of this Section 5, "Cause" shall have the meaning ascribed to such term in Participant's Employment Agreement. If Participant is not a party to an Employment Agreement or such Employment Agreement does not define Cause, Cause shall have the meaning in Section 7 of this Agreement.

(d) Definition of "CIC Protection Period". For purposes of this Section 5, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's Employment Agreement.

(e) Definition of "Employment Agreement". "Employment Agreement" shall mean the Employment Agreement between Participant and the Company dated September 23, 2008, as amended and as it may be amended.

(f) Definition of "Good Reason". For purposes of this Section 5, "Good Reason" shall have the meaning ascribed to such term in Participant's Employment Agreement. If Participant is not a party to an Employment Agreement or the Employment Agreement does not define "Good Reason", any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of "Replacement Award". For purposes of this Section 5, a "Replacement Award" means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

#### 6. **Clawback Policy; Restrictive Covenants Agreement**.

(a) Clawback Policy. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 6. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

(b) Restrictive Covenants Agreement. In consideration for the Award Participant is receiving under this Agreement, Participant agrees that if Participant breaches the

restrictive covenants (the “Restrictive Covenants”), set forth in Sections 14(c)(i), (ii), (iii) or (iv) of his Employment Agreement, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant’s Award. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares awarded during the period beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of the Restrictive Covenants.

7. **Termination for Cause** . If Participant’s employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his termination for Cause. For purposes of this Agreement, subject to Section 5(c), termination for “Cause” means termination as a result of (a) the willful and continued failure by Participant to substantially perform his duties with the Company or any Subsidiary (other than a failure resulting from Participant’s incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his duties, or (b) Participant’s willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section 7, Participant’s act, or failure to act, will not be considered “willful” unless the act or failure to act is not in good faith and without reasonable belief that his action or omission was in the best interest of the Company or any Subsidiary.

8. **Payment Dates; Transfer of Vested Shares** . Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant’s death, (c) Participant’s Disability, (d) Participant’s termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 25; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 5(a) above on the date of a Change of Control, then no Shares are payable on such payment date.



9. **Dividend Equivalent Units** . If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 8, Dividend Equivalent Units shall be credited to Participant, based on the Target Award shares, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant and shall be adjusted based on the same payout percentage. Participant will forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.
10. **Non-Transferability of Award** . Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.
11. **Conditions to Issuance of Shares** . The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.
12. **No Rights as Shareholder** . Except as provided in Sections 9 and 15, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.
13. **Administration** . The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.

14. **Fractional Shares** . Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.
15. **Adjustments in Capital Structure** . In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.
16. **Taxes** . Regardless of any action the Company or a Subsidiary that employs Participant (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.
17. **Participant Acknowledgments and Agreements** . By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the

Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

18. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him and the Award to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the

United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

19. **Plan Information**. Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com). Participant acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

20. **Plan Incorporated by Reference; Conflicts**. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

21. **Participant Bound by Plan**. Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

22. **Governing Law**. This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

23. **Translations**. If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

24. **Severability**. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

25. **Section 409A**.

(a) **General**. To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this

Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) No Representations as to Section 409A Compliance. Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) Six Month Delay for Specified Participants.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his Separation from Service, Participant is a "key employee", within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h).

26. **30 Days to Accept Agreement** . Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

**EQUIFAX INC.**

By: \_\_\_\_\_

**EQUIFAX INC. 2008 OMNIBUS INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT (EPS)**

[ ] – [ ] Performance Period

**EMPLOYEE NAME**

**Target Number of Shares Subject to Award: [ ]**

**Grant Date: [ ]**

Pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan, as amended and restated effective May 2, 2013 (the “Plan”), Equifax Inc., a Georgia corporation (the “Company”), has granted the above-named participant (“Participant”) Performance Shares (the “Award”) entitling Participant to earn such number of shares of Company common stock (the “Shares”) as is set forth above on the terms and conditions set forth in this agreement (this “Agreement”) and the Plan. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Plan.

1. **Grant Date.** The Award is granted to Participant on the Grant Date set forth above and represents the right to receive Shares subject to the Award by satisfaction of the performance goals (the “Performance Goals”) set forth in Section 3 of this Agreement, subject to the performance limitations set forth in Section 2(b) of this Agreement. Participant may earn zero percent (0%) to two hundred percent (200%) of the Target Award, depending on the Company’s cumulative Adjusted EPS for the Performance Period as set forth in Section 3. The Shares (and any related Dividend Equivalent Units) subject to the Award are intended to be “qualified performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code, as amended and the regulations thereunder (the “Code”).

2. **Vesting.**

(a) Subject to earlier vesting in accordance with Sections 4 or 5 below, the Shares (and any related Dividend Equivalent Units) will become vested on the later of the third anniversary of the Grant Date or the date on which the Committee certifies the attainment of the Performance Goals (the “Vesting Date”) in accordance with the provisions of Section 3 below and subject to the provisions of subsection (b) below. Prior to the Vesting Date, the Shares (and any related Dividend Equivalent Units) subject to the Award shall be nontransferable and, except as otherwise provided herein, shall be immediately forfeited upon Participant’s termination of employment with the Company and its Subsidiaries. Prior to the Vesting Date, the Award shall not be earned by Participant’s performance of services and there shall be no such vesting of the Award. Subject to the terms of the Plan, the Committee reserves the right in its sole discretion to waive or reduce the vesting requirements. Participant acknowledges that the opportunity to obtain the Shares represents valuable consideration, regardless of whether the Shares actually vest.

(b) The maximum number of Shares (including any related Dividend Equivalent Units) that may vest and be paid out on the Vesting Date pursuant to Section 3 of this Agreement shall be limited to a Fair Market Value of Shares on the Vesting Date not to exceed:

(i) one-half of one percent (or, one and one-half percent if Participant is the Chief Executive Officer of the Company) of the sum of the Company's operating income for the Performance Period January 1, [ ] through December 31, [ ], as determined by the Committee in accordance with the Plan,

(ii) "operating income" for purpose of clause (i) above shall be calculated excluding the effect of changes in federal, state and local tax laws; restructuring charges; items of loss or expense determined to be extraordinary or unusual in nature or infrequent of occurrence or related to the disposal of a segment of a business or related to a change in accounting principle, all as determined by U.S. generally accepted accounting principles ("GAAP"); items of loss or expense related to discontinued operations that do not qualify as a segment of a business under GAAP; any reduction in operating income attributable to the acquisition of business operations during the applicable fiscal year, as most accurately determined either at the time of the acquisition (through projections made at that time and accepted by the Committee), or at year end; and foreign exchange gains or losses, all as determined by the Committee;

provided, however, that in no event shall the number of Shares which vest on the Vesting Date exceed the Maximum Award or the individual limits for Participants as set forth in the Plan. The maximum number of Shares may be reduced, but not increased, based on the degree of attainment of the performance criteria as set forth in Section 3 of this Agreement. To the extent unvested Shares are not paid to Participant pursuant to the immediately preceding sentence, then such unvested Shares (and any related Dividend Equivalent Units) shall be immediately forfeited.

3. **Payment of Performance Shares .**

(a) The performance period for this Award begins on January 1, [ ] and ends on December 31, [ ] (the "Performance Period"). The percentage of the Award earned and paid will be as certified by the Committee as soon as practicable following the end of the Performance Period based on the Company's cumulative Adjusted EPS (as defined in Section 3(f) of this Agreement) for the Performance Period. The Maximum Award may be decreased but may not be increased by the Committee. The Performance Goals by which performance will be measured for payout of the Shares awarded are as follows:



### Performance Share Payout Table

<u>Three-Year Cumulative Adjusted EPS</u>	<u>Percentage of Performance Shares Payable</u>
\$[ ]	200%
\$[ ]	100%
\$[ ]	50%
< \$[ ]	0%

(b) Performance Shares Payable. Subject to Section 2(b), the number of Shares payable is the Target Award multiplied by the “Percentage of Performance Shares Payable” shown in the above table. For performance levels falling between the values as shown above, the percentage of Shares payable will be determined by interpolation. Payments will be made in Shares.

(c) Value of the Shares Issued as Payment for Shares Earned. The Fair Market Value of Shares on the Vesting Date will be used by the Committee to determine the basis of the Shares earned and payable.

(d) Withholding. As provided in Section 16 below, the Company shall withhold Shares having a Fair Market Value on the date the tax is to be determined for federal, state, local and other withholding taxes with respect to any taxable event arising as a result of this Agreement.

(e) Timing of Payout. Payout of the Award will be made to Participant following the Vesting Date and written certification of performance by the Committee as provided in Section 8.

(f) Certain Definitions.

“*Adjusted EPS*” means the Company’s adjusted earnings per share as publicly reported in the Company’s earnings release, as further adjusted (1) to exclude the effects of (a) changes in GAAP which have an annual impact of \$5 million or more, pretax, (b) changes in U.S. federal or international income tax rates which have an annual impact of \$3 million or more, and (c) changes in constant dollar foreign currency over the performance period; and (2) by the Committee as it deems appropriate to eliminate the effects of any unusual, one-time, atypical or infrequent items of gain, loss, income or expense occurring during the Performance Period that would distort the financial performance of the Company.

“*Maximum Award*” means the maximum number of Shares that can be awarded to Participant as set forth in Sections 1, 2 and 3.

“*Target Award*” means the Target Number of Shares Subject to Award specified at the beginning of this Agreement.

4. **Termination of Employment**. Participant's unvested Shares subject to the Award shall become vested and nonforfeitable under the following circumstances:

(a) **Death**. If Participant's termination of employment results from Participant's death prior to the Vesting Date, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date of Participant's death and payout of the Shares shall be made at the Target Award payout level (100%) to Participant's designated beneficiary as soon as practicable after the date of death as provided in Section 8.

(b) **Disability**. Except as the Committee may at any time otherwise provide, if Participant incurs a Disability (as such term is defined in the Plan) prior to the Vesting Date, then all unvested Shares subject to the Award shall become vested and nonforfeitable and payout of the Shares shall be made at the Target Award payout level (100%) as soon as practicable after the Committee determines that Participant has suffered a Disability, as provided in Section 8.

(c) **Retirement**. Except as the Committee may at any time otherwise provide, if Participant's termination of employment results from Participant's Retirement (as such term is defined in the Plan) from the Company or a Subsidiary (other than for Cause), for purposes of determining the number of Shares Participant is entitled to receive under this Award, Participant shall be treated as if Participant had continued to be employed through the Vesting Date, with vesting and payout of Shares based upon the performance results as and when determined by the Committee under Section 3. Payout of the Shares shall be made at the time provided in Section 3(e).

5. **Change of Control**.

(a) **Double Trigger Change of Control**. Subject to Section 5(b) below, if, subsequent to receiving a Replacement Award, Participant's employment with the Company or any of its Subsidiaries (or their successors in the Change of Control) is terminated on the date of the Change of Control or within the CIC Protection Period either by Participant for Good Reason or by the Company, Subsidiary or successor (as applicable) other than for Cause, then the Replacement Award will vest and be paid out as follows: if at least one calendar year of performance during the Performance Period has been completed prior to the date of the Change of Control, the Shares shall be paid out based upon the Company's cumulative Adjusted EPS compared to the Performance Goals at the time of the Change of Control; otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8.

(b) **Single Trigger Change of Control**. Notwithstanding Section 5(a) above, if, upon a Change of Control, Participant does not receive a Replacement Award, then all unvested Shares subject to the Award shall immediately become vested and nonforfeitable as of the date on which the Change of Control occurs; if at least one calendar year of performance during the Performance Period has been completed prior to the Change of Control event, the Shares shall be paid out based upon the

Company's cumulative Adjusted EPS compared to the Performance Goals at the time of the Change of Control; otherwise, the Target Award payout level (100%) shall be used. Payment of the Shares shall be made at the time provided in Section 8, provided, however, if the Change of Control does not constitute a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A and the regulations and other guidance promulgated thereunder, the right to the Shares subject to the Award shall vest as of the date of the Change of Control but the payout of the Shares under Section 8 shall not occur until after the Vesting Date.

(c) Definition of "Cause". For purposes of this Section 5, "Cause" shall have the meaning ascribed to such term in Participant's CIC Agreement. If Participant is not a party to a CIC Agreement or such CIC Agreement does not define Cause, Cause shall have the meaning in Section 7 of this Agreement.

(d) Definition of "CIC Agreement". For purposes of this Section 5, "CIC Agreement" shall mean the agreement, if any, between Participant and the Company which provides for severance benefits to Participant if Participant's employment is terminated under specified circumstances in connection with a change in control.

(e) Definition of "CIC Protection Period". For purposes of this Section 5, "CIC Protection Period" shall mean the greater of (i) 24 months following the date of a Change of Control, or (ii) if applicable, the period following a Change of Control during which Participant is entitled to severance benefits if Participant's employment is terminated under specified circumstances, as provided in Participant's CIC Agreement.

(f) Definition of "Good Reason". For purposes of this Section 5, "Good Reason" shall have the meaning ascribed to such term in Participant's CIC Agreement, as may be amended from time to time. If Participant is not a party to a CIC Agreement or the CIC Agreement does not define "Good Reason", any reference in this Agreement to a termination for Good Reason shall be inapplicable.

(g) Definition of "Replacement Award". For purposes of this Section 5, a "Replacement Award" means an award that is granted as an assumption or replacement of the Award and that has similar terms and conditions and preserves the same benefits as the Award it is replacing.

6. **Clawback Policy**. This Award shall be subject to the terms and conditions of any policy of recoupment or recovery of compensation adopted by the Company from time to time (as such policy may be amended), and is further subject to the requirements of any applicable law with respect to the recoupment or recovery of incentive compensation. Participant hereby agrees to be bound by the requirements of this Section 6. The recoupment or recovery of such incentive compensation may be made by the Company or the Subsidiary that employed Participant.

7. **Termination for Cause**. If Participant's employment with the Company or a Subsidiary is terminated for Cause, the Committee may, notwithstanding any other

provision in this Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit this Award as of the date of termination for Cause. Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares subject to the Award during the period beginning six months prior to the date on which Participant engaged or began engaging in conduct that led to his or her termination for Cause. For purposes of this Agreement, subject to Section 5(c), termination for "Cause" means termination as a result of (a) the willful and continued failure by Participant to substantially perform his or her duties with the Company or any Subsidiary (other than a failure resulting from Participant's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Participant by his or her superior officer which specifically identifies the manner the officer believes that Participant has not substantially performed his or her duties, or (b) Participant's willful misconduct which materially injures the Company or any Subsidiary, monetarily or otherwise. For purposes of this Section 7, Participant's act, or failure to act, will not be considered "willful" unless the act or failure to act is not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company or any Subsidiary.

8. **Payment Dates; Transfer of Vested Shares** . Stock certificates (or appropriate evidence of ownership) representing the vested Shares, if any, and any Shares with respect to related Dividend Equivalent Units will be delivered to Participant (or, if permitted by the Company, to a party designated by Participant) as soon as practicable after (but no later than 60 days after) each of the following payment dates: (a) the Vesting Date, (b) Participant's death, (c) Participant's Disability, (d) Participant's termination of employment, and (e) the date of a Change of Control that also constitutes a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company as provided under Section 409A, subject, in each case, if applicable, to Section 25; provided, however, if Participant has properly elected to defer delivery of the Shares pursuant to a plan or program of the Company, the Shares shall be issued and delivered as provided in such plan or program, but any Shares attributable to related Dividend Equivalent Units shall be delivered to Participant as provided above and shall not be subject to deferral. For the avoidance of doubt, only vested Shares are payable on each of the above payment dates; if, for example, no Shares are vested under Section 5(a) above on the date of a Change of Control, then no Shares are payable on such payment date.

9. **Dividend Equivalent Units** . If any dividends are paid or other distributions are made on the Shares subject to the Award between the Grant Date and the date the Shares are transferred as provided in Section 8, Dividend Equivalent Units shall be credited to Participant, based on the Target Award shares, and shall be deemed reinvested in additional Shares. Such Dividend Equivalent Units shall be paid to Participant in Shares at the same time as the underlying Shares subject to the Award are delivered to Participant and shall be adjusted based on the same payout percentage. Participant will forfeit all rights to any Dividend Equivalent Units that relate to Shares that do not vest and are forfeited.

10. **Non-Transferability of Award** . Subject to any valid deferral election permitted by the Committee, until the Shares have been issued under this Award, the Shares issuable hereunder (and any related Dividend Equivalent Units) and the rights and privileges conferred hereby may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by operation of law or otherwise (except as permitted by the Plan). Any attempt to do so contrary to the provisions hereof shall be null and void.
11. **Conditions to Issuance of Shares** . The Shares deliverable to Participant hereunder may be either previously authorized but unissued Shares or issued Shares which have been reacquired by the Company. The Company shall not be required to issue any certificate or certificates for Shares prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings and regulations of the Securities and Exchange Commission ("SEC") or any other governmental regulatory body, which the Committee shall, in its discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Committee shall, in its discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the grant of the Shares as the Committee may establish from time to time for reasons of administrative convenience.
12. **No Rights as Shareholder** . Except as provided in Sections 9 and 15, Participant shall not have voting, dividend or any other rights as a shareholder of the Company with respect to the unvested Shares. Upon settlement of the Award into Shares, Participant will obtain full voting and other rights as a shareholder of the Company with respect to such Shares.
13. **Administration** . The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be final and binding upon Participant, the Company, and all other interested persons. No member of the Committee shall be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Agreement.
14. **Fractional Shares** . Fractional shares will not be issued, and when any provision of this Agreement otherwise would entitle Participant to receive a fractional share, that fraction will be disregarded.
15. **Adjustments in Capital Structure** . In the event of a change in corporate capitalization as described in Section 18 of the Plan, the Committee shall make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Award. The Committee's adjustments shall be effective and final, binding and conclusive for all purposes of this Agreement.
16. **Taxes** . Regardless of any action the Company or a Subsidiary that employs Participant (the "Employer") takes with respect to any or all income tax, social

insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by him or her is and remains Participant's responsibility and that the Company and/or the Employer (i) make no representations nor undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the grant or vesting of the Shares subject to this Award (and any Shares with respect to related Dividend Equivalent Units), the subsequent sale of Shares acquired pursuant to such vesting and receipt of any dividends; and (ii) do not commit to structure the terms or the grant or any aspect of this Award to reduce or eliminate Participant's liability for Tax-Related Items. Upon the vesting and delivery of Shares subject to this Award (including any Shares with respect to related Dividend Equivalent Units), Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for sale of Shares that Participant acquires to meet the withholding obligations for Tax-Related Items, and/or (2) satisfy such obligations in Shares, provided that the amount to be withheld may not exceed the federal, state, local and foreign tax withholding obligations associated with the Award to the extent needed for the Company to treat the Award as an equity award for accounting purposes and to comply with applicable tax withholding rules. In addition, Participant shall pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

17. **Participant Acknowledgments and Agreements** . By accepting the grant of this Award, Participant acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan or this Agreement; (ii) the grant of this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company and the Committee; (iv) Participant's participation in the Plan shall not create a right of future employment with the Company and shall not interfere with the ability of the Company to terminate Participant's employment relationship at any time with or without cause and it is expressly agreed and understood that employment is terminable at the will of either party, insofar as permitted by law; (v) Participant is participating voluntarily in the Plan; (vi) this Award is an extraordinary item that is outside the scope of Participant's employment contract, if any; (vii) this Award is not part of Participant's normal or expected compensation or salary for any purposes, including but not limited to calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar

payments; (viii) in the event Participant is not an employee of the Company, this Award will not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate; (ix) the value of the Shares may increase or decrease in value and the future value of the underlying Shares cannot be predicted; (x) in consideration of the grant of this Award, no claim or entitlement to compensation or damages shall arise from termination of this Award or diminution in value of Shares subject to the Award resulting from termination of Participant's employment by the Company or a Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the terms of this Agreement, Participant shall be deemed irrevocably to have waived any entitlement to pursue such claim; and (xi) in the event of involuntary termination of employment (whether or not in breach of local labor laws), Participant's right to vest in the Award and receive any Shares will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local statute, contract or common law; the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of this Award.

18. **Consent for Accumulation and Transfer of Data** . Participant consents to the accumulation and transfer of data concerning him or her and the Award to and from the Company (and any Subsidiary) and UBS, or such other agent as may administer the Plan on behalf of the Company from time to time. In addition, Participant understands that the Company and a Subsidiary holds certain personal information about Participant, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title, and details of all grants or awards, vested, unvested, or expired (the "personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable local law. Such data include but are not limited to information described above and any changes thereto and other appropriate personal and financial data about Participant. Participant hereby provides explicit consent to the Company and any Subsidiary to process any such personal data and sensitive personal data. Participant also hereby provides explicit consent to the Company and any Subsidiary to transfer any such personal data and sensitive personal data outside the country in which Participant is employed, and to the United States or other jurisdictions. The legal persons for whom such personal data are intended are the Company (and a Subsidiary), UBS, and any company providing services to the Company in connection with compensation planning purposes or the administration of the Plan.

19. **Plan Information** . Participant agrees to receive copies of the Plan, the Plan prospectus and other Plan information, including information prepared to comply with laws outside the United States, from the Plan website at [www.ubs.com/onesource/efx](http://www.ubs.com/onesource/efx) and shareholder information, including copies of any annual report, proxy statement, Form 10-K, Form 10-Q, Form 8-K and other information filed with the SEC, from the investor relations section of the Equifax website at [www.equifax.com](http://www.equifax.com) . Participant

acknowledges that copies of the Plan, Plan prospectus, Plan information and shareholder information are available upon written or telephonic request to the Company's Corporate Secretary.

20. **Plan Incorporated by Reference; Conflicts** . The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in the Plan or this Agreement shall affect the validity or interpretation of any duly authorized written agreement between the Company and Participant under which an Award properly granted under and pursuant to the Plan serves as any part of the consideration furnished to Participant. If provisions of the Plan and this Agreement conflict, the Plan provisions will govern.

21. **Participant Bound by Plan** . Participant acknowledges receiving, or being provided with access to, a prospectus describing the material terms of the Plan, and agrees to be bound by all the terms and conditions of the Plan. Except as limited by the Plan or this Agreement, this Agreement is binding on and extends to the legatees, distributees and personal representatives of Participant and the successors of the Company.

22. **Governing Law** . This Agreement has been made in and shall be construed under and in accordance with the laws of the State of Georgia, USA without regard to conflict of law provisions.

23. **Translations** . If Participant has received this or any other document related to the Plan translated into any language other than English and if the translated version is different than the English version, the English version will control.

24. **Severability** . The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

25. **Section 409A** .

(a) **General** . To the extent that the requirements of Code Section 409A are applicable to this Award, it is the intention of both Company and Participant that the benefits and rights to which Participant could be entitled pursuant to this Agreement comply with Code Section 409A and the Treasury Regulations and other guidance promulgated or issued thereunder ("Section 409A"), and the provisions of this Agreement shall be construed in a manner consistent with that intention. The Plan and any Award Agreements issued thereunder may be amended in any respect deemed by the Committee to be necessary in order to preserve compliance with Section 409A.

(b) **No Representations as to Section 409A Compliance** . Notwithstanding the foregoing, Company makes no representation to Participant that the Award and any Shares issued pursuant to this Agreement are exempt from, or satisfy, the requirements of Section 409A, and Company shall have no liability or other obligation to indemnify or hold harmless Participant or any beneficiary for any tax, additional tax, interest or penalties that Participant or any beneficiary may incur in the event that any provision of



this Agreement, or any amendment or modification thereof or any other action taken with respect thereto is deemed to violate any of the requirements of Section 409A.

(c) Six Month Delay for Specified Participants.

(i) To the extent applicable, if Participant is a "Specified Employee" (as defined below), then no payment or benefit that is payable on account of Participant's "Separation from Service" (as determined by the Company in accordance with Section 409A) shall be made before the date that is six months and one day after Participant's "Separation from Service" (or, if earlier, the date of Participant's death) if and to the extent that such payment or benefit constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A and such deferral is required to comply with the requirements of Section 409A. Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

(ii) For purposes of this provision, Participant shall be considered to be a "Specified Employee" if, at the time of his or her Separation from Service, Participant is a "key employee", within the meaning of Code Section 416(i), of Company (or any person or entity with whom the Company would be considered a single employer under Section 414(b) or Section 414(c) of the Code, applying the 20 percent common ownership standard) any stock in which is publicly traded on an established securities market or otherwise.

(d) No Acceleration of Payments. Neither Company nor Participant, individually or in combination, may accelerate any payment or benefit that is subject to Section 409A, except in compliance with Section 409A and the provisions of this Agreement, and no amount that is subject to Section 409A shall be paid prior to the earliest date on which it may be paid without violating Section 409A.

(e) Termination of Employment. Any provisions of this Agreement that provide for payment of compensation that is subject to Section 409A and that has payment triggered by Participant's termination of employment other than on account of death shall be deemed to provide for payment that is triggered only by Participant's "separation from service" within the meaning of Treasury Regulation Section §1.409A-1(h).

26. **Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement**. In consideration for the Award Participant is receiving under this Agreement, Participant agrees to and is bound by the terms of the Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement, attached hereto as Appendix A.

27. **30 Days to Accept Agreement**. Participant shall have thirty (30) days to accept this Agreement. Participant's Award will be forfeited if this Agreement is not accepted by

Participant within 30 days of receipt of email notification from UBS including a link to view and accept Agreement.

**PARTICIPANT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**EQUIFAX INC.**

By: \_\_\_\_\_

**Participant Confidentiality, Non-Competition,  
Non-Solicitation and Assignment Agreement**

This Participant Confidentiality, Non-Competition, Non-Solicitation and Assignment Agreement (the “Restrictive Covenant Agreement”) is entered into by and between Equifax Inc. on behalf of itself, its subsidiary and/or affiliate companies (collectively “Equifax” or the “Company”) and the aforementioned Participant (hereinafter “Participant”) (collectively, the “Parties”).

In consideration for the continuation of Participant's employment, as well as the Company's provision of performance shares to Participant pursuant to the Equifax Inc. 2008 Omnibus Incentive Plan and the award agreement (“Award Agreement”), to which this Restrictive Covenant Agreement is appended, and the Company's intention to continue to provide Participant with training, and exposure to existing or prospective relationships, Trade Secrets, and/or Confidential Information, Participant agrees as follows:

1. **Definitions** . For the purposes of this Restrictive Covenant Agreement, the following capitalized terms shall be defined as follows:
  - A. “Business” means:
    1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the following functions or providing the following services/products): Consumer information solutions in the United States, including consumer credit reporting and scoring, identity management services, fraud detection and modeling services, decisioning software services that facilitate and automate consumer credit-oriented decisions, portfolio management services, mortgage reporting, property data and analytics, consumer financial marketing services; identity and fraud solutions solving for fraud detection and identity verification; and business information solutions, including business marketing and risk data compilation, business credit reporting and scoring, and related portfolio analytics.
    2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the following functions or providing the following services/products): Employment and income verification services, including identity and fraud solutions; unemployment claims management; social security number verification; identity authentication; employment-based tax credit services; payroll-based transaction services; human resources-related analytics; and management of assessments, onboarding and I-9 compliance of new hires.
    3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the following functions or providing the following services/products): Credit scores and monitoring; debt and household financial management; and identity theft products and related product features delivered to consumers via on-line and off-line distribution channels, including through indirect channels.
    4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the following functions):

consumer and/or credit information reporting, scoring and related information solutions; credit monitoring; decisioning software services that facilitate and automate consumer credit-oriented decisions; identity and fraud solutions; and consumer or commercial financial marketing services.

- B. “Competitive Tasks” means the same or similar tasks that Participant performed on behalf of the Company during Participant’s last twelve (12) months of employment.
- C. “Confidential Information” means (a) information of the Company, to the extent not considered a Trade Secret under applicable law, that (i) relates to the business of the Company, (ii) possesses an element of value to the Company, (iii) is not generally known to the Company’s competitors, and (iv) would damage the Company if disclosed, and (b) information of any third party provided to the Company which the Company is obligated to treat as confidential (such third party to be referred to as the “Third Party”), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Confidential Information includes, but is not limited to, (i) future business plans, (ii) the composition, description, schematic or design of products, future products or equipment of the Company or any Third Party, (iii) pricing information, (iv) advertising or marketing plans, (v) information regarding independent contractors, employees, licensors, suppliers, Customers, or any Third Party, including, but not limited to, Customer lists compiled by the Company, and Customer information compiled by the Company, and (vi) information concerning the Company’s or the Third Party’s financial structure and methods and procedures of operation, including, but not limited to, processes for crafting and using equipment. Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (ii) has been independently developed and disclosed by others without violating this Restrictive Covenant Agreement or the legal rights of any party, or (iii) otherwise enters the public domain through lawful means.
- D. “Contact” means any interaction that takes place in the last twelve (12) months of Participant’s employment with the Company and is between Participant and a Customer:
1. With whom Participant dealt on behalf of the Company;
  2. Whose dealings with the Company were coordinated or supervised by Participant;
  3. About whom Participant obtained Trade Secrets or Confidential Information in the ordinary course of business as a result of Participant’s work performed on behalf of the Company; or
  4. Who purchases products or services from the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Participant.
- E. “Customer” means any person or entity to whom the Company has sold its products or services or directly solicited to sell its products or services.

- F. “Company Worker” means any person who (i) was employed by the Company at the time Participant’s employment with the Company ended, and (ii) remains employed by the Company during the Restricted Period.
- G. “Restricted Competitors” means the following companies, as well as any successor entities:
1. For individuals who work in or perform work for the U.S. Information Solutions (USIS) business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.1. above): Experian; TransUnion; LexisNexis; Dun & Bradstreet; Fair Isaac Corporation; CBCInnovis; CoreLogic; Acxiom; Verisk Analytics; Lifelock; IDology; and Nielsen.
  2. For individuals who work in or perform work for the Workforce Solutions business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.2. above):
    - a. For individuals who work on or sell verification services: CoreLogic; Credco; CBC Innovis/DataVerify; Interthinx; Kroll; LexisNexis; and Credit Plus.
    - b. For individuals who work on or sell unemployment claims management: Corporate Cost Control; Employer’s Unity; Employer’s Edge; Thomas & Thorngren; and Ernst & Young.
    - c. For individuals who work on or sell tax-credit services: ADP; First Advantage; Ernst & Young; PWC; and SuccessFactors.
    - d. For individuals who work on or sell workforce analytics: Ernst & Young; ADP; HealthEfx; Tango; and Unify HR.
    - e. For individuals who work on or sell I-9 solutions: TrackerCorp; ADP; LawLogix; HireNow; HireRight; and Form I-9.
    - f. For individuals who work on or sell Compliance Center solutions: Kenexa; Taleo; Workday; Silk Road; iCIMS; Ultimate Software; and ADP.
    - g. For individuals who work on or sell identity and fraud solutions: LexisNexis; TransUnion; LifeLock; IDology; and Experian.
  3. For individuals who work in or perform work for the Global Consumer Services business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.3. above): Experian; TransUnion; One Technologies; Credit Karma; Credit Sesame; Intuit (Mint); LifeLock; Intersections; and Affinion.
  4. For individuals who work in or perform work for the International business unit (or any division of Equifax performing the functions or providing the services/products listed in Paragraph 1.A.5. above): Experian; TransUnion; Fair Isaac Corporation; and Dun & Bradstreet.

An entity will not be construed as a Restricted Competitor if Participant did not work in or perform work in the prior twelve (12) months for the particular business unit that competes with the entity in question. For instance, if Participant performs work exclusively for the verification services sub-unit of the Workforce

Solutions business unit in the prior twelve (12) months, then the list of Restrictive Competitors for Participant shall only be those entities listed in Paragraph 1(G)(2)(a).

- H. "Restricted Period" means the time period during Participant's employment with the Company, and for twelve (12) months after Participant's employment with the Company ends.
  - I. "Trade Secrets" means the Company's trade secrets as defined by applicable statutory or common law.
2. **Employment** . During Participant's employment, Participant shall perform such duties for and on behalf of the Company as may be determined and assigned to Participant from time to time by Equifax. Participant shall devote his or her best efforts to the business and affairs of Equifax.
3. **Employment Relationship** . The Parties acknowledge and agree that this Restrictive Covenant Agreement does not create a contract of employment for a specified term. Unless Equifax and Participant have entered into a written agreement to the contrary, Participant's employment relationship with the Company is at-will. This means that Participant may terminate his or her employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate Participant's employment at any time with or without cause or advance notice.
4. **Acknowledgments** . Participant acknowledges that:
- A. Equifax is engaged in the Business as defined in Paragraph 1(A);
  - B. Participant's position is a position of trust and responsibility with Equifax and will provide Participant with continued access to Confidential Information, Trade Secrets, and/or valuable information concerning employees and customers of the Company;
  - C. the Trade Secrets and Confidential Information, and the relationship between Equifax and each of its employees and customers, are valuable assets of Equifax;
  - D. Equifax's competitors, including, but not limited to, the Restricted Competitors, will obtain an unfair advantage if Participant (i) discloses Confidential Information or Trade Secrets to the Company's competitors, (ii) uses Confidential Information or Trade Secrets on behalf of any entity that competes with the Company, or (iii) exploits the relationships Participant develops on behalf of the Company during his or her employment to solicit Customers or Company Workers on behalf of any entity that competes with Equifax and in violation of this Restrictive Covenant Agreement; and
  - E. the restrictions contained in this Restrictive Covenant Agreement are reasonable and necessary to protect the legitimate business interests of the Company, and will not impair or infringe upon Participant's right to work or earn a living in the event Participant's employment with the Company ends.
5. **Trade Secrets and Confidential Information** .
- A. Participant agrees that he or she will not:
    - 1. Either during or for a period of two (2) years after Participant's employment with Equifax, use or disclose the Confidential Information for

any purpose other than the performance of duties in the Business on behalf of the Company, except as authorized in writing by Equifax, and Participant shall not use or disclose Trade Secrets indefinitely;

- 2.. During Participant's employment with Equifax, use or disclose (a) any confidential information or trade secrets of any Third Party, or (b) any works of authorship developed in whole or in part by Participant for any Third Party, unless authorized in writing by the Third Party; or
3. Upon the conclusion of Participant's employment with the Company for any reason retain Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in Participant's possession or control, unless instructed to do so in writing by Equifax.

B. Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

6. **Non-Competition** . During the Restricted Period, Participant will not, except as authorized in writing by Equifax's Chief Human Resources Officer or his or her delegate, perform Competitive Tasks within the United States on behalf of any of the Restricted Competitors, or perform Competitive Tasks in connection with the Business on Participant's own behalf or on behalf of any other person or entity, in the territory where the employee is working at the time of termination. This restriction is limited to a prohibition on working for on Participant's own behalf or on behalf of any other person or entity (or a recognized division or department thereof) that competes with the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax; this restriction does not prevent Participant from working exclusively for a recognized division or department of another entity that does not compete with the area(s) of the Business for which Participant performed work during Participant's last twelve (12) months of employment with Equifax.
7. **Non-Solicitation of Customers** . During the Restricted Period, Participant will not directly or indirectly solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with those offered by the area(s) of the Business in which Participant worked or for which Participant performed work during Participant's last twelve (12) months of employment with Equifax. The restrictions set forth in this Paragraph apply only to Customers with whom Participant had Contact. Nothing in this Paragraph shall be construed to prohibit Participant from soliciting any Customer of the Company for the purpose of selling or providing any products or services: (a) to a Customer that has terminated its business relationship with the

Company (for reasons other than being solicited or encouraged by Participant to do so), or (b) competitive with a product line or service line the Company no longer offers.

8. **Non-Solicitation of Company Workers** . During the Restricted Period, Participant will not, directly or indirectly, on his or her behalf or on behalf of others, solicit any Company Worker whom Employee supervised during his or her last year of employment, directly or indirectly, or with whom Employee regularly worked during his or her last year of employment, to terminate his or her employment relationship with Equifax.
9. **Work Product** . Except as set forth in a separate written agreement executed by a corporate executive officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or designs that either relate to Equifax's business or actual or demonstrably anticipated research or development or result from any work performed by Participant for Equifax (hereinafter collectively called "Inventions") are the property of Equifax. Inventions shall not include any intellectual property the assignment of which to Equifax would be expressly prohibited by a specifically applicable state law, regulation, rule or public policy, such as Delaware Code Annotated, Title 19, § 805, Illinois Revised Statutes, Chapter 140, §§ 301-303, Kansas Statutes Annotated, §§ 44-130, Minnesota Statutes Annotated, § 181.78, North Carolina General Statutes, §§ 66-57.1, 66-57.2, Utah Code Annotated, §§ 34-39-2, 34-39-3, or Washington Revised Code Annotated, §§ 49.44.140, 49.44.150. Participant will cooperate in applying for patents, trademarks or copyrights on all Inventions as Equifax requests, and agrees to assign and hereby does assign those patents, trademarks, copyrights and/or all other intellectual property rights to Equifax. Any works of authorship created by Participant in the course of Participant's duties are subject to the "Work for Hire" provisions contained in sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. Accordingly, all rights, title and interest to copyrights in all works of authorship which have been or will be prepared by Participant within the scope of Participant's employment (hereinafter collectively called the "Works"), shall be the property of Equifax. Participant further acknowledges and agrees that, to the extent the provisions of Title 17 of the United States Code do not vest in Equifax the copyrights to any Works, Participant shall assign and hereby does assign to Equifax all rights, title and interest to copyrights which Participant may have in the Works. Participant shall disclose to Equifax all Works and will execute and deliver all applications for registration, registrations, and further documents relating to the copyrights to the Works. Participant shall provide such additional assistance as Equifax may deem necessary and desirable to assign the Works or Inventions to Equifax and/or secure Equifax title to the patents, trademarks, copyrights and/or all other intellectual property rights in the Works or Inventions, including the appointment of Equifax as its agent to effect for such purposes. To the extent that any preexisting rights are embodied or reflected in the Works or Inventions, Participant grants to Equifax an irrevocable, perpetual, non-exclusive, world-wide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights; and (ii) authorize others on Equifax's behalf to do any or all of the foregoing, and Participant warrants that he or she has full and unencumbered authority to grant such a license. The confidentiality requirements of the preceding paragraphs of this Restrictive Covenant Agreement will apply to all of the above.
10. **Return of Company Property/Materials** . Upon the termination of Participant's employment for any reason or upon Equifax's request at any time, Participant shall



immediately return to Equifax all of Equifax's property, including, but not limited to, any mobile/smart phone, personal digital assistant (PDA), keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer or vendor lists existing in any format), rolodexes, tapes, laptop computer, software, computer files, external data device, marketing and sales materials, information relating to work done for Equifax or that Participant obtained as a result of working for Equifax (including such information residing on Participant's personal computer, e-mail account, external data device, or mobile/smart phone) and any other property, record, document, or piece of equipment belonging to Equifax. Participant will not retain and shall provide to Equifax any copies of Equifax's property, including any copies existing in electronic form. To the extent that Participant cannot return copies of Equifax property (such as files existing on Participant's home computer or personal e-mail account), then Participant shall provide a copy of the file to Equifax (including all available Metadata) and then permanently delete the file (unless otherwise instructed in writing to preserve it by Equifax). The obligations contained in this Paragraph shall also apply to any property that belongs to a third party, including, but not limited to, (a) any entity which is affiliated or related to the Company, or (b) the Company's customers, licensors, or suppliers. If Participant has any questions regarding his/her obligations to return and not to retain Company property, then Participant is obligated to contact Participant's direct supervisor (as of the end of Participant's employment) to obtain guidance.

11. **Post-Employment Disclosure** . During the Restricted Period, Participant shall provide a copy of this Restrictive Covenant Agreement to persons and/or entities for whom Participant works or consults as an owner, partner, joint venturer, employee, or independent contractor. If, during the Restricted Period, Participant agrees to work or consult for another person or entity as an owner, partner, joint venturer, employee or independent contractor, then Participant shall provide Equifax before Participant's first day of work or consultation with such person's or entity's name, the nature of such person's or entity's business, Participant's job title, and a general description of the services Participant will provide.
12. **Injunctive Relief** . If Participant breaches this Restrictive Covenant Agreement, Participant agrees that:
  - A. Equifax would suffer irreparable harm;
  - B. it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by Equifax; and
  - C. if Equifax seeks injunctive relief to enforce this Restrictive Covenant Agreement, Participant will waive and will not assert any defense that Equifax has an adequate remedy at law with respect to the breach.

Nothing contained in this Restrictive Covenant Agreement shall limit Equifax's right to any other remedies at law or in equity.

13. **Clawback** . If Participant breaches this Restrictive Covenant Agreement, then the Committee (as that term is defined in the Award Agreement) may, notwithstanding any other provision in the Award Agreement to the contrary, cancel, rescind, suspend, withhold or otherwise restrict or limit Participant's Award (as that term is defined in the Award Agreement). Without limiting the generality of the foregoing, the Committee may also require Participant to pay to the Company any gain realized by Participant from the Shares (as that term is defined in the Award Agreement) awarded during the period

beginning six months prior to the date on which Participant engaged or began engaging in activity in violation of this Restrictive Covenant Agreement. Participant agrees that in the event that the Committee takes any action set forth in this Paragraph: (a) the covenants set forth herein will remain in effect as Participant will have received consideration above and beyond the Shares; and (b) Equifax will remain entitled to injunctive relief because it would not be made whole simply through the potential actions set forth in this Paragraph. Nothing in this Paragraph limits the terms of any policy of recoupment or recovery of compensation adopted by the Company from time to time or any applicable law with respect to the recoupment or recovery of incentive compensation.

14. **Independent Enforcement** . Each of the covenants set forth herein shall be construed as covenants independent of: (a) any agreements other than this Restrictive Covenant Agreement; or (b) any other covenants in this Restrictive Covenant Agreement, and the existence of any claim or cause of action by Participant against Equifax, whether predicated on this Restrictive Covenant Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Participant or Equifax may have against the other, shall not constitute a defense to the enforcement by Equifax of the covenants set forth herein. Equifax shall not be barred from enforcing the restrictive covenants set forth herein by reason of any breach of: (a) any other part of this Restrictive Covenant Agreement; or (b) any other agreement with Participant.
15. **Computer Authorization** . Participant agrees that Participant is not authorized to use Equifax's computer system or any of Equifax's IT hardware or software for any purpose in actual or contemplated competition with Equifax. This includes but is not limited to: (a) transferring information relating to Equifax's Business from Equifax's system, hardware, or software to an external device or account for the purpose of using, disclosing, or retaining such information after the end of Participant's employment; or (b) deleting information relating to Equifax's Business from Equifax's system, hardware, or software in advance of the end of Participant's employment with Equifax.
16. **Compliance with Federal and State Law** . Participant 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 to perform Participant's duties for Equifax, Participant 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. § 1681 et seq.) and any state credit reporting statutes.
17. **Misuse of Data** . Participant agrees that any unauthorized disclosure of confidential codes, system access instructions or file data, intentional alteration or destruction of data, or unauthorized access or updating of Participant's own or any other files can lead to immediate termination and federal prosecution under the Fair Credit Reporting Act, the Counterfeit Access Device and Computer Fraud and Abuse Act, or prosecution under other state and federal laws. Should Participant ever be approached by anyone to commit unauthorized or illegal acts or to disclose confidential materials or data, Participant will immediately report this directly to Equifax management.

18. **HIPAA** . Participant acknowledges that if Participant's job duties and responsibilities are within the Equifax Information Technology Department or Human Resources, such duties may cause the Participant to have incidental access to protected health information ("PHI") of the Equifax health plans that is maintained in electronic form. PHI is mandated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to be kept secure and confidential and may not be accessed, used or disclosed, except as permitted by the Policies and Procedures of the Equifax health plans. Participant acknowledges that he or she will not at any time access PHI, except and only to the extent as may be expressly required in the course of his or her duties and responsibilities within the Equifax Information Technology Department or Human Resources. Further, Participant acknowledges that he or she will not at any time – either during or after his or her employment with Equifax – use or disclose PHI to any person or entity, either within Equifax or externally to third parties, except and only to the extent as expressly permitted by the Privacy Official for the Equifax health plans. Participant understands and acknowledges that unauthorized access, use or disclosure of PHI will result in disciplinary action, up to and including termination of employment, and may also result in the imposition of civil and criminal penalties under HIPAA and other applicable law.
19. **Waiver** . Equifax's failure to enforce any provision of this Restrictive Covenant Agreement shall not act as a waiver of that or any other provision. Equifax's waiver of any breach of this Restrictive Covenant Agreement shall not act as a waiver of any other breach.
20. **Attorneys' Fees** . In the event of litigation relating to this Restrictive Covenant Agreement, the Company shall, if it is the prevailing party, be entitled to recover attorneys' fees and costs of litigation in addition to all other remedies available at law or in equity.
21. **Severability** . The provisions of this Restrictive Covenant Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, then the unenforceable element of the provision (or, failing that, the entire provision) shall be severed from this Restrictive Covenant Agreement. The remaining provisions and any partially enforceable provisions shall remain in full force and effect. Equifax states specifically that Paragraphs 6 and 7 above shall not restrict the right of a lawyer to practice after termination. Rather, for any lawyer signing this Agreement, Paragraphs 6 and 7 shall not apply to Competitive Tasks involving the practice of law.
22. **Governing Law** . This Restrictive Covenant Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to Georgia's choice of law rules.
23. **No Strict Construction** . If there is a dispute about the language of this Restrictive Covenant Agreement, the fact that one Party drafted the Restrictive Covenant Agreement shall not be used in its interpretation.
24. **Entire Agreement** . This Restrictive Covenant Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Restrictive Covenant Agreement. This Restrictive Covenant Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the

Parties relating to the subject matter of this Restrictive Covenant Agreement, except for any handbooks or security policies issued by Equifax and applicable to Participant.

25. **Amendments** . Participant understands that at any time during his or her employment, Equifax may request that Participant sign an amendment to this Restrictive Covenant Agreement that would modify the restrictive covenants herein based on changes to Participant's duties, changes in the area for which Participant has responsibility, changes in Equifax's Business, or changes in the law regarding restrictive covenants. This Restrictive Covenant Agreement may not otherwise be amended or modified except in writing signed by both Parties.
26. **Successors and Assigns** . This Restrictive Covenant Agreement shall be assignable to, and shall inure to the benefit of, Equifax's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Equifax's stock or assets, and shall be binding upon Participant. Participant shall not have the right to assign his or her rights or obligations under this Restrictive Covenant Agreement. The covenants contained in this Restrictive Covenant Agreement shall survive cessation of Participant's employment with the Company, regardless of who causes the cessation or the reason for the cessation.
27. **Exclusive Jurisdiction and Venue** . Participant agrees that any claim arising out of or relating to this Restrictive Covenant Agreement shall be brought exclusively in the state or federal courts of competent jurisdiction located in the State of Georgia. Participant consents to the personal jurisdiction of such courts and thereby waives: (a) any objection to jurisdiction or venue; or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.
28. **Execution** . This Restrictive Covenant Agreement shall be executed by Participant's acceptance of the preceding Award Agreement, to which this Restrictive Covenant Agreement is appended.

Participant acknowledges that he or she has carefully read this Restrictive Covenant Agreement, knows and understands its terms and conditions, and has had the opportunity to ask the Company any questions Participant may have had prior to accepting this Restrictive Covenant Agreement. Participant also acknowledges that he or she has had the opportunity to consult an attorney of Participant's choice (at Participant's expense) to review this Restrictive Covenant Agreement before accepting it.

## CERTIFICATIONS

I, Richard F. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2017

/s/ Richard F. Smith

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Richard F. Smith

*Chairman and Chief Executive Officer*

## CERTIFICATIONS

I, John W. Gamble, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Equifax Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 27, 2017

/s/ John W. Gamble, Jr.

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John W. Gamble, Jr.

*Chief Financial Officer*

**CERTIFICATION PURSUANT TO  
18 U. S. C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended March 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard F. Smith, Chairman and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2017

/s/ Richard F. Smith

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Richard F. Smith

*Chairman and Chief Executive Officer*

**CERTIFICATION PURSUANT TO  
18 U. S. C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Equifax Inc. (the "Company") on Form 10-Q for the period ended March 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John W. Gamble, Jr., Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2017

/s/ John W. Gamble, Jr.

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John W. Gamble, Jr.

Chief Financial Officer