

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

JULY 7, 2001

Date of report (Date of earliest event reported)

CERTEGY INC.

(Exact name of Registrant as Specified in Charter)

GEORGIA	001-16427	58-2606325
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(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

555 NORTH POINT CENTRE, EAST, SUITE 300
ALPHARETTA, GEORGIA 30022

(Address of Principal Executive Offices) (Zip Code)

(678) 867-8000

(Registrant's telephone number, including area code)

Item 5. Other Events.

On July 7, 2001 (the "Distribution Date"), Equifax Inc. ("Equifax"), the sole shareholder of Certegy Inc. (the "Registrant"), distributed 69,668,466 shares of the Registrant's common stock (the "Distribution") to shareholders of record of Equifax's common stock as of 5 p.m., Atlanta, Georgia, time, on June 27, 2001 (the "Record Date"), which shares constituted all of the Registrant's issued and outstanding shares as of the Distribution Date. The Distribution was made pursuant to the terms of the Distribution Agreement, Plan of Reorganization and Distribution dated as of June 30, 2001, by and between Equifax and the Registrant, a copy of which is filed as Exhibit 2.1 to this Report and incorporated herein by reference (the "Distribution Agreement").

As a result of the Distribution, the Registrant is no longer wholly owned by Equifax and is now an independent public company. Shares of the Registrant's common stock, which had been traded on a "when issued" basis on the New York Stock Exchange under the symbol "CEY wi" since June 20, 2001, began regular way trading on July 9, 2001 on the New York Stock Exchange under the symbol "CEY."

The Registrant and Equifax were separated for accounting purposes as of 11:59 p.m., Atlanta, Georgia, time on June 30, 2001, and have entered into certain agreements governing the relationship between the Registrant and Equifax after the Distribution and providing for the allocation of tax, employee benefits and certain other assets and liabilities and obligations arising from periods prior to the Distribution. Copies of these agreements are filed as Exhibits 2.1, and 99.1 to 99.6 to this Report and are incorporated herein by reference.

On June 29, 2001, the Registrant entered into a Rights Agreement with SunTrust Bank, as Rights Agent (the "Rights Agreement"), pursuant to which the Registrant distributed one right (a "Right") for each share of Registrant's common stock distributed in the Distribution. Each Right initially represents the right to purchase one share of the Registrant's common stock at an exercise price of \$125, upon the terms and subject to the conditions of the Rights Agreement. The description and terms of the Rights are set forth in the Rights Agreement filed as Exhibit 4.3 to this Report, which is incorporated herein by reference.

Additional information concerning the Distribution, Certegy, and the Rights Agreement is contained in the Registrant's Registration Statement on Form 10 dated April 3, 2001, as amended, and declared effective by the Securities and Exchange Commission on June 12, 2001 (File No. 1- 16427) under the Securities Exchange Act of 1934.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) Financial Statements of Businesses Acquired.

None.

(b) Pro Forma Financial Information.

None.

(c) Exhibits.

The following exhibits are filed with this Report:

Exhibit No.	Description
2.1	Distribution Agreement, Plan of Reorganization and Distribution dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
4.1	Amended and Restated Articles of Incorporation of Certegy Inc.
4.2	Amended and Restated Bylaws of Certegy Inc.
4.3	Rights Agreement dated as of June 29, 2001, by and between Certegy Inc. and SunTrust Bank, as Rights Agent
99.1	Tax Sharing and Indemnification Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
99.2	Employee Benefits Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
99.3	Intercompany Data Purchase Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
99.4	Transition Support Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
99.5	Intellectual Property Agreement dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.
99.6	Agreement Regarding Leases dated as of June 30, 2001, by and between Equifax Inc. and Certegy Inc.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

CERTEGY INC.
(Registrant)

By: /s/ Bruce S. Richards

Name: Bruce S. Richards

Title: Corporate Vice President, General Counsel
and Secretary

Dated: July 20, 2001

EXHIBITS

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DISTRIBUTION AGREEMENT
PLAN OF REORGANIZATION AND DISTRIBUTION

DISTRIBUTION AGREEMENT ("Agreement") dated as of June 30, 2001, by and between Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

RECITALS

A. Certegy is a wholly-owned subsidiary of Equifax formed for the purpose of taking title to the stock of certain Equifax subsidiaries, the assets and liabilities of which constitute the businesses of Equifax's Payment Services Group ("PSG").

B. The Board of Directors of Equifax has determined that it is in the best interests of Equifax and its shareholders to transfer and assign to Certegy effective at and after the Effective Time (as defined herein) and as a contribution to the capital of Certegy, the capital stock of the Equifax subsidiaries that currently operate the PSG businesses and certain related assets and to receive in exchange therefor shares of Certegy Common Stock and the Borrowing Proceeds (each as defined herein).

C. The Board of Directors of Equifax has further determined that it is in the best interests of Equifax and its shareholders to make a distribution (the "Distribution") to the holders of Equifax Common Stock (as defined herein) of all of the outstanding shares of Certegy Common Stock at the rate of one share of Certegy Common Stock for every two shares of Equifax Common Stock outstanding as of the Record Date (as defined herein).

D. The parties intend that the Contribution constitute a reorganization described in Section 368(a)(1)(D) of the Code (as defined herein) and that the Distribution not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code.

E. The parties have determined that it is necessary and desirable to set forth the principal corporate transactions required to effect the Contribution and the Distribution and to set forth other agreements that will govern certain other matters following the Distribution.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. As used herein, the following terms have

the following meaning:

"Action" means any claim, suit, arbitration, inquiry, proceeding, or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.

"Agreement Regarding Leases" means the Agreement Regarding Leases entered into at or prior to the Effective Time among Equifax, Payment Services, and the other entities entering into such agreement, as amended from time to time.

"Ancillary Agreements" means all of the written agreements, instruments, understandings, assignments and other arrangements (other than this Agreement) entered into in connection with the transactions contemplated hereby, including, without limitation, the Employee Benefits Agreement, the Transition Support Agreement, the Intercompany Data Purchase Agreement, the Intellectual Property Agreement, the Tax Sharing and Indemnification Agreement, the Real Estate Agreements, Agreement Regarding IBM UK Mainframe Services, Agreement Regarding IBM Australian Mainframe and Network Services, US and UK Network Services "Authorized User" Agreement, IBM United Kingdom Limited Transition Services Agreement, Agreement Regarding IBM Canadian Data Center Services Agreement and other documents relating to the transfer of assets and liabilities in contemplation of the Contribution and Distribution.

"Applicable Rate" means the Prime Rate plus 2%.

"Assets" means all properties, rights, contracts, leases and claims, of every kind and description, wherever located, whether tangible or intangible, and whether real, personal or mixed.

"Borrowing Proceeds" means proceeds from the Certegy Revolving Credit Agreement in the amount of \$275,000,000.

"Brazil Agreements" means the agreements, assignments and documents relating to the transfer by Equifax do Brasil Holdings, Ltd. of its ownership interests in Unnisa-Solucoes em Meios de Pagamento Ltda., Partech Ltd., and Equifax Cayman Islands Ltd. to Payment Brasil Holdings Ltda.

"Card Solutions France" means Equifax Card Solutions S.A., a wholly-owned subsidiary of Equifax organized under the laws of France.

"Certegy Articles" means the articles of incorporation of Certegy in the form filed as an exhibit to the Form 10 at the time it becomes effective.

"Certegy Asia Pacific" means Certegy Asia Pacific Holdings Inc., a wholly-owned subsidiary of Equifax organized under the laws of the State of Georgia.

"Certegy Assets" means (a) the capital stock of Payment Services, FSB, Certegy Canada, Card Solutions France, Certegy Asia Pacific and Certegy Ltd. to be transferred at or prior to the Distribution Date by Equifax to Certegy, (b) the Real Estate Assets, and (c) except as otherwise provided in an Ancillary Agreement, all Assets that are (i) owned of record or held in the name of a member of the Certegy Group on the Distribution Date, (ii) treated for internal financial reporting purposes of Equifax prior to the Distribution Date or on the PSG Balance Sheet as owned by a member of the Certegy Group, (iii) on the Distribution Date used exclusively by one or more members of the Certegy Group, or (iv) transferred to a member of the Certegy Group pursuant to any Ancillary Agreement.

"Certegy Business" means the businesses now or formerly conducted by PSG, including the businesses of providing payment transaction processing and check risk management services to financial institutions and merchants.

"Certegy Bylaws" means the bylaws of Certegy in the form filed as an exhibit to the Form 10 at the time it becomes effective.

"Certegy Canada" means Certegy Canada, Inc., a wholly-owned subsidiary of Equifax organized under the laws of Canada.

"Certegy Common Stock" means the outstanding shares of common stock, \$.01 par value, of Certegy.

"Certegy Group" means Certegy, Payment Services, FBS, Certegy Canada, Card Solutions France, Certegy Asia Pacific, Certegy Ltd., any of their respective subsidiaries and any subsidiary or division of any member of the Equifax Group that is included in the assets of the Certegy Business as reflected in the pro forma combined balance sheet of Certegy as of March 31, 2001 contained in the Information Statement.

"Certegy Liabilities" means (a) Liabilities of any member of the Certegy Group under this Agreement or any Ancillary Agreement, (b) except as otherwise expressly provided in this Agreement or any Ancillary Agreement, Liabilities incurred in connection with the conduct or operation of the Certegy Business (including any acquired businesses) or the ownership or use of the Certegy Assets, whether arising before, at or after the Effective Time, (c) Liabilities arising under or in connection with the Form 10, except to the extent such Liabilities arise out of or are based upon information about Equifax included in the sections of the Information Statement attached as Exhibit 99.1 to the Form 10 entitled "Summary - Our Business," "Summary - The Distribution," and "The Distribution - Reasons for the Distribution," (d) except as otherwise expressly provided in this Agreement or any Ancillary Agreement, Liabilities set forth on the PSG Balance Sheet, (e) except as otherwise provided in this Agreement or any Ancillary Agreement, Liabilities of the Equifax Group or the Certegy Group relating to a Sold PSG Business or arising out of the sale thereof, and (f) any Liabilities relating to or arising out of the acquisition (whether through an acquisition of stock or assets or a merger, share exchange or other form of business combination) of any business prior to the Effective Time by any member

of the Certegy Group, except to the extent such Liabilities arise out of or are based upon the issuance of securities of Equifax in any such business combination transaction.

"Certegy Ltd." means Certegy Limited., a wholly-owned subsidiary of Equifax organized under the laws of England and Wales.

"Certegy Revolving Credit Agreement" means the Revolving Credit Agreement among various lenders and Certegy, which provides for borrowing of the Borrowing Proceeds for the purpose of making the payment provided for in Section 2.01.

"Chile Agreements" means that agreements, assignments and documents relating to the transfer by Equifax de Chile, S.A. of its ownership interests in Procard S.A. to Payment Chile S.A.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Commission" means Securities and Exchange Commission.

"Contribution" is defined in Section 2.01.

"Distribution" is defined in the recitals to this Agreement.

"Distribution Agent" means SunTrust Bank, Atlanta, in its capacity as agent for Equifax in connection with the Distribution.

"Distribution Date" means the date upon which the Distribution shall be effective, as determined by the Board of Directors of Equifax, or such committee of such Board of Directors as shall be designated by the Board of Directors of Equifax.

"Effective Time" means 11:59 p.m. Atlanta time on June 30, 2001.

"EIS" means Equifax Information Services, LLC, a wholly-owned subsidiary of Equifax organized under the laws of the State of Georgia, formerly known as Equifax Credit Information Services, Inc.

"Employee Benefits Agreement" means the Employee Benefits Agreement entered into at or prior to the Effective Time between Equifax and Certegy, as amended from time to time.

"Equifax Business" means the business now or formerly conducted by Equifax and its present and former subsidiaries, joint ventures and partnerships, other than the Certegy Business.

"Equifax Common Stock" means the outstanding shares of common stock, \$1.25 par value, of Equifax.

"Equifax Group" means Equifax and its subsidiaries, joint ventures and partnerships, excluding any member of the Certegy Group.

"Equifax Liabilities" means (i) Liabilities of any member of the Equifax Group under this Agreement or any Ancillary Agreement, and (ii) Liabilities, other than Certegy Liabilities,

incurred in connection with the operation of the Equifax Business, whether arising before, at, or after the Effective Time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FBS" means Certegy First Bankcard Systems, Inc., a wholly-owned subsidiary of Equifax organized under the laws of the State of Georgia.

"Form 10" means the registration statement on Form 10 filed by Certegy with the Commission to effect the registration of the Certegy Common Stock pursuant to the Exchange Act, as such registration statement may be amended from time to time.

"Group" means the Equifax Group or the Certegy Group, as the context so requires.

"Guaranteed Certegy Liabilities" means the Certegy Liabilities on which any member of the Equifax Group is an obligor by reason of any guarantee or contractual commitment, including Liabilities under any contract assumed by any member of the Certegy Group from any member of the Equifax Group with respect to which any member of the Equifax Group remains liable.

"Guaranteed Equifax Liabilities" means the Equifax Liabilities on which any member of the Certegy Group is an obligor by reason of any guarantee or contractual commitment, including Liabilities under any contract assumed by any member of the Equifax Group from any member of the Certegy Group with respect to which any member of the Certegy Group remains liable.

"Indemnifiable Loss" means any and all damage, loss, liability, and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all Actions or threatened Actions.

"Information Statement" means the information statement required by the Commission to be sent to each holder of Equifax Common Stock in connection with the Distribution, and prepared in accordance with the Exchange Act.

"Intellectual Property Agreement" means the Intellectual Property Agreement entered into at or prior to the Effective Time between Equifax and Certegy, as amended from time to time.

"Intercompany Data Purchase Agreement" means the Intercompany Data Purchase Agreement entered into at or prior to the Effective Time between Equifax and Certegy, as amended from time to time.

"IRS" means the United States Internal Revenue Service.

"Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, including all costs and expenses relating thereto, and including, without limitation, those debts, liabilities and obligations arising under this Agreement or any

Ancillary Agreement, any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking.

"Payment Services" means Certegy Payment Services Inc., a wholly-owned subsidiary of Equifax organized under the laws of the State of Delaware.

"Prime Rate" means the rate of interest announced by SunTrust Bank from time to time as its "prime rate," "prime lending rate," "base rate" or similar reference rate. In the event the Prime Rate is discontinued as a standard, the parties, by mutual agreement, shall designate a comparable reference rate as a substitute therefor. For purposes hereof, the Prime Rate in effect at the close of business on each business day of SunTrust Bank, Atlanta, Georgia shall be the Prime Rate for that day and any immediately succeeding non-business day or days.

"PSG Balance Sheet" means the consolidated balance sheet of the Certegy Group as of the Effective Time, which balance sheet shall be prepared by Equifax on a basis consistent with Equifax's historical practices for the preparation of monthly divisional balance sheets.

"Rabbi Trusts" means the trusts established by Equifax pursuant to that certain Grantor Trust Agreement dated as of February 4, 2000, as amended, and the trust established by Equifax pursuant to that certain Trust Agreement dated December 29, 1989, as amended.

"Real Estate Agreements" means all deeds, subleases, releases, assignments, consents and agreements (including without limitation the Agreement Regarding Leases) relating to the conveyance to Certegy of the Real Estate Assets and the division of real property and interests therein between members of the Equifax Group and members of the Certegy Group entered into as of or prior to the Distribution Date, in each case as amended from time to time.

"Real Estate Assets" means the real estate owned by the Equifax Group and used by PSG that is to be conveyed to PSG pursuant to the Real Estate Agreements.

"Record Date" means the date designated by or under the authority of Equifax's Board of Directors as the record date for determining the shareholders of Equifax entitled to receive the Distribution.

"Securities Act" means the Securities Act of 1933, as amended.

"Services Agreements" means the Transition Support Agreement, Agreement Regarding IBM UK Mainframe Services, Agreement Regarding IBM Australian Mainframe and Network Services, US and UK Network Services "Authorized User" Agreement, IBM United Kingdom Limited Transition Services Agreement, and Agreement Regarding IBM Canadian Data Center Services Agreement.

"Sold PSG Business" means any of the Assets or businesses related to the Certegy Business formerly owned, directly or indirectly, by Equifax and heretofore sold.

"Stock Benefit Trust" means the Trust Agreement between Equifax and Wachovia Bank of North Carolina, N.A. dated July 7, 1993.

"Tax" shall have the meaning given to such term in the Tax Sharing and Indemnification Agreement.

"Tax Sharing and Indemnification Agreement" means the Tax Sharing and Indemnification Agreement entered into at or before the Effective Time between Equifax and Certegy, as amended from time to time.

"Transition Support Agreement" means the Transition Support Agreement entered into at or prior to the Effective Time between Equifax and Certegy, as amended from time to time.

ARTICLE II
REORGANIZATION; CONVEYANCE OF CERTAIN ASSETS;
ASSUMPTION OF CERTAIN LIABILITIES;
CERTAIN PAYMENTS; AND TRANSITION ARRANGEMENTS

Section 2.01. Reorganization. On or prior to the Distribution Date and

effective as of the Effective Time, Equifax shall contribute to Certegy all of the Certegy Assets in exchange for (i) the Borrowing Proceeds and (ii) a number of shares of Certegy Common Stock that when combined with the shares of Certegy Common Stock already owned by Equifax shall equal all the shares to be distributed as provided in Section 3.03 below (the "Contribution").

Section 2.02. Conveyance of Assets; Discharge of Liabilities. Except as

otherwise expressly provided herein or in any of the Ancillary Agreements:

(a) Effective as of the Effective Time (i) all Certegy Assets are intended to be and shall become Assets of the Certegy Group, (ii) all Certegy Liabilities are intended to be and shall become the Liabilities of the Certegy Group, and (iii) all other Assets and Liabilities of Equifax and its subsidiaries are intended to be and shall remain exclusively the Assets and Liabilities of the Equifax Group.

(b) Effective as of the Effective Time, Equifax agrees to transfer or cause to be transferred to Certegy or to such other members of the Certegy Group as Certegy may designate all right, title and interest of the Equifax Group in and to all of the Certegy Assets.

(c) Certegy agrees that, effective as of the Effective Time, it will transfer or cause to be transferred to Equifax or to such other member of the Equifax Group as Equifax may designate all right, title and interest of the Certegy Group in and to all Assets that are not Certegy Assets.

(d) Certegy agrees that it will, or will cause another member of the Certegy Group designated by Certegy to, (i) assume any of the Certegy Liabilities for which a member of the Certegy Group is not the obligor, effective as of the Effective Time, and (ii) timely pay and discharge all of the Certegy Liabilities, at and after the Effective Time.

(e) Equifax agrees that it will, or will cause another member of the Certegy Group designated by Equifax to, (i) assume any of the Equifax Liabilities for which a member of the Equifax Group is not the obligor, effective as of the Effective Time, and (ii) timely pay and discharge all of the Equifax Liabilities, at and after the Effective Time.

(f) In the event that any conveyance of an Asset required hereby is not effected at or before the Effective Time, the obligation to transfer such Asset shall continue past the Effective Time and shall be accomplished as soon thereafter as practicable.

(g) If any Asset may not be transferred by reason of the requirement to obtain the consent of any third party and such consent has not been obtained by the Effective Time, then (unless otherwise expressly agreed by Equifax and Certegy) such Asset shall not be transferred until such consent has been obtained, and Equifax and Certegy, as the case may be, shall cause the owner of such Asset to use all reasonable efforts to provide to the appropriate member of the other Group all the rights and benefits under such Asset and cause such owner to enforce such Asset for the benefit of such member, in each case to the extent that such action does not cause a breach or default under such Asset. Both parties shall otherwise cooperate and use all reasonable efforts to provide the economic and operational equivalent of an assignment or transfer of the Asset as of the Effective Time.

(h) From and after the Effective Time, each party shall promptly transfer or cause the members of its Group promptly to transfer to the other party or the appropriate member of the other party's Group, from time to time, any property received that is an Asset of the other party or a member of its Group. Without limiting the foregoing, funds received by a member of one Group upon the payment of accounts receivable that belong to a member of the other Group shall be transferred to the other Group by wire transfer not more than five business days after receipt of such payment.

(i) Except as expressly set forth in this Agreement, any Ancillary Agreement, or any instrument or document contemplated by this Agreement or any Ancillary Agreement, neither any member of the Equifax Group nor any member of the Certegy Group has made or shall be deemed to have made any representation or warranty as to (i) the Assets, business or Liabilities retained, transferred or assumed as contemplated hereby or thereby, (ii) any consents or approvals required in connection with the transfer or assumption by such party of any Asset or Liability contemplated by this Agreement, (iii) the value or freedom from any lien, claim, equity or other encumbrance of, or any other matter concerning, any Assets of such party, (iv) the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other Asset of such party, or (v) the legal sufficiency of any assignment, document or instrument delivered to convey title to any Asset transferred. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, ALL ASSETS WERE, OR ARE BEING, TRANSFERRED, OR ARE BEING RETAINED, ON AN "AS IS," "WHERE IS" BASIS AND THE RESPECTIVE TRANSFEREES WILL BEAR THE ECONOMIC AND LEGAL RISKS THAT ANY CONVEYANCE OR OTHER TRANSFER SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE A TITLE THAT IS FREE AND CLEAR OF ANY LIEN, CLAIM, EQUITY OR OTHER ENCUMBRANCE.

Section 2.03. Ancillary Agreements. As of the Effective Time,

Equifax and Certegy (or their appropriate subsidiaries) will execute and deliver:

(a) A duly executed Employee Benefits Agreement;

- (b) A duly executed Tax Sharing and Indemnification Agreement;
- (c) A duly executed Intercompany Data Purchase Agreement;
- (d) A duly executed copy of each of the Services Agreements;
- (e) A duly executed Intellectual Property Agreement;
- (f) A duly executed copy of each of the Real Estate Agreements; and

(g) Such other agreements, leases, subleases, documents, or instruments as the parties may agree are necessary or desirable in order to achieve the purposes hereof.

Section 2.04. Issuance of Certegy Common Stock. On or before the

Distribution Date, and in exchange for the transfer by Equifax to Certegy of the stock and assets as provided above, and the surrender for reissue of all certificates representing outstanding Certegy Common Stock, Certegy will issue and deliver to Equifax a certificate representing shares of Certegy Common Stock constituting all the shares to be distributed as provided in Section 3.03 below.

Section 2.05. Resignations.

(a) On or before the Distribution Date, Certegy will deliver or cause to be delivered to Equifax resignations of each person who will be an employee of Certegy or another member of the Certegy Group from and after the Distribution Date and who is an officer or director of Equifax or any of its subsidiaries or affiliates not constituting a member of the Certegy Group immediately prior to the Distribution Date, except for persons identified in the Information Statement as continuing directors of Equifax or other members of the Equifax Group.

(b) On or before the Distribution Date, Equifax will deliver or cause to be delivered to Certegy resignations of each person who will be an employee of Equifax or another member of the Equifax Group from and after the Distribution Date and who is an officer or director of Certegy or any of its subsidiaries or affiliates not constituting a member of the Equifax Group immediately prior to the Distribution Date, except for persons identified in the Information Statement as continuing directors of Certegy or other members of the Certegy Group.

Section 2.06. Conduct of Certegy Pending Distribution.

(a) Prior to the Distribution Date, Certegy shall not, without the prior consent of Equifax, make any press release concerning the Distribution and shall use its best efforts not to take any action which may prejudice or delay the consummation of the Distribution. Prior to the Distribution Date, Certegy further agrees regularly to apprise Equifax of public announcements to or the dissemination of materials for financial analysts or other persons relating to its business and the Distribution.

(b) Prior to the Distribution Date, the business of Certegy shall be operated for the sole benefit of Equifax as Certegy's sole shareholder; provided however, that upon

consummation of the Distribution, the business of Certegy shall be deemed to have been operated for the sole benefit of Certegy and its new shareholders, as of and after the Effective Time. On the Distribution Date, (i) any amounts advanced, incurred or contributed by any member of the Equifax Group to or for the benefit of any member of the Certegy Group after the Effective Time (other than amounts advanced or contributed to Certegy for costs or expenses to be paid by Equifax in accordance with Section 15.01) shall be repaid by Certegy, in addition to any payments prescribed by Section 8.03 hereof, and (ii) any amounts advanced, incurred or contributed by any member of the Certegy Group to or for the benefit of any member of the Equifax Group after the Effective Time shall be repaid by Equifax, in addition to any payments prescribed by Section 8.03 hereof.

Section 2.07. Certegy Revolving Credit Agreement. Certegy shall use all

reasonable efforts promptly to obtain, and to satisfy all conditions for borrowing under the Certegy Revolving Credit Agreement in an amount sufficient to allow Certegy to generate the Borrowing Proceeds and conduct the business of Certegy after the Distribution Date.

Section 2.08. Guaranteed Certegy and Equifax Liabilities.

(a) Certegy shall use all reasonable efforts (excluding payment of money or inurrence of Liabilities) to obtain as promptly as practicable after the Distribution Date the release of all members of the Equifax Group from any obligations with respect to Guaranteed Certegy Liabilities. In no event shall any member of the Certegy Group take any action with respect to any Guaranteed Certegy Liabilities which could be reasonably expected to adversely affect the Equifax Group members in any way including, without limitation, extending the term of any Guaranteed Certegy Liabilities or increasing the liability guaranteed thereunder, unless the guarantee or obligation of all Equifax Group members is released as to any extended or modified liability obligations under such Guaranteed Certegy Liabilities or Equifax otherwise consents in writing.

(b) Equifax shall use all reasonable efforts (excluding payment of money or inurrence of Liabilities) to obtain as promptly as practicable after the Distribution Date the release of all members of the Certegy Group from any obligations with respect to Guaranteed Equifax Liabilities. In no event shall any member of the Equifax Group take any action with respect to any Guaranteed Equifax Liabilities which could be reasonably expected to adversely affect the Certegy Group members in any way including, without limitation, extending the term of any Guaranteed Equifax Liabilities or increasing the liability guaranteed thereunder, unless the guarantee or obligation of all Certegy Group members is released as to any extended or modified liability obligations under such Guaranteed Equifax Liabilities or Certegy otherwise consents in writing.

(c) In the event that any Equifax Group member is required to pay or otherwise satisfy any Guaranteed Certegy Liabilities, without limiting any of Equifax's rights and remedies against Certegy under this Agreement or otherwise, in order to secure Certegy's indemnity obligations to Equifax hereunder in respect of such Guaranteed Certegy Liabilities, Equifax shall be entitled to all the rights of the payee in any property of any member of the Certegy Group pledged as security for such Guaranteed Certegy Liabilities.

(d) In the event that Certegy Group member is required to pay or otherwise satisfy any Guaranteed Equifax Liabilities, without limiting any of Certegy's rights and remedies against Equifax under this Agreement or otherwise, in order to secure Equifax's indemnity obligations to Certegy hereunder in respect of such Guaranteed Equifax Liabilities, Certegy shall be entitled to all the rights of the payee in any property of any member of the Equifax Group pledged as security for such Guaranteed Equifax Liabilities.

Section 2.09. Insurance.

(a) Following the Distribution, Certegy will use its best efforts to procure and maintain directors' and officers' liability insurance coverage at least equal to the amount of Equifax's current directors' and officers' insurance coverage for a period of five (5) years from the Distribution Date with respect to directors and officers of Equifax who are or will become directors and officers of Certegy as of the Distribution Date for acts as directors and officers of members of the Certegy Group for periods from and after the Distribution Date.

(b) Following the Distribution, Equifax will use its best efforts to maintain directors' and officers' liability insurance coverage at least equal to the amount of Equifax's current directors' and officers' liability insurance coverage for a period of five (5) years from the Distribution Date with respect to the directors and officers of Equifax who are or will become directors and officers of members of the Certegy Group as of the Distribution Date for acts as directors and officers of members of the Equifax Group during periods prior to the Distribution Date.

ARTICLE III
THE DISTRIBUTION

Section 3.01. Cooperation Prior to the Distribution.

(a) Equifax and Certegy shall prepare, and Equifax shall mail to the holders of Equifax Common Stock, the Information Statement, which shall set forth appropriate disclosure concerning Certegy, the Distribution and any other appropriate matters. Equifax and Certegy shall also prepare, and Certegy shall file with the Commission, the Form 10, which shall include the Information Statement. Equifax and Certegy shall use all reasonable efforts to cause the Form 10 to become effective under the Exchange Act.

(b) Equifax shall, as the sole shareholder of Certegy, approve and adopt the Certegy employee benefit plans contemplated by the Employee Benefits Agreement and Equifax and Certegy shall cooperate in preparing, filing with the Commission under the Securities Act and causing to become effective not later than the Distribution Date any registration statements or amendments thereto that are appropriate to reflect the establishment of or amendments to any employee benefit plan of Certegy contemplated by the Employee Benefits Agreement, including without limitation, a Form S-8 with respect thereto.

(c) Equifax and Certegy shall take all such action as may be necessary or appropriate under the securities or blue sky laws of states or other political subdivisions of the

United States in connection with the transactions contemplated by this Agreement or any Ancillary Agreement.

(d) Certegy shall prepare, file, and use its best efforts to cause to be approved prior to the Record Date, the application to permit listing of the Certegy Common Stock on the New York Stock Exchange.

(e) Equifax and Certegy shall take all such actions as may be deemed reasonably necessary to secure a favorable ruling from the IRS that the Distribution is not taxable to Equifax or its shareholders pursuant to Section 355 of the Code.

Section 3.02. Conditions Precedent to the Distribution. In no event shall

the Distribution occur unless the following conditions shall have been satisfied or waived by Equifax:

(a) Equifax's Board of Directors or a duly appointed committee thereof, shall, in its sole discretion, have established the Record Date and the Distribution Date and any appropriate procedures in connection with the Distribution;

(b) all necessary regulatory approvals shall have been received;

(c) the Information Statement shall have been mailed to the holders of Equifax Common Stock;

(d) the Form 10 shall have become effective under the Exchange Act, and all registration statements referred to under Section 3.01(b) shall have become effective under the Securities Act;

(e) the Certegy Board of Directors, as named in the Form 10, shall have been elected by Equifax, as sole shareholder of Certegy, and the Certegy Articles and Certegy Bylaws shall have been adopted and be in effect;

(f) the Certegy Common Stock shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance;

(g) Equifax and Certegy shall have taken all such action as may be necessary or appropriate under the securities or blue sky laws of states or other political subdivisions of the United States in connection with the transactions contemplated by this Agreement or any Ancillary Agreement;

(h) Equifax shall have received a favorable private letter ruling from the IRS that the Contribution constitutes a reorganization pursuant to Section 368(a)(1)(D) of the Code and that the Distribution will not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code, and such ruling shall continue in effect;

(i) Certegy shall have entered into the Certegy Revolving Credit Agreement;

(j) the transactions described in Section 2.01 shall have occurred;

(k) Certegy (or its appropriate subsidiary) shall have performed fully its (or their) obligations under Section 2.02;

(l) no order, injunction, or decree issued by any court of competent jurisdiction or other legal restraint or prohibition preventing consummation of the Distribution shall be in effect;

(m) Equifax and Certegy shall each have performed its obligations under this Agreement and each Ancillary Agreement, which are required to be performed prior to or at the time of the Distribution; and

(n) the parties shall have consummated those other transactions in connection with the Distribution that are contemplated by the Information Statement to be consummated prior to or at the time of the Distribution and are not specifically referred to in this Agreement or the Ancillary Agreements identified in Sections 2.03(a) - (f).

Section 3.03. The Distribution. On or before the Distribution Date,

subject to satisfaction or waiver of the conditions set forth in this Agreement, Equifax shall deliver to the Distribution Agent a certificate or certificates representing all of the then outstanding shares of Certegy Common Stock held by the Equifax Group, endorsed in blank, and shall instruct the Distribution Agent, except as otherwise provided in Sections 3.04 and 3.05, to distribute to each holder of record of Equifax Common Stock on the Record Date one share of Certegy Common Stock for each two shares of Equifax Common Stock so held either by crediting the holder's brokerage account or by delivering a certificate or certificates representing such shares. Certegy agrees to provide all certificates for shares of Certegy Common Stock that the Distribution Agent shall require in order to effect the Distribution.

Section 3.04. Fractional Shares. The Distribution Agent shall not

distribute any fractional shares of Certegy Common Stock. The Distribution Agent shall aggregate all such fractional shares and sell them in an orderly manner after the Distribution Date in the open market and, after completion of such sales, distribute a pro rata portion of the proceeds from such sales, based upon the average gross selling price of all such Certegy Common Stock, to each holder of Equifax Common Stock who would otherwise have received a fractional share of Certegy Common Stock.

Section 3.05. Stock Trusts. The Distribution Agent shall not distribute in

the Distribution any shares of Certegy Common Stock to the Stock Benefit Trust, the Rabbi Trusts or any person holding Equifax Common Stock pursuant to any Equifax restricted stock plan, if and to the extent Equifax so instructs the Distribution Agent after receipt of a waiver of the right to receive any Certegy Common Stock from any such Equifax shareholder.

ARTICLE IV INDEMNIFICATION

Section 4.01. Certegy Indemnification of the Equifax Group. On and after

the Distribution Date, Certegy shall indemnify, defend and hold harmless each member of the

Equifax Group, and each of their respective directors, officers, employees and agents (the "Equifax Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Equifax Indemnitees and arising out of, or due to, (a) the failure of Certegy or any member of the Certegy Group to pay, perform or otherwise discharge, any of the Certegy Liabilities and (b) any untrue statement or alleged untrue statement of any material fact contained in the preliminary or final Form 10, the preliminary or final Information Statement or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (other than the information about Equifax included in the sections of the Information Statement attached as Exhibit 99.1 to the Form 10 entitled "Summary - Our Business," "Summary - The Distribution," and "The Distribution - Reasons for the Distribution," or any amendment or supplement thereto).

Section 4.02. Equifax Indemnification of Certegy Group. On and after

the Distribution Date, Equifax shall indemnify, defend and hold harmless each member of the Certegy Group and each of their respective directors, officers, employees and agents (the "Certegy Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees and arising out of, or due to, (a) the failure of Equifax or any member of the Equifax Group to pay, perform or otherwise discharge, any of the Equifax Liabilities and (b) any untrue statement or alleged untrue statement of any material fact regarding Equifax included in the sections of the Information Statement attached as Exhibit 99.1 to the Form 10 entitled "Summary - Our Business," "Summary - The Distribution," and "The Distribution - Reasons for the Distribution," or any amendment or supplement thereto or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.

Section 4.03. Contribution. In circumstances in which the indemnity

agreements provided for in Sections 4.01(b) and 4.02(b) are unavailable or insufficient, for any reason, to hold harmless an indemnified party in respect of any Indemnifiable Losses, each indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such indemnified party as a result of such Indemnifiable Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such Indemnifiable Losses, as well as any other relevant equitable considerations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by Certegy or Equifax, the parties' relative intents, knowledge, access to information and opportunity to correct or prevent such statement or omission, and any other equitable considerations appropriate in the circumstances.

Section 4.04. Insurance and Third Party Obligations. No insurer or

any other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

ARTICLE V
INDEMNIFICATION PROCEDURES

Section 5.01. Notice and Payment of Claims. If any Equifax or

Certege Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article IV (other than in connection with any Action or claim subject to Section 5.02), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party shall, within 30 days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same 30 day period, the Indemnifying Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount.

Section 5.02. Notice and Defense of Third Party Claims. Promptly

following the earlier of (a) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party or (b) receipt of information from a third party alleging the existence of a claim against an Indemnified Party, in either case, with respect to which indemnification may be sought pursuant to this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 5.02 shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within 30 days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified Party, (a) acknowledge, as between the parties hereto, liability for, and at its option elect to assume the defense of such Third Party Claim at its sole cost and expense or (b) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section 5.02 setting forth the grounds therefor; provided that if the Indemnifying Party does not within the same 30 day period give the Indemnified Party written notice acknowledging liability or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability to the Indemnified Party for such Third Party Claim. Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not agree to any such settlement pursuant to which any remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified

Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification under Article IV, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim, and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within 15 days after the final resolution of such Third Party Claim (whether by the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within 15 days after such Indemnifying Party's objection has been resolved by settlement, compromise or the final nonappealable judgment of a court of competent jurisdiction.

ARTICLE VI
EMPLOYEE MATTERS

Section 6.01. Employee Benefits Agreement. All matters relating to

or arising out of any employee benefit, compensation or welfare arrangement in respect of any present and former employee of the Equifax Group or the Certegy Group shall be governed by the Employee Benefits Agreement, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between the Employee Benefits Agreement and this Agreement or any Ancillary Agreement, the Employee Benefits Agreement shall govern to the extent of the inconsistency.

ARTICLE VII
TAX MATTERS

Section 7.01. Tax Sharing and Indemnification Agreement. All matters

relating to Taxes shall be governed exclusively by the Tax Sharing and Indemnification Agreement, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between the Tax Sharing and Indemnification Agreement and this Agreement or any other Ancillary Agreement, the Tax Sharing and Indemnification Agreement shall govern to the extent of the inconsistency.

ARTICLE VIII
ACCOUNTING MATTERS

Section 8.01. Allocation of Prepaid Items and Reserves. All prepaid

items and reserves that have been maintained by Equifax on a consolidated basis but that relate in part to assets or liabilities of the Certegy Group shall be allocated between Equifax and Certegy as determined by Equifax in its reasonable discretion.

Section 8.02. Intercompany Accounts. On or before the Distribution

Date, Equifax shall prepare and deliver to Certegy a preliminary PSG Balance Sheet which shall set forth good faith estimates of all intercompany account balances between members of the Equifax Group and members of the Certegy Group as of the Effective Time, after giving effect to any intercompany dividends made or declared on or before the Distribution Date and any other transfers of assets or liabilities between the Groups before the Distribution Date pursuant to the express terms of this Agreement or any Ancillary Agreement. On or before the Distribution Date, all estimated intercompany account balances owing as set forth on the preliminary PSG Balance Sheet shall be settled and paid in full by Certegy or Equifax, as the case may be. Within 30 business days after the Effective Time, Equifax shall prepare and deliver to Certegy a final PSG Balance Sheet which shall set forth all intercompany account balances between members of the Equifax Group and members of the Certegy Group as of the Effective Time, after giving effect to any intercompany dividends made or declared on or before the Distribution Date and any other transfers of assets or liabilities between the Groups before the Distribution Date pursuant to the express terms of this Agreement or any Ancillary Agreement. Within ten business day after the delivery of the final PSG Balance Sheet, Equifax shall pay to Certegy or Certegy shall pay to Equifax, as the case may be, the difference between the estimated account balances set forth on the preliminary PSG Balance Sheet and the final account balances set forth on the final PSG Balance Sheet. Notwithstanding anything contained herein to the contrary, Equifax may at its option contribute to Certegy or its subsidiaries amounts owed by any member of the Certegy Group to any member of the Equifax Group as a contribution to the capital of Certegy in lieu of payment of such amounts to the Equifax Group by the Certegy Group. Any disputes arising from the adjustments required by the final PSG Balance Sheet shall be resolved in accordance with Section 15.10 hereof.

ARTICLE IX
DATA, PRODUCTS AND SERVICES

Section 9.01. Intercompany Data Purchase Agreement. All matters

relating to the ownership of and the right to use data owned or maintained by any member of the Equifax Group or the Certegy Group shall be governed exclusively by the Intercompany Data Purchase Agreement, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between the Intercompany Data Purchase Agreement and this Agreement or any Ancillary Agreement, the Intercompany Data Purchase Agreement shall govern to the extent of the inconsistency.

ARTICLE X
INTELLECTUAL PROPERTY

Section 10.01. Intellectual Property Agreement. All matters relating

to the ownership and right to use intellectual property, other than data, shall be governed exclusively by the Intellectual Property Agreement, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between the Intellectual Property Agreement and this Agreement or any Ancillary Agreement, the Intellectual Property Agreement shall govern to the extent of the inconsistency.

ARTICLE XI
TRANSITION SUPPORT

Section 11.01. Services Agreements. All matters relating to the

provision of support and other services by the Equifax Group to the Certegy Group and the Certegy Group to the Equifax Group after the Effective Time, covered by the Services Agreements, shall be governed exclusively by the respective Services Agreements, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between a particular Services Agreement and this Agreement or any other Ancillary Agreement, the particular Services Agreement shall govern to the extent of the inconsistency.

ARTICLE XII
REAL PROPERTY MATTERS

Section 12.01. Real Estate Agreements. All matters relating to real

property to be owned, leased, subleased, occupied, or shared by the Equifax Group or the Certegy Group after the Effective Time shall be governed by the Real Estate Agreements, except as may be expressly stated herein or therein, and except that Article VIII shall apply with respect to such matters to the extent otherwise applicable. In the event of any inconsistency with respect to such matters between the Real Estate Agreements and this Agreement or any Ancillary Agreement, the Real Estate Agreements shall govern to the extent of the inconsistency.

ARTICLE XIII
INFORMATION

Section 13.01. Provision of Corporate Records. As soon as

practicable following the Effective Time, Equifax and Certegy shall each arrange for the provision to the other of existing corporate documents (e.g. minute books, stock registers, stock certificates, documents of title, contracts, etc.) in its possession relating to the other or its business and affairs or to any other entity that is part of such other's respective Group or to the business and affairs of such other entity.

Section 13.02. Access to Information. From and after the Effective

Time, Equifax and Certegy shall each afford the other and its accountants, counsel and other designated representatives reasonable access (including using reasonable efforts to give access to persons or firms possessing information) and duplicating rights during normal business hours to all records, books, contracts, instruments, computer data and other data and information in its possession relating to the business and affairs of the other or a member of its Group (other than data and information subject to an attorney/client or other privilege), insofar as such access is reasonably required by the other including, without limitation, for audit, accounting and litigation purposes.

Section 13.03. Litigation Cooperation. Equifax and Certegy shall

each use reasonable efforts to make available to the other, upon written request, its officers, directors, employees and agents, and the officers, directors, employees and agents of its subsidiaries, as witnesses to the extent that such persons may reasonably be required in connection with any legal, administrative or other proceedings arising out of the business of the other, or of any entity that is part of the

others' respective Group, prior to the Effective Time in which the requesting party or one of its subsidiaries may from time to time be involved. The requesting party shall bear all out-of-pocket costs and expenses in connection therewith. In connection with any matter contemplated by this Section 13.03, at the request of either party, the parties will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any attorney-client privilege or work product immunity of any member of any Group.

Section 13.04. Retention of Records. Except as otherwise required by

law or agreed to in writing, each party shall, and shall cause the members of its Group to, retain all information relating to the other's business in accordance with the past practice of such party. Notwithstanding the foregoing, either party may destroy or otherwise dispose of any information at any time in accordance with the corporate record retention policy maintained by such party with respect to its own records.

Section 13.05. Confidentiality. Each party shall, and shall cause

each member of its Group to, hold and cause its directors, officers, employees, agents, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information of or concerning the other party or its Group (except to the extent that this Agreement or any Ancillary Agreement permits or requires the use or disclosure of such information or to the extent such information can be shown to have been (a) in the public domain through no fault of the persons subject to the restrictions of this Section ("receiving party"), (b) later lawfully acquired after the Effective Time on a non-confidential basis from a third party or (c) independently generated without any reference to any proprietary or confidential information of the other party or its Group), and no receiving party shall (i) use such information, except for the benefit of the other party's Group in connection with the performance of this Agreement or the Ancillary Agreements, or (ii) disclose such information to any other person or entity, except its employees, directors, officers, agents, auditors, attorneys, financial advisors, bankers and other consultants and advisors who need to know such information and who shall be advised of the obligations contained in this Section 13.05 and be bound by them. Each receiving party shall be deemed to have satisfied its obligation to hold confidential any information concerning or owned by the other party or its Group if it exercises the same care as it takes to preserve confidentiality for its own similar information. The covenants in this Section 13.05 shall survive the transactions contemplated by this Agreement and shall continue indefinitely; provided, however, that the covenants in this Section 13.05 shall terminate with respect to any information not constituting a trade secret under applicable law on the third anniversary of the later of the Distribution Date or the date on which the party subject to such covenants with respect to such information receives it (but any such termination shall not terminate or otherwise limit any other covenant or restriction regarding the disclosure or use of such information under any Ancillary Agreement or other agreement, instrument or legal obligation).

Section 13.06. Ownership of Information. Any information owned by

one party or any of its subsidiaries that is provided to a requesting party pursuant to Article V, Article XV, or this Article XIII shall be deemed to remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

with a copy to: Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attention: Kent E. Mast
General Counsel
Fax: (404) 885-8988

If to Certegy, to: Certegy Inc.
555 North Pointe Centre East
Alpharetta, Georgia 30022
Attention: Bruce S. Richards
Corporate Vice President
General Counsel and Secretary
Fax: (678) 867-8100

with a copy to: Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attention: Michael T. Vollkommer
Corporate Vice President and
Chief Financial Officer
Fax: (678) 867-8100

Either party may, by written notice delivered to the other party in accordance with this Section 15.02, change the address to which delivery of any notice shall thereafter be made.

Section 15.03. Amendment and Waiver. This Agreement may not be altered or

amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 15.04. Entire Agreement. This Agreement, together with the

Ancillary Agreements, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of any Ancillary Agreement with respect to the subject matter thereof, the provisions of such Ancillary Agreement shall prevail to the extent of the inconsistency.

Section 15.05. Consolidation, Merger, Etc.; Parties in Interest;

Termination.

(a) Without limiting Section 15.05(b), neither party (referred to in this Section 15.05(a) as a "transferring party") shall consolidate with or merge into any other entity or directly or indirectly convey, transfer or lease all or substantially all of its properties and assets to any entity, unless, in each case, the other party to such transaction expressly assumes, by a written agreement, executed and delivered to the other party hereto, in form reasonably

satisfactory to such other party, all of the Liabilities of the transferring party under this Agreement and the Ancillary Agreements and the due and punctual performance or observance of every agreement and covenant of this Agreement and Ancillary Agreements on the part of the transferring party to be performed or observed.

(b) Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnites and Certegy Indemnites under Articles IV and V hereof.

(c) This Agreement (including Articles IV and V hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution by and in the sole discretion of Equifax without the approval of Certegy or the shareholders of Equifax. In the event of such termination, no party shall have any liability of any kind to any other party or any other person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by the parties; provided, however, that Articles IV and V shall not be terminated or amended after the Distribution in respect of any Equifax Indemnitee or Certegy Indemnitee without the consent of such person.

Section 15.06. Further Assurances and Consents. In addition to the

actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using its reasonable efforts to obtain any consents and approvals, make any filings and applications and remove any liens, claims, equity or other encumbrance on an Asset of the other party necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 15.07. Severability. The provisions of this Agreement are

severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 15.08. Governing Law. This Agreement shall be construed in

accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

Section 15.09. Counterparts. This Agreement may be executed in one or

more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement.

Section 15.10. Disputes.

(a) Except as otherwise provided in any Ancillary Agreement, all disputes, controversies or claims between members of the Equifax Group and the Certegy Group, which are parties to this Agreement or any Ancillary Agreement, arising out of or relating to this Agreement or any Ancillary Agreement or the performance by the parties of its or their terms, whether based on contract, tort, statute or otherwise, including, but not limited to, disputes in connection with claims by third parties (collectively, "Disputes"), shall be resolved only in accordance with the provisions of this Section 15.10; provided, however, that nothing contained herein shall preclude any party to a Dispute from seeking or obtaining (i) injunctive relief to prevent an actual or threatened breach of any of the provisions of this Agreement or any Ancillary Agreement, or (ii) equitable or other judicial relief to enforce the provisions of this Section 15.10 hereof or to preserve the status quo pending resolution of Disputes hereunder.

(b) Any party or parties to a Dispute of either Group may give the parties to the Dispute of the other Group written notice of the Dispute initiating the procedures hereunder. Within 10 days after delivery of the notice of a Dispute, the receiving parties shall submit to the other a written response. The notice and the response shall include a statement of each party's respective position and a summary of arguments supporting that position and the name and title of the executive who will represent the claimants and of any other person who will accompany such executive in resolving the Dispute. Within twenty (20) days after delivery of the first notice, the executives of both Groups shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, and shall negotiate in good faith to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored.

(c) If the Dispute has not been resolved by negotiation within sixty (60) days of the notice of Dispute, the Dispute may then be submitted for resolution by binding arbitration by a panel of three arbitrators conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), as modified by this Section 15.10. Arbitration shall be initiated by notice from the parties to a Dispute of either Group ("claimants") given to the parties to the Dispute of the other Group ("respondents"). The claimants acting jointly, on the one hand, and the respondents acting jointly, on the other hand, shall each appoint one arbitrator within 14 days after the claimants give an arbitration notice. The two arbitrators so appointed shall designate the third arbitrator by mutual agreement within 30 days after the arbitration notice is given. If the two arbitrators so appointed fail to designate the third arbitrator within such period, then any party may request the International Chamber of Commerce to appoint the third arbitrator within 14 days after such request. The third arbitrator shall be a lawyer licensed to practice in the State of Georgia who shall not be related to, employed by, affiliated with or have had a substantial or ongoing business relationship with any member of either Group.

(d) The arbitration shall be conducted in Atlanta, Georgia (or at any other place agreed upon by the parties and the arbitrators). The parties will facilitate the arbitration by: (i) making available to one another and to the arbitrators for examination, inspection and extraction all documents, books, records and personnel under their control if determined by the arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by this Section 15.10, the Rules or by the Arbitrators for submission of evidence or briefs. All issues in connection with the Dispute, including procedural issues, shall be decided by the concurrence of at least two arbitrators, and all decisions by the arbitrators shall be accompanied by a written opinion setting forth the findings of fact and conclusions of law relied upon in reaching the decision. The panel of arbitrators shall decide the issues submitted to it in accordance with the language and commercial purposes of this Agreement or the relevant Ancillary Agreement (as applicable); provided that all questions of law shall be governed by the internal laws of the State of Georgia, without regard to its conflict of laws rules. The arbitrators' decision shall be final and binding as to all matters at issue in the Dispute; provided, however, if necessary such decision may be enforced by either party in any court having jurisdiction over the parties or the subject matter of the Dispute. Unless the arbitrators shall assess the costs and expenses of the arbitration proceeding and of the parties differently, each party shall pay its costs and expenses incurred in connection with the arbitration proceeding, and the costs and expenses of the arbitrators shall be shared equally by the parties.

Section 15.11. Headings. The Article and Section headings set forth in

this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

Title: Corporate Vice President, General
Counsel and Secretary

CERTEGY INC.

By: /s/ Bruce S. Richards

Title: Corporate Vice President, General
Counsel and Secretary

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CERTEGY INC.

ARTICLE I

The name of the Corporation is Certegy Inc.

ARTICLE II

The Corporation shall have authority to issue Four Hundred Million (400,000,000) shares, of which Three Hundred Million (300,000,000) shares shall be designated "Common Stock" and have a par value of \$.01 per share and One Hundred Million (100,000,000) shares shall be designated "Preferred Stock" and have a par value of \$.01 per share. Shares that are reacquired by the Corporation shall be classified as treasury shares unless the terms of such shares provide to the contrary or unless retired and canceled in the discretion of the Board of Directors. Any reacquired shares that are retired and canceled shall constitute authorized but unissued shares unless the terms of such shares provide to the contrary. Any treasury shares may be resold or otherwise reissued in the discretion of the Board of Directors, subject to the provisions of these Amended and Restated Articles of Incorporation. The voting powers, preferences, designations, rights, qualifications, limitations and restrictions of or on each class and series of the shares of the Corporation shall be as follows:

COMMON STOCK

Subject to all of the rights of the Preferred Stock as expressly provided herein, by law or by the Board of Directors pursuant to this Article II, the Common Stock of the Corporation shall possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges provided for herein, including, but not limited to, the following rights and privileges:

(a) Dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;

(b) The holders of Common Stock shall have the right to vote for the election of directors and on all other matters requiring shareholder action, each share being entitled to one vote; and

(c) Upon the voluntary or involuntary dissolution of the Corporation, the net assets of the Corporation available for distribution shall be distributed pro rata to the holders of the Common Stock in accordance with the number of shares of Common Stock held by them.

PREFERRED STOCK

The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The number of shares of each series of Preferred Stock, and the voting

powers, designations, preferences, rights, qualifications, limitations and restrictions of or on such shares shall be as fixed and determined by the Board of Directors prior to the issuance of any such shares, in the manner provided by law. The authority of the Board of Directors with respect to each series of the Preferred Stock shall include, without limiting the generality of the foregoing, the establishment of any or all of the voting powers, preferences, designations, rights, qualifications, limitations and restrictions described in Section 14-2-601(d) of the Georgia Business Corporation Code and any others determined by the Board of Directors, any of which may be different from or the same as those of any other class or series of the Corporation's shares.

The Board of Directors is expressly authorized at any time to adopt resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock and at any time and from time to time to file articles of amendment which are effective without shareholder action to increase or decrease the number of shares included in any series of Preferred Stock (but not to decrease the number of shares in any series below the number of shares then issued), to eliminate the series where no shares are issued, or to set or change in any one or more respects the voting powers, preferences, designations, rights, qualifications, limitations or restrictions relating to the shares of the series, except as otherwise provided by law or in the articles of amendment establishing any such series.

ARTICLE III

Except as otherwise provided in these Amended and Restated Articles of Incorporation or pursuant to the terms of any authorized series of Preferred Stock or by action of the Board of Directors pursuant to the Georgia Business Corporation Code, the vote required for shareholder action on all matters shall be the minimum vote required by the Georgia Business Corporation Code.

ARTICLE IV

(a) The business and affairs of the Corporation shall be managed by, or under the direction of, a Board of Directors comprised as follows:

1. The number of directors shall be not less than five, nor more than fifteen, and shall be fixed within such range by the Board of Directors.
2. The directors shall be divided into three classes, designated as Class I, Class II, and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. Each initial director in Class I shall hold office for a term that expires at the first annual meeting of shareholders after his election; each initial director in Class II shall hold office for a term that expires at the second annual meeting of shareholders after his election; and each initial director in Class III shall hold office for a term that expires at the third annual meeting of shareholders after his election. At each annual meeting of shareholders, successors to the class of directors whose term expires at that annual meeting of shareholders shall be elected for a three-year term. If the number of directors has changed, any increase

or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible. Any additional director of any class elected by the shareholders to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class. Any additional director of any class elected by the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall expire at the next annual meeting of shareholders, and, if such newly-created directorship is to be continued, a nominee therefor shall be submitted to the shareholders for their vote. In no case shall a decrease in the number of directors for a class shorten the term of an incumbent director. A director shall hold office until the annual meeting of shareholders for the year in which such director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

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

(b) Except as may be prohibited by law or by these Amended and Restated Articles of Incorporation, the Board of Directors shall have the right to make, alter, amend, change, add to, or repeal the bylaws of the Corporation, and have the right (which, to the extent exercised, shall be exclusive) to establish the rights, powers, duties, rules and procedures that from time to time shall govern the Board of Directors and its members, including without limitation, the vote required for any action by the Board of Directors, and that from time to time shall affect the directors' powers to manage the business and affairs of the Corporation. No bylaw shall be adopted by shareholders that shall impair or impede the implementation of the foregoing.

(c) Notwithstanding any other provisions of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation (and notwithstanding the fact that a lesser percentage for separate class vote for certain actions may be permitted by law, by these Amended and Restated Articles of Incorporation or by the bylaws of the Corporation), the affirmative vote of the holders of not less than two-thirds (2/3) of the votes entitled to be cast by the holders of all of the outstanding shares of the Corporation then entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal this Article IV or to adopt any provision of these Amended and Restated Articles of Incorporation or the bylaws of the Corporation inconsistent with this Article IV. The holder of each share of the Corporation entitled to vote thereon shall be entitled to cast the same number of votes as the holder of such shares is entitled to cast generally in the election of each director. This Article IV (c) shall not apply, and such two-thirds (2/3) vote shall not be required, with respect to any amendment or repeal of any provision of this Article IV or the adoption of any such inconsistent provision, if such amendment, repeal or adoption is recommended by a majority of the Board of Directors.

(d) The invalidity or unenforceability of this Article IV, or any portion hereof, or of any action taken pursuant to this Article IV shall not affect the validity or enforceability of any other provision of these Amended and Restated Articles of Incorporation, any action taken pursuant to such other provision, or any action taken pursuant to this Article IV.

ARTICLE V

(a) No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or any failure to take action, as a director, except for:

- (1) any appropriation of any business opportunity of the Corporation in violation of the director's duties;
- (2) acts or omissions which involve intentional misconduct or a knowing violation of law;
- (3) the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code; or
- (4) any transaction from which the director received an improper personal benefit.

(b) Any repeal or modification of the provisions of this Article V by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification. If the Georgia Business Corporation Code is amended, after this Article V becomes effective, to authorize corporate action further eliminating or limiting the liability of directors, then, without further corporate action, the liability of a director of the Corporation, in addition to the limitation on liability provided herein, shall be limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

ARTICLE VI

The Corporation shall indemnify its officers and directors to the fullest extent permitted under the Georgia Business Corporation Code. Such indemnification shall not be deemed exclusive of any additional indemnification that the Board of Directors may deem advisable or of any rights to which those indemnified may otherwise be entitled. The Board of Directors of the Corporation may determine from time-to-time whether and to what extent to maintain insurance providing indemnification for officers and directors and such insurance need not be limited to the Corporation's power of indemnification under the Georgia Business Corporation Code. Any repeal or modification of the provisions of this Article VI by the shareholders of the Corporation shall be prospective only and shall not adversely affect any right to indemnification of a director or officer of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

ARTICLE VII

In discharging the duties of their respective positions and in determining what is believed to be in the best interests of the Corporation, the Board of Directors, committees of the Board of Directors, and individual directors, in addition to considering the effects of any action on the Corporation or its shareholders, may consider the interests of the employees, customers, suppliers, and creditors of the Corporation and its subsidiaries, the communities in which offices or other establishments of the Corporation are located, and all other factors such directors consider pertinent; provided, however, that this Article VII shall be deemed solely to grant discretionary authority to the directors and shall not be deemed to provide to any constituency any right to be considered.

ARTICLE VIII

References herein to the Georgia Business Corporation Code shall be deemed to include any amendments to such Code hereinafter enacted. In the event that any of the provisions of these Amended and Restated Articles of Incorporation (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has caused these Amended and Restated Articles of Incorporation to be executed by a duly authorized officer of the Corporation on the 29th day of June, 2001.

CERTEGY INC.

By: /s/ Bruce S. Richards

Bruce S. Richards
Corporate Vice President, General
Counsel and Secretary

CERTEGY INC.
AMENDED AND RESTATED
BYLAWS

Effective as of June 29, 2001

CERTGEY INC.

AMENDED AND RESTATED
BYLAWS

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AMENDED AND RESTATED BYLAWS
OF
CERTEGY INC.

ARTICLE ONE
MEETINGS OF THE SHAREHOLDERS

Section 1.1 Annual Meeting. The annual meeting of the Shareholders of

the Company (the "Annual Meeting") shall be held during the first five months
after the end of each fiscal year of the Company at such time and place, within
or without the State of Georgia, as shall be fixed by the Board of Directors,
for the purpose of electing Directors and for the transaction of such other
business as may be properly brought before the meeting.

Section 1.2 Special Meetings. Special meetings of the Shareholders may

be held at the principal office of the Company in the State of Georgia or at
such other place, within or without the State of Georgia, as may be named in the
call therefor. Such special meetings may be called by the Chairman of the Board
of Directors, the Vice Chairman, the Chief Executive Officer, the President, the
Board of Directors by vote at a meeting, a majority of the Directors in writing
without a meeting, or by unanimous call of the Shareholders.

Section 1.3 Notice of Meetings. Unless waived in accordance with the

Georgia Business Corporation Code as amended from time to time (the "Code"), a
notice of each meeting of Shareholders stating the date, time and place of the
meeting shall be given not less than 10 days nor more than 60 days before the
date thereof to each Shareholder entitled to vote at that meeting. In the case
of an Annual Meeting, the notice need not state the purpose or purposes of the
meeting unless the Articles of Incorporation or the Code requires the purpose or
purposes to be stated in the notice of the meeting. Any irregularity in such
notice shall not affect the validity of the Annual Meeting or any action taken
at such meeting. In the case of a special meeting of the Shareholders, the
notice of meeting shall state the purpose or purposes for which the meeting is
called, and only business within the purpose or purposes described in such
notice may be conducted at the meeting.

Section 1.4 Voting Groups. "Voting group" as used in these Bylaws

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

Section 1.5 Quorum. With respect to shares entitled to vote as a

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

Section 1.6 Vote Required for Action. If a quorum exists, action on a

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

Section 1.7 Adjournments. Whether or not a quorum is present to

organize a meeting, any meeting of Shareholders (including an adjourned meeting) may be adjourned by the holders of a majority of the voting shares represented at the meeting to reconvene at a specific time and place, but no later than 120 days after the date fixed for the original meeting unless the requirements of the Code concerning the selection of a new record date have been met.

Section 1.8 Presiding Officer. The Chairman of the Board shall call

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

Section 1.9 Voting of Shares. Unless the Articles of Incorporation or

the Code provides otherwise, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of Shareholders.

Section 1.10 Proxies. A Shareholder entitled to vote pursuant to

Section 1.9 may vote in person or by proxy pursuant to an appointment of proxy executed by the Shareholder either in writing or pursuant to an electronic or telephonic transmission, provided that the transmission contains or is accompanied by information from which it can be determined that the Shareholder authorized the transmission. An appointment of proxy shall be valid for only one meeting to be specified therein, and any adjournments of such meeting, but shall not be valid for more than eleven months unless expressly provided therein. Appointments of proxy shall be dated and filed with the records of the meeting to which they relate. If the validity of any appointment of proxy is questioned, it must be submitted for examination to the Secretary of the Company or to a proxy officer or committee appointed by the Board of Directors. The Secretary or, if appointed, the proxy officer or committee shall determine the validity or invalidity of any appointment of proxy submitted, and reference by the Secretary in the minutes of the meeting to the regularity of an appointment of proxy shall be received as prima facie evidence of the facts stated for the purpose of establishing the presence of a quorum at the meeting and for all other purposes.

Section 1.11 Record Date. For the purpose of determining Shareholders

entitled to notice of a meeting of the Shareholders, to demand a special meeting, to vote, or to take any other action, the Board of Directors may fix a future date as the record date, which date shall be

not more than 70 days prior to the date on which the particular action, requiring a determination of the Shareholders, is to be taken. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If no record date is fixed by the Board of Directors, the 70th day preceding the date on which the particular action, requiring a determination of the Shareholders, is to be taken shall be the record date for that purpose.

Section 1.12 Shareholder Proposals and Nominations.

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

(b) Only persons who are selected and recommended by the Board of Directors or the committee of the Board of Directors designated to make nominations, or who are nominated by Shareholders in accordance with the procedures set forth in this Section 1.12, shall be eligible for election, or qualified to serve, as Directors. Nominations of individuals for election to the Board of Directors of the Company at any Annual Meeting or any special meeting of Shareholders at which Directors are to be elected may be made by any Shareholder of the Company entitled to vote for the election of Directors at that meeting by compliance with the procedures set forth in this Section 1.12. Nominations by Shareholders shall be made by written notice (a "Nomination Notice"), which shall set forth (i) as to each individual nominated, (A) the name, date of birth, business address and residence address of such individual; (B) the business experience during the past five years of such nominee, including his or her principal occupations and employment during such period, the name and

principal business of any corporation or other organization in which such occupations and employment were carried on, and such other information as to the nature of his or her responsibilities and level of professional competence as may be sufficient to permit assessment of such prior business experience; (C) whether the nominee is or has ever been at any time a director, officer or owner of five percent or more of any class of capital stock, partnership interests or other equity interest of any corporation, partnership or other entity; (D) any directorships held by such nominee in any company with a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or subject to the requirements of Section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940, as amended; (E) whether such nominee has ever been convicted in a criminal proceeding or has ever been subject to a judgment, order, finding or decree of any federal, state or other governmental entity, concerning any violation of federal, state or other law, or any proceeding in bankruptcy, which conviction, order, finding, decree or proceeding may be material to an evaluation of the ability or integrity of the nominee; and (F) all other information relating to such individual that is required to be disclosed in solicitations of proxies for election of Directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934 as amended; and (ii) as to the Person submitting the Nomination Notice and any Person acting in concert with such Person, (X) the name and business address of such Person, (Y) the name and address of such Person as they appear on the Company's books (if they so appear), and (Z) the class and number of shares of the Company that are beneficially owned by such Person. A written consent to being named in a proxy statement as a nominee, and to serve as a Director if elected, signed by the nominee, shall be filed with any Nomination Notice, together with evidence satisfactory to the Company that such nominee has no interests that would limit his or her ability to fulfill his or her duties of office. If the presiding officer at any meeting of the Shareholders determines that a nomination was not made in accordance with the procedures prescribed by these Bylaws, such officer shall so declare to the meeting and the defective nomination shall be disregarded.

(c) If a Shareholder Proposal or Nomination Notice is to be submitted at an Annual Meeting of the Shareholders, it shall be delivered to and received by the Secretary of the Company at the principal executive office of the Company at least 120 days before the first anniversary of the date that the Company's proxy statement was released to Shareholders in connection with the previous year's Annual Meeting of Shareholders. However, if no Annual Meeting of the Shareholders was held in the previous year or if the date of the Annual Meeting of the Shareholders has been changed by more than 30 days from the date contemplated at the time of the previous year's proxy statement, the notice shall be delivered to and received by the Secretary at the principal executive offices of the Company not later than the last to occur of (i) the date that is 150 days prior to the date of the contemplated Annual Meeting or (ii) the date that is 10 days after the date of the first public announcement or other notification to the Shareholders of the date of the contemplated Annual Meeting. Subject to Section 1.3 as to

matters that may be acted upon at a special meeting of the Shareholders, if a Shareholder Proposal or Nomination Notice is to be submitted at a special meeting of the Shareholders, it shall be delivered to the Secretary of the Company at the principal executive office of the Company no later than the close of business on the earlier of (i) the 30th day following the public announcement that a matter will be submitted to a vote of the Shareholders at a special meeting, or (ii) the 10th day following the day on which notice of the special meeting was given. In addition, if a Shareholder intends to solicit proxies from the Shareholders of the Company for any meeting of the Shareholders, such Shareholder shall notify the Company of this intent in accordance with Securities and Exchange Commission Rule 14a-4.

ARTICLE TWO
BOARD OF DIRECTORS

Section 2.1 General. Subject to the Articles of Incorporation, all

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

Section 2.2 Number of Directors and Term of Office. The number of

Directors shall be not less than five, nor more than fifteen and shall be fixed within such range by the Board of Directors. The Directors shall be divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of Directors constituting the entire Board of Directors. Each initial Director in Class I shall hold office for a term that expires at the first Annual Meeting of the Shareholders after his election; each initial Director in Class II shall hold office for a term that expires at the second Annual Meeting of the Shareholders after his election; and each initial Director in Class III shall hold office for a term that expires at the third Annual Meeting of the Shareholders after his election. At each Annual Meeting of the Shareholders, successors to the class of Directors whose term expires at that Annual Meeting of the Shareholders shall be elected for a three-year term. If the number of Directors has changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class as nearly equal as possible. Any additional Director of any class elected by the Shareholders to the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall coincide with the remaining term of that class. Any additional Director of any class elected by the Board of Directors to fill a vacancy resulting from an increase in such a class shall hold office for a term that shall expire at the next Annual Meeting of the Shareholders, and, if such newly-created directorship is to be continued, a nominee therefor shall be submitted to the Shareholders for their vote. In no case shall a decrease in the number of Directors for a class shorten the term of an incumbent Director. A Director shall hold office until the Annual Meeting of the Shareholders for the year in which such Director's term expires and until his or her successor shall be elected and qualified, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

Section 2.3 Election of Directors. Unless otherwise provided in the

Articles of Incorporation or the Code, Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of Shareholders at which a quorum is present.

Section 2.4 Vacancies. Any vacancy on the Board of Directors that

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

Section 2.5 Term Limits. A Director ceasing to continue a regular

business relationship (as defined below) shall automatically retire from the Board, except that a non-employee Director who ceases to continue a regular business relationship may continue serving as a Director until the next Annual Meeting of the Shareholders. Notwithstanding the preceding, a non-employee Director, or a retiring Chairman of the Board and Chief Executive Officer (or either) may, at the request of the Executive Committee and if ratified by the Board, continue to serve as a Director if he or she continues in a position or business activity that the Board determines would be of substantial benefit to the Company. For purposes of this Section 2.5, the expression "regular business relationship" means a relationship as an employee, consultant or officer of a substantial business, professional or educational organization, which requires exercise of business judgment on a regular basis, and which is not lower in seniority than the position with such organization occupied by the Director at the time of the Director's first election to the Board of Directors of the Company.

Section 2.6 Regular Meetings. Regular meetings of the Board of

Directors shall be held at such times as the Board of Directors may determine from time to time.

Section 2.7 Special Meetings. Special meetings of the Board of

Directors shall be held whenever called by the direction of the Chairman of the Board or in his or her absence, any Vice Chairman, or by the Chief Executive Officer. Special meetings of the Board may also be called by one-third of the Directors then in office. Unless otherwise indicated in the notice thereof, any and all business of the Company may be transacted at any special meeting of the Board of Directors.

Section 2.8 Notice of Meetings. Unless waived in accordance with the

Code, notice of each regular or special meeting of the Board of Directors, stating the date, time and place of the meeting, shall be given not less than two days before the date thereof to each Director.

Section 2.9 Quorum; Adjournments. Unless the Code, the Articles of

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

give any notice of the adjourned meeting or of the business to be transacted if the date, time and place of the adjourned meeting are announced at the meeting prior to adjournment.

Section 2.10 Vote Required for Action. If a quorum is present when a

vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Code, the Articles of Incorporation, or these Bylaws provide for the vote of a different number of Directors or of specific Directors.

Section 2.11 Action by Directors Without a Meeting. Any action required

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

Section 2.12 Compensation of Directors. Directors who are salaried

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

ARTICLE THREE
ELECTIONS OF OFFICERS AND COMMITTEES

Section 3.1 Election of Officers. At the April meeting of the Board of

Directors in each year, or, if not done at that time, then at any subsequent meeting, the Board of Directors shall proceed to the election of executive officers of the Company, and of the Executive Committee, as hereinafter provided for.

Section 3.2 Executive Committee. The Board of Directors may elect from

their members an Executive Committee which shall include the Chairman of the Board, the Chief Executive Officer, and the President. The Executive Committee, if any, shall consist of not less than three nor more than five members, the precise number to be fixed by resolution of the Board of Directors from time to time.

(a) Each member shall serve for one year and until his or her successor shall have been elected, unless that term is sooner terminated by the Board of Directors. The Board of Directors shall fill the vacancies in the Executive Committee by election. The Chairman of the Board, if there is one, or, if not, the Chief Executive Officer, shall be the Chairman of the Executive Committee.

(b) All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action, and shall be subject to revision or alteration by the Board of Directors, provided that no rights or interests of third parties shall be affected by any such revision or alteration. The

Executive Committee shall fix its own rules and proceedings, and shall meet where and as provided by such rules or by resolution of the Board of Directors. In every case, the affirmative vote of a majority of all the members of the Committee shall be necessary to its adoption of any resolution.

(c) Except as prohibited by the Code, during the interval between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management of all the affairs of the Company, including the making of contracts, the purchase and sale of property, the execution of legal instruments and all other matters in which specific direction shall not have been given by the Board of Directors.

Section 3.3 Other Committees. The Board of Directors is authorized and

empowered to appoint from its own body or from the officers of the Company, or both, such other committees as it may think best, and may delegate to or confer upon such committees all or such part of its powers except as prohibited by the Code, and may prescribe the exercise thereof as it may deem proper.

ARTICLE FOUR OFFICERS

Section 4.1 Officers; Term Limits. The officers of the Company, unless

otherwise provided by the Board of Directors from time to time, shall consist of the following: a Chairman of the Board, a Chief Executive Officer, a President, a Chief Operating Officer, one or more Vice Presidents (one or more of whom may be designated Executive Vice President, one or more of whom may be designated Corporate Vice President and one or more of whom may be designated Senior Vice President), a Treasurer, and a Secretary, who shall be elected by the Board of Directors. The Board of Directors may from time to time elect a Vice Chairman of the Board. The Board of Directors, or any officer to whom the Board may delegate such authority, may also appoint such other officers as it or they may see fit, and may prescribe their respective duties. All officers, however elected or appointed, may be removed with or without cause by the Board of Directors, and any officer appointed by another officer may also be removed, with or without cause, by the appointing officer or any officer senior to the appointing officer. Any two or more of the offices may be filled by the same person. No person shall serve as Chairman of the Board and Chief Executive Officer (or either), beyond his or her 65th birthday.

Section 4.2 Compensation of Officers. The Board of Directors or

Executive Committee shall approve the salaries of all elected officers and such other employees as may be designated by the Board of Directors or Executive Committee, except that salaries of members of the Executive Committee shall be fixed by the Compensation and Human Resources Committee of the Board of Directors or by the Board of Directors.

Section 4.3 chairman of the board. the chairman of the board shall

preside at all meetings of the shareholders, the board of directors, and the executive committee. except where by law the signature of the chief executive officer or president is required, the chairman of the board shall have the same power as the chief executive officer or president to sign all authorized certificates, contracts, bonds, deeds, mortgages, and other instruments. The chairman

of the board shall have such other powers and duties as from time to time may be assigned by the board of directors.

Section 4.4 Vice Chairman of the Board. It shall be the duty of the

Vice Chairman of the Board, in the absence of the Chairman of the Board, to preside at meetings of the Shareholders, at meetings of the Directors, and at meetings of the Executive Committee. The Vice Chairman shall do and perform all acts incident to the office of Vice Chairman, subject to the approval and direction of the Board of Directors.

Section 4.5 Chief Executive Officer. The Chief Executive Officer shall

direct the business and policies of the Company and shall have such other powers and duties as from time to time may be assigned by the Board of Directors. In the event of a vacancy in the offices of Chairman and Vice Chairman of the Board or during the absence or disability of the Chairman and any Vice Chairman, the Chief Executive Officer shall have all of the rights, powers and authority given hereunder to the Chairman of the Board. The Chief Executive Officer, in the absence of the Chairman and any Vice Chairman of the Board, shall preside at meetings of the Shareholders, at meetings of the Directors and at meetings of the Executive Committee. The Chief Executive Officer may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the Chief Executive Officer shall have the usual powers and duties incident to the office of a Chief Executive Officer of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors or a committee thereof.

Section 4.6 President. The President shall have general charge of the

business of the Company subject to the specific direction and approval of the Board of Directors. If the Chairman or Vice Chairman of the Board is not designated Chief Executive Officer by the Board of Directors, the President shall also serve as Chief Executive Officer of the Company if so designated by the Board of Directors. In the event of a vacancy in the office of Chief Executive Officer or during the absence or disability of the Chief Executive Officer, the President shall serve as Chief Executive Officer and shall have all of the rights, powers and authority given hereunder to the Chief Executive Officer. The President may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the President shall have the usual powers and duties incident to the office of a president of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors, a committee thereof, or the Chief Executive Officer.

Section 4.7 Chief Operating Officer. The Chief Operating Officer shall

have responsibility for the day-to-day operations of the Company. The Chief Operating Officer may sign all authorized certificates, contracts, bonds, deeds, mortgages and other instruments, except in cases in which the signing thereof shall have been expressly and exclusively delegated to some other officer or agent of the Company. In general, the Chief Operating Officer shall have the usual powers and duties incident to the office of a Chief Operating Officer of a corporation and such other powers and duties as from time to time may be assigned by the Board of Directors, a committee thereof, the Chief Executive Officer or the President.

Section 4.8 Executive Vice Presidents. Each shall have authority, on

behalf of the Company, to execute, approve, or accept agreements for service, bids, or other contracts, and shall sign such other instruments as each is authorized or directed to sign by the Board of Directors or a committee thereof or by the Chief Executive Officer or the President. Each shall do and perform all acts incident to the office of the Executive Vice President of the Company or as may be directed by its Board of Directors or its committees or the Chief Executive Officer or the President.

Section 4.9 Vice Presidents. There shall be one or more Vice

Presidents of the Company, as the Board of Directors may from time to time elect. Each Vice President shall have such power and perform such duties as may be assigned by or under the authority of the Board of Directors.

Section 4.10 Treasurer. The Treasurer shall be responsible for the

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

Section 4.11 Secretary. The Secretary shall be responsible for

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

Section 4.12 Voting of Stock. Unless otherwise ordered by the Board of

Directors or Executive Committee, the Chairman of the Board, any Vice Chairman, the Chief Executive Officer, the President or any Executive Vice President of the Company shall have full power and authority in behalf of the Company to attend and to act and to vote at any meetings of shareholders of any corporation in which the Company may hold stock, and at such meetings may possess and shall exercise any and all rights and powers incident to the ownership of such stock exercisable at such meetings. The Board of Directors or Executive Committee, by resolution from time to time, may confer like powers upon any other person or persons.

ARTICLE FIVE
INDEMNIFICATION

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

(a) "Company" includes any domestic or foreign predecessor entity of the Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" or "Officer" means an individual who is or was a member of the Board of Directors or an officer elected by the Board of Directors, respectively, or who, while a member of the Board of Directors or an officer of the Company, is or was serving at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. An individual is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on, or otherwise involve services by, the individual to the plan or to participants in or beneficiaries of the plan. "Director" or "Officer" includes, unless the context otherwise requires, the estate or personal representative of a Director or Officer.

(c) "Disinterested Director" or "Disinterested Officer" means a Director or Officer, respectively, who at the time of an evaluation referred to in subsection 5.5(b) is not:

(1) A Party to the Proceeding; or

(2) An individual having a familial, financial, professional, or employment relationship with the person whose advance for Expenses is the subject of the decision being made with respect to the Proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's or Officer's judgment when voting on the decision being made.

(d) "Expenses" includes counsel fees.

(e) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), and reasonable Expenses incurred with respect to a Proceeding.

(f) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

(h) "Reviewing Party" shall mean the person or persons making the determination as to reasonableness of Expenses pursuant to Section 5.5 of this Article, and shall not include a court making any determination under this Article or otherwise.

Section 5.2 Basic Indemnification Arrangement.

(a) The Company shall indemnify an individual who is a Party to a Proceeding because he or she is or was a Director or Officer against Liability incurred in the Proceeding; provided, however, that the Company shall not indemnify a Director or Officer under this Article for any Liability incurred in a Proceeding in which the Director or Officer is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company:

(1) For any appropriation, in violation of his or her duties, of any business opportunity of the Company;

(2) For acts or omissions which involve intentional misconduct or a knowing violation of law;

(3) For the types of liability set forth in Section 14-2-832 of the Code; or

(4) For any transaction from which he or she received an improper personal benefit.

(b) If any person is entitled under any provision of this Article to indemnification by the Company for some portion of Liability incurred, but not the total amount thereof, the Company shall indemnify such person for the portion of such Liability to which such person is entitled.

Section 5.3 Advances for Expenses.

(a) The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by a Director or Officer who is a Party to a Proceeding because he or she is a Director or Officer if he or she delivers to the Company:

(1) A written affirmation of his or her good faith belief that his or her conduct does not constitute behavior of the kind described in subsection 5.2(a) above; and

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

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

Section 5.4 Court-Ordered Indemnification and Advances for Expenses. A

Director or Officer who is a Party to a Proceeding shall have the rights to court-ordered indemnification and advances for expenses as provided in the Code.

Section 5.5 Determination of Reasonableness of Expenses.

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

(1) If there are two or more Disinterested Directors, by the Board of Directors of the Company by a majority vote of all Disinterested Directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more Disinterested Directors appointed by such a vote; or

(2) If there are fewer than two Disinterested Directors, by the Board of Directors (in which determination Directors who do not qualify as Disinterested Directors may participate); or

(3) By the Shareholders, but shares owned by or voted under the control of a Director or Officer who at the time does not qualify as a Disinterested Director or Disinterested Officer may not be voted on the determination.

(b) Notwithstanding the requirement under subsection 5.5(a) that the Reviewing Party evaluate the reasonableness of Expenses claimed by the proposed indemnitee, any Expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by subsection 5.5(a) within sixty (60) days following the later of:

(1) The Company's receipt of the affirmative undertaking required by Section 5.3(a); or

(2) The Company's receipt of invoices for specific Expenses to be reimbursed or advanced.

Section 5.6 Indemnification of Employees and Agents. The Company may

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

Section 5.7 Liability Insurance. The Company may purchase and maintain

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

Section 5.8 Witness Fees. Nothing in this Article shall limit the

Company's power to pay or reimburse Expenses incurred by a person in connection with his or her appearance as a witness in a Proceeding at a time when he or she is not a Party.

Section 5.9 Report to Shareholders. To the extent and in the manner

required by the Code from time to time, if the Company indemnifies or advances Expenses to a Director or Officer in connection with a Proceeding by or in the right of the Company, the Company shall report the indemnification or advance to the Shareholders.

Section 5.10 No Duplication of Payments; Nonexclusive. The Company shall

not be liable under this Article to make any payment to a person hereunder to the extent such person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder. The rights of a Director or Officer hereunder shall be in addition to any other rights with respect to indemnification, advancement of expenses or otherwise that he or she may have under contract or the Code or otherwise.

Section 5.11 Subrogation. In the event of payment under this Article, the

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

Section 5.12 Contract Rights. The right to indemnification and advancement

of Expenses conferred hereunder to Directors and Officers shall be a contract right and shall not be affected adversely to any Director or Officer by any amendment of these Bylaws with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision

shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of these Bylaws.

Section 5.13 Amendments. It is the intent of the Company to indemnify and

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

ARTICLE SIX CAPITAL STOCK

Section 6.1 Direct Registration of Shares. The Company may, with the

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

Section 6.2 Certificates for Shares. Except for shares represented in

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

Section 6.3 Transfer of Shares. The Board of Directors shall have

authority to appoint a transfer agent and/or a registrar for the shares of its capital stock, and to empower them or either of them in such manner and to such extent as it may deem best, and to remove such agent or agents from time to time, and to appoint another agent or other agents. Transfers of shares shall be made upon the transfer books of the Company, kept at the office of the transfer agent designated to transfer the shares, only upon direction of the registered owner, or by an attorney lawfully constituted in writing. With respect to certificated shares, before a new certificate is issued, the old certificate shall be surrendered for cancellation or, in the case of a certificate

alleged to have been lost, stolen, or destroyed, the requirements of Section 6.5 of these Bylaws shall have been met. Transfer of shares shall be in accordance with such reasonable rules and regulations as may be made from time to time by the Board of Directors.

Section 6.4 Duty of Company to Register Transfer. Notwithstanding any of

the provisions of Section 6.3 of these Bylaws, the Company is under a duty to register the transfer of its shares only if:

- (a) the certificate or transfer instruction is endorsed by the appropriate person or persons; and
- (b) reasonable assurance is given that the endorsement or affidavit is genuine and effective; and
- (c) the Company either has no duty to inquire into adverse claims or has discharged that duty; and
- (d) the requirements of any applicable law relating to the collection of taxes have been met; and
- (e) the transfer in fact is rightful or is to a bona fide purchaser.

Section 6.5 Lost, Stolen or Destroyed Certificates. Any person claiming a

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

Section 6.6 Authorization to Issue Shares and Regulations Regarding

Transfer and Registration. The Board of Directors, the Executive Committee and

any other committee of the Board of Directors so authorized by it shall have power and authority to issue shares of capital stock of the Company and to make all such rules and regulations as, respectively, they may deem expedient concerning the transfer and registration of shares of the capital stock of the Company.

ARTICLE SEVEN
DISTRIBUTIONS AND DIVIDENDS

Section 7.1 Authorization or Declaration. Unless the Articles of

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

Section 7.2 Record Date with Regard to Distributions and Share Dividends.

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

ARTICLE EIGHT
MISCELLANEOUS

Section 8.1 Corporate Seal. The corporate seal of the Company shall be in

such form as the Board of Directors may from time to time determine. If at any time it is inconvenient to use the corporate seal of the Company, the signature or name of the Company followed by or used in conjunction with the words "Corporate Seal" or "Seal" or words of similar import shall be deemed the seal of the Company.

Section 8.2 Inspection of Books and Records. The Board of Directors shall

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

Section 8.3 Conflict with Articles of Incorporation or Code. To the

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

Section 8.4 Severability. In the event that any of the provisions of

these Bylaws (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of these Bylaws shall remain enforceable to the fullest extent permitted by law.

ARTICLE NINE
AMENDMENTS

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

Incorporation:

- (a) the Board of Directors shall have power to alter, amend or repeal these Bylaws or adopt new Bylaws; and
- (b) any Bylaws adopted by the Board of Directors may be altered, amended or repealed, and new Bylaws may be adopted, by the Shareholders, as provided by the Code; and
- (c) Articles Ten and Eleven of these Bylaws shall be amended only in the manner provided by relevant provisions of the Code.

ARTICLE TEN
FAIR PRICE REQUIREMENTS

Section 10.1 Fair Price Requirements. All of the requirements of Article

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

ARTICLE ELEVEN
BUSINESS COMBINATIONS

Section 11.1 Business Combinations. All of the requirements of Article 11,

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

RIGHTS AGREEMENT

This RIGHTS AGREEMENT, dated as of June 29, 2001 (this "Agreement"), is made and entered into by and between Certegy Inc., a Georgia corporation (the "Company"), and SunTrust Bank, a Georgia banking corporation (the "Rights Agent").

RECITALS

WHEREAS, on June 29, 2001, the Board of Directors of the Company authorized and declared a dividend distribution of one right ("Right") for each share of Common Stock, par value \$.01 per share, of the Company (a "Common Share") outstanding as of the Close of Business (as hereinafter defined) on July 6, 2001 (the "Record Date"), each Right initially representing the right to purchase one Common Share, upon the terms and subject to the conditions herein set forth, and further authorized and directed the issuance of one Right with respect to each Common Share issued or delivered by the Company (whether originally issued or delivered from the Company's treasury) after the Record Date but prior to the earlier of the Distribution Date (as hereinafter defined) and the Expiration Date (as hereinafter defined).

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

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

(a) "Acquiring Person" shall mean any Person (other than the Company or any Subsidiary of the Company or any employee benefit or stock ownership plan of the Company or of any Subsidiary of the Company or any entity holding Common Shares for or pursuant to the terms of any such plan or, prior to the Spinoff Date, Equifax Inc. or any of its Affiliates or Associates) who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Common Shares then outstanding; provided, however, that a Person shall not be deemed to have become an Acquiring Person solely as a result of a reduction in the number of Common Shares outstanding or solely as a result of any acquisition that is approved in advance by the Board of Directors of the Company, in each case unless and until such time as (i) such Person or any Affiliate or Associate of such Person shall thereafter become the Beneficial Owner of any additional Common Shares, other than as a result of a stock dividend, stock split or similar transaction effected by the Company in which all holders of Common Shares are treated equally or in a transaction that is approved in advance by the Board of Directors, or (ii) any other Person who is the Beneficial Owner of any Common Shares shall thereafter become an Affiliate or Associate of such Person. Notwithstanding the foregoing, if the Board of Directors determines in good faith that a Person who otherwise would be an Acquiring Person as defined under the foregoing provisions of this Section 1(a) has become such inadvertently, and such Person has divested or agrees to divest as promptly as practicable (as determined by the Board of Directors of the Company) a sufficient number of Common Shares so that such Person would no longer be an Acquiring Person as defined under the foregoing provisions, then such Person shall not be deemed an Acquiring Person for any purposes of this

Agreement unless and until such Person shall again become an Acquiring Person as herein defined.

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

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

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

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

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

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

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

(f) "Common Shares" when used with reference to the Company shall mean the Common Stock, par value \$.01 per share, of the Company; provided, however, that, if the Company is the continuing or surviving corporation in a transaction described in Section 11(a)(ii) or Section 13(a)(ii) hereof, "Common Shares" when used with reference to the Company shall mean the capital stock or equity security with the greatest aggregate voting power of the Company. Common Shares when used with reference to any corporation or other legal entity, other than the Company, including an Issuer, shall mean the capital stock or equity security with the greatest aggregate voting power of such corporation or other legal entity.

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

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

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

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

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

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

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

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

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

(p) "NYSE" shall mean the New York Stock Exchange, Inc.

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

(r) "Purchase Price" shall mean initially \$125.00 per Common Share, and shall be subject to further adjustment from time to time as provided in this Agreement.

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

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

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

(v) "Rights Agent" shall mean SunTrust Bank, unless and until a successor Rights Agent shall have become such pursuant to the terms of this Agreement, and thereafter, "Rights Agent" shall mean such successor Rights Agent.

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

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

(y) "Spinoff Date" shall mean the time at which Equifax Inc. shall distribute all of the Common Shares of the Company it owns to its shareholders pursuant to the Distribution Agreement, Plan of Reorganization and Distribution dated as of June 30, 2001, as amended or supplemented from time to time.

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

any corporation or other legal entity of which at least 20% of the voting power of the voting equity securities or equity interests is owned, directly or indirectly, by such Person.

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

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

Section 2. Appointment of Rights Agent. The Company hereby appoints the Rights Agent to act as agent for the Company and the holders of the Rights (who, in accordance with Section 3 hereof, shall also be, prior to the Distribution Date, the holders of the Common Shares) in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment and hereby certifies that it complies with the requirements of the NYSE governing transfer agents and registrars. The Company may from time to time act as Co-Rights Agent or appoint such Co-Rights Agents as it may deem necessary or desirable. Any actions which may be taken by the Rights Agent pursuant to the terms of this Agreement may be taken by any such Co-Rights Agent. To the extent that any Co-Rights Agent takes any action pursuant to this Agreement, such Co-Rights Agent shall be entitled to all of the rights and protections of and subject to all of the applicable duties and obligations imposed upon, the Rights Agent pursuant to the terms of this Agreement.

Section 3. Issue of Right Certificates.

(a) Until the Distribution Date, (i) the Rights shall be evidenced by the certificates representing Common Shares registered in the names of the record holders thereof (which certificates representing Common Shares shall also be deemed to be Right Certificates), (ii) the Rights shall be transferable only in connection with the transfer of the underlying Common Shares, and (iii) the surrender for transfer of any certificates evidencing Common Shares in respect of which Rights have been issued shall also constitute the transfer of the Rights associated with the Common Shares evidenced by such certificates.

(b) Promptly upon request, the Company shall send a copy of this Agreement by first-class, postage prepaid mail, to any record holder of Common Shares requesting the same (or, at the Company's option, shall send a letter summarizing the terms of the Rights), at the address of such holder shown on the records of the Company as of such date.

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

or with any rule or regulation of any stock exchange or transaction reporting system on which the Common Shares may from time to time be listed or quoted, or to conform to usage:

This Certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between Certegy Inc. and SunTrust Bank, dated as of June 29, 2001 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of Certegy Inc. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be redeemed, may expire, may be amended or may be evidenced by separate certificates and no longer be evidenced by this Certificate. Certegy Inc. will mail to the holder of this Certificate a copy of the Rights Agreement without charge promptly after receipt of a written request therefor. Under certain circumstances as set forth in the Rights Agreement, Rights beneficially owned by an Acquiring Person or any Affiliate or Associate of an Acquiring Person (as such terms are defined in the Rights Agreement) may become null and void.

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

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

(b) Any Rights Certificate issued hereunder that represents Rights beneficially owned by (i) an Acquiring Person or any Associate or Affiliate of an Acquiring Person, (ii) a transferee of an Acquiring Person (or an any such Associate or Affiliate) who becomes a transferee after the Acquiring Person becomes such, or (iii) a transferee of an Acquiring Person (or of any such Associate or Affiliate) who becomes a transferee prior to or concurrently with the Acquiring Person becoming such and receives such Rights pursuant to either (A) a transfer (whether or not for consideration) from the Acquiring Person to holders of equity interests in such Acquiring

Person or to any Person with whom such Acquiring Person has any continuing agreement, arrangement or understanding regarding the transferred Rights or (b) a transfer that the Board of Directors of the Company has determined is part of a plan, arrangement or understanding that has the primary purpose or effect the avoidance of Section 7(d) hereof, and any Right Certificate issued pursuant to Section 6 or Section 11 hereof upon transfer, exchange, replacement or adjustment of any other Right Certificate referred to in this sentence, shall contain (to the extent feasible) the following legend:

The Rights represented by this Right Certificate are or were beneficially owned by Person who was or became an Acquiring Person or an Affiliate or Associate of an Acquiring Person (as such terms are defined in the Rights Agreement). Accordingly, this Right Certificate and the Rights represented hereby may become null and void in the circumstances specified in the Rights Agreement.

Section 5. Countersignature and Registration.

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

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

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

(a) Subject to the provisions of Sections 7(d) and 14 hereof, at any time after the Close of Business on the Distribution Date and prior to the Expiration Date, any Right Certificate

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

(b) Upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and of indemnity or security reasonably satisfactory to them, and reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company shall prepare, execute and deliver a new Right Certificate of like tenor to the Rights Agent and the Rights Agent shall countersign and deliver such new Right Certificate to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

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

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

11(d) hereof) on the Trading Day immediately preceding the date of the first occurrence of a Triggering Event.

(b) Upon receipt of a Right Certificate representing exercisable Rights with the form of election to purchase duly executed, accompanied by either payment as described in Section 7(a) above or a duly completed election to exercise without payment of cash, the Rights Agent shall promptly (i) requisition from any transfer agent of the Common Shares (or make available, if the Rights Agent is the transfer agent) certificates representing the number of Common Shares to be purchased (and the Company hereby irrevocably authorizes and directs its transfer agent to comply with all such requests), (ii) after receipt of such certificates, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, (iii) when appropriate, requisition from the Company or any transfer agent therefor (or make available, if the Rights Agent is the transfer agent) certificates representing the number of equivalent common shares to be issued in lieu of the issuance of Common Shares in accordance with the provisions of Section 11(a)(iii) hereof, (iv) when appropriate, after receipt of such certificates, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, (v) when appropriate, requisition from the Company the amount of cash to be paid in lieu of the issuance of fractional shares in accordance with the provisions of Section 14 hereof or in lieu of the issuance of Common Shares in accordance with the provisions of Section 11(a)(iii) hereof, (vi) when appropriate, after receipt, deliver such cash to or upon the order of the registered holder of such Right Certificate, and (vii) when appropriate, deliver any due bill or other instrument provided to the Rights Agent by the Company for delivery to the registered holder of such Right Certificate as provided by Section 11(1) hereof.

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

(d) Notwithstanding anything in this Agreement to the contrary, from and after the later of the Distribution Date and the first occurrence of a Triggering Event, any Rights beneficially owned by (i) an Acquiring Person or an Associate or Affiliate of an Acquiring Person, (ii) a transferee of an Acquiring Person (or of any such Associate or Affiliate) who becomes a transferee after the Acquiring Person becomes such, or (iii) a transferee of an Acquiring Person (or of any such Associate or Affiliate) who becomes a transferee prior to or concurrently with the Acquiring Person becoming such and receives such rights pursuant to either (A) a transfer (whether or not for consideration) from the Acquiring Person to holders of equity interests in such Acquiring Person or to any Person with whom the Acquiring Person has any continuing agreement, arrangement or understanding regarding the transfer of Rights, or (B) a transfer that the Board of Directors of the Company has determined is part of a plan, arrangement or understanding that has as a primary purpose or effect the avoidance of this Section 7(d), shall become null and void without any further action, no holder of such Rights shall have any rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise, and any Right Certificate delivered to the Rights Agent for transfer to

an Acquiring Person or any Affiliate or Associate thereof shall be cancelled. The Company shall use all reasonable efforts to ensure that the provisions of this Section 7(d) and Section 4(b) hereof are complied with, but shall have no liability to any holder of Rights Certificates or other Person as a result of its failure to make any determinations with respect to an Acquiring Person or its Affiliates, Associates or transferees hereunder.

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

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

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

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

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

(c) It shall pay when due and payable any and all federal and state transfer taxes and charges that may be payable in respect of the issuance or delivery of the Right Certificates and of any certificates representing securities issued upon the exercise of Rights; provided, however, that the Company shall not be required to pay any transfer tax or charge which may be payable in

respect of any transfer or delivery of Right Certificates to a person other than, or the issuance or delivery of certificates representing securities issued upon the exercise of Rights in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise, or to issue or deliver any certificates representing securities issued upon the exercise of any Rights until any such tax or charge shall have been paid (any such tax or charge being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Company's reasonable satisfaction that no such tax is due.

(d) It shall use its best efforts (i) to file on an appropriate form, as soon as practicable following the later of the first occurrence of a Triggering Event or the Distribution Date, a registration statement under the Securities Act with respect to the securities issuable upon exercise of the Rights, (ii) to cause such registration statement to become effective as soon as practicable after such filing, and (iii) to cause such registration statement to remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (A) the date as of which the Rights are no longer exercisable for such securities and (B) the Expiration Date. The Company shall also take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Company may temporarily suspend, for a period of time after the date set forth in clause (i) of the first sentence of this Section 9(d), the exercisability of the Rights in order to prepare and file such registration statement and to permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. In addition, if the Company shall determine that a registration statement should be filed under the Securities Act or any state securities laws following the Distribution Date, the Company may temporarily suspend the exercisability of the Rights in each relevant jurisdiction until such time as a registration statement has been declared effective and, upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding anything in this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction if the requisite registration or qualification in such jurisdiction shall not have been effected or the exercise of the Rights shall not be permitted under applicable law.

(e) Notwithstanding anything in this Agreement to the contrary, after the Distribution Date it shall not, except as permitted by Section 23, 26 or 27 hereof, take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will eliminate or otherwise diminish the benefits intended to be afforded by the Rights.

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

Section 10. Record Date. Each Person in whose name any certificate representing Common Shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Common Shares represented thereby on, and such certificate shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and all applicable transfer taxes) was made; provided, however, that if the date of such surrender and payment is a date upon which the Common Shares transfer books of the Company are closed, such Person shall be deemed to have become the record holder of such securities on, and such certificate shall be dated, the next succeeding Business Day on which the Common Shares transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a shareholder of the Company with respect to securities for which the Rights shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

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

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

(ii) Subject to the provisions of Section 23, 26 or 27 hereof, in the event that:

(A) any Acquiring Person or any Affiliate or Associate of any Acquiring Person, at any time after the date of this Agreement, directly or indirectly, shall (1) merge into the Company or otherwise combine with the Company and the Company shall be the continuing or surviving corporation of such merger or combination (other than in a transaction subject to Section 13

hereof), (2) merge or otherwise combine with any Subsidiary of the Company, (3) in one or more transactions (other than in connection with the exercise or exchange of Rights or the exercise or conversion of securities exercisable for or convertible into shares of any class of capital stock of the Company or any of its Subsidiaries) transfer any assets to the Company or any of its Subsidiaries in exchange (in whole or in part) for shares of any class of capital stock of the Company or any of its Subsidiaries or for securities exercisable for or convertible into shares of any class of capital stock of the Company or any of its Subsidiaries, or otherwise obtain from the Company or any of its Subsidiaries, with or without consideration, any additional shares of any class of capital stock of the Company or any of its Subsidiaries or securities exercisable for or convertible into shares of any class of capital stock of the Company or any of its Subsidiaries (other than as part of a pro rata distribution to all holders of such shares of any class of capital stock of the Company, or any of its Subsidiaries), (4) sell, purchase, lease, exchange, mortgage, pledge, transfer or otherwise dispose (in one or more transactions), to, from, with or of, as the case may be, the Company or any of its Subsidiaries (other than in a transaction subject to Section 13 hereof), assets, including securities, on terms and conditions less favorable to the Company than the Company would be able to obtain in arm's-length negotiation with an unaffiliated third party, (5) receive any compensation from the Company or any of its Subsidiaries other than compensation as a director or for full-time employment as a regular employee, in either case, at rates in accordance with the Company's (or its Subsidiaries') past practices, or (6) receive the benefit, directly or indirectly (except proportionately as a shareholder), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantage provided by the Company or any of its Subsidiaries; or

(B) during such time as there is an Acquiring Person, there shall be any reclassification of securities (including any reverse stock split), or recapitalization of the Company, or any merger or consolidation of the Company with any of its Subsidiaries or any other transaction or series of transactions involving the Company or any of its Subsidiaries (whether or not with or into or otherwise involving an Acquiring Person), other than a transaction subject to Section 13 hereof, which has the effect, directly or indirectly, of increasing by more than 1% the proportionate share of the outstanding shares of any class of equity securities or of securities exercisable for or convertible into equity securities of the Company or any of its Subsidiaries of which an Acquiring Person or any Affiliate or Associate of any Acquiring Person, is the Beneficial Owner; or

(C) any Acquiring Person shall at any time after the date of this Agreement, become the Beneficial Owner of 20% or more of the Common Shares then outstanding (other than pursuant to any transaction set forth in Section 13(a) hereof); provided, however, that a Person shall not be deemed to have become the Beneficial Owner of 20% or more of the Common Shares then outstanding for the purposes of this Section 11(a)(ii)(C) solely as a result of a reduction in the number of Common Shares outstanding or solely as a result of any acquisition that is

approved in advance by the Board of Directors of the Company, in each case unless and until such time as (1) such Person or any Affiliate or Associate of such Person shall thereafter become the Beneficial Owner of any additional Common Shares, other than as a result of a stock dividend, stock split or similar transaction effected by the Company in which all holders of Common Shares are treated equally or in a transaction that is approved in advance by the Board of Directors, or (2) any other Person who is the Beneficial Owner of any Common Shares shall thereafter become an Affiliate or Associate of such Person; then, and in each such case, proper provision shall be made so that each holder of a Right, except as provided below, shall thereafter have a right to receive, upon exercise thereof in accordance with the terms of this Agreement at an exercise price per Right equal to the product of the then-current Purchase Price multiplied by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, such number of Common Shares as shall equal the result obtained by (x) multiplying the then-current Purchase Price by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, and dividing that product by (y) 50% of the current per share market price of the Common Shares (determined pursuant to Section 11(d) hereof) on the date of the first occurrence of a Triggering Event.

(iii) Upon the occurrence of the Distribution Date or a Flip-in Event, if there shall not be sufficient Common Shares authorized but unissued or issued but not outstanding to permit the issuance of all the Common Shares issuable in accordance with the provisions hereof upon the exercise of a Right, the Board of Directors of the Company shall use its best efforts promptly to authorize and, subject to the provisions of Section 9(d) hereof, make available for issuance additional Common Shares or other equity securities of the Company having equivalent voting rights and an equivalent value (as determined in good faith by the Board of Directors of the Company) to the Common Shares (for purposes of this Section 11(a)(iii), "equivalent common shares"). In the event that equivalent common shares are so authorized, upon the exercise of a Right in accordance with the provisions of Section 7 hereof, the registered holder shall be entitled to receive (A) Common Shares, to the extent any are available and (B) a number of equivalent common shares, which the Board of Directors of the Company shall have determined in good faith to have a value equivalent to the excess of (x) the aggregate current per share market value of all the Common Shares issuable in accordance with subsection (ii) hereof upon the exercise of a Right (the "Exercise Value") over (y) the aggregate current per share market value of any Common Shares available for issuance upon the exercise of such Right; provided, however, that if at any time after 90 calendar days after the first occurrence of a Flip-in Event, there shall not be sufficient Common Shares and/or equivalent common shares available for issuance upon the exercise of a Right, then the Company shall be obligated to deliver, upon the surrender of such Right and without requiring payment of the Purchase Price, Common Shares (to the extent available), equivalent common shares (to the extent available) and then cash (to the extent permitted by applicable law and any agreements or instruments to which the Company is a party in effect immediately prior to the first occurrence of any Flip-in Event), which securities and cash shall have an aggregate value equal to the excess of

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

(b) In the event that the Company shall fix a record date for the issuance of rights, options or warrants to all holders of Common Shares entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Common Shares (or securities having equivalent rights, privileges and preferences as the Common Shares (for purposes of this Section 11(b), "equivalent common shares")) or securities convertible into Common Shares or equivalent common shares at a price per Common Share or equivalent common share (or having a conversion price per share, if a security convertible into Common Shares or equivalent common shares) less than the current per share market price of the Common Shares (determined pursuant to Section 11(d) hereof) on such record date, the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of Common Shares outstanding on such record date plus the number of Common Shares which the aggregate offering price of the total number of Common Shares and/or equivalent common shares so to be offered (and/or the aggregate initial conversion price of the convertible securities so to be offered) would purchase at such current per share market price and the denominator of which shall be the number of Common Shares outstanding on such record date plus the number of additional Common Shares and/or equivalent common shares to be offered for subscription or purchase (or into which the convertible securities so to be offered are initially convertible). In case such subscription price may be paid in a consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent. Common Shares owned by or held for the account of the Company shall not be deemed outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights, options or warrants are not so issued, the Purchase Price shall be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(c) In the event that the Company shall fix a record date for the making of a distribution to all holders of Common Shares (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing or surviving corporation) of evidences of indebtedness, cash (other than a regular periodic cash dividend), assets, stock (other than a dividend payable in Common Shares) or subscription rights, options or warrants (excluding those referred to in Section 11(b) hereof), the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the current per share market price of the Common Shares (as determined pursuant to Section 11(d) hereof) on such record date or, if earlier, the date on which Common Shares begin to trade on an ex-

dividend or when-issued basis for such distribution, less the fair market value (as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent) of the portion of the evidences of indebtedness, cash, assets or stock so to be distributed or of such subscription rights, options or warrants applicable to one Common Share, and the denominator of which shall be such current per share market price of the Common Shares. Such adjustments shall be made successively whenever such a record date is fixed; and in the event that such distribution is not so made, the Purchase Price shall again be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

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

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

than the earlier of (i) three years from the date of the transaction which requires such adjustment and (ii) the Expiration Date.

(f) If as a result of an adjustment made pursuant to Section 11(a) hereof, the holder of any Right thereafter exercised shall become entitled to receive any securities of the Company other than Common Shares, thereafter the number of such other securities so receivable upon exercise of any Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Common Shares contained in this Section 11, and the provisions of Sections 7, 9, 10 and 13 hereof with respect to the Common Shares shall apply on like terms to any such other securities.

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

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

(i) The Company may elect, on or after the date of any adjustment of the Purchase Price, to adjust the number of Rights in substitution for any adjustment in the number of Common Shares issuable upon the exercise of a Right. Each of the Rights outstanding after such adjustment of the number of Rights shall be exercisable for the number of Common Shares for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one-thousandth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Company shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least 10 calendar days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 11(i), the Company shall, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to the provisions of Section 14 hereof, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Company, shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates

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

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

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

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

(m) Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to make such reductions in the Purchase Price, in addition to those adjustments expressly required by this Section 11, as and to the extent that in its good faith judgment the Board of Directors of the Company shall determine to be advisable in order that any (i) consolidation or subdivision of the Common Shares, (ii) issuance wholly for cash of Common Shares at less than the current per share market price therefor, (iii) issuance wholly for cash of Common Shares or securities which by their terms are convertible into or exchangeable for Common Shares, (iv) stock dividends, or (v) issuance of rights, options or warrants referred to in this Section 11, hereafter made by the Company to holders of its Common Shares shall not be taxable to such shareholders.

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

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

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

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

(ii) any Person shall consolidate with the Company, or merge with or into the Company and the Company shall be the continuing or surviving corporation of such merger or consolidation and, in connection with such merger or consolidation, all or part of the Common Shares shall be changed into or exchanged for stock or other securities of any other Person or cash or any other property; or

(iii) the Company shall be a party to any statutory share exchange with any other Person; or

(iv) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power (including, without limitation, securities creating any obligation on the part of the Company and/or any of its Subsidiaries) representing in the aggregate more than 50% of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any Person or Persons; then, and in each such case, proper provision shall be made so that (A) each holder of a Right (except as otherwise provided herein) shall thereafter have the right to receive, upon the exercise thereof in accordance with the terms of this Agreement at an exercise price per Right equal to the product of the then-current Purchase Price multiplied by the number of Common Shares for which a Right was exercisable immediately prior to the first occurrence of a Triggering Event, such number of validly authorized and issued, fully paid, nonassessable and freely tradable Common Shares of the Issuer, free and clear of any liens, encumbrances and other adverse claims and not subject to any rights of call or first refusal, as shall be equal to the result obtained by (x) multiplying the then-current Purchase Price by the number of Common Shares for which a Right is exercisable immediately prior to the first occurrence of a Triggering Event and dividing that product by (y) 50% of the current per share market price of the Common Shares of the Issuer (determined pursuant to Section 11(d) hereof), on the date of consummation of such Flip-over Event; (B) the Issuer shall thereafter be liable for, and shall assume, by virtue of the consummation of such Flip-over Event, all the obligations and duties of the Company pursuant to this Agreement; (C) the term "Company" shall thereafter be deemed to refer to the Issuer; and (D) the Issuer shall take such steps (including, without limitation, the reservation of a sufficient number of its Common Shares to permit the exercise of all outstanding Rights) in connection with such consummation as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be possible, in relation to its Common Shares thereafter deliverable upon the exercise of the Rights.

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

(c) The Company shall not consummate any Flip-over Event, unless the Issuer shall have a sufficient number of authorized Common Shares (or other securities as contemplated in Section 13(b) above) which have not been issued or reserved for issuance to permit the exercise in full of the Rights in accordance with this Section 13 and unless prior to such consummation the Company and the Issuer shall have executed and delivered to the Rights Agent a supplemental agreement providing for the terms set forth in subsections (a) and (b) of this Section 13 and further providing that as promptly as practicable after the consummation of any Flip-over Event, the Issuer shall:

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

prospectus at all times meeting the requirements of the Securities Act) until the Expiration Date;

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

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

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

Section 14. Fractional Rights and Fractional Securities.

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

(b) The Company shall not be required to issue fractions of Common Shares or other securities issuable upon exercise or exchange of the Rights or to distribute certificates which evidence any such fractional securities. In lieu of issuing any such fractional securities, the Company may pay to any Person to whom or which such fractional securities would otherwise be issuable an amount in cash equal to the same fraction of the current market value of one such

security. For purposes of this Section 14(b), the current market value of a Common Share or other security issuable upon the exercise or exchange of Rights shall be the closing price thereof (as determined in the same manner as set forth for Common Shares in the second sentence of Section 11(d) hereof) for the Trading Day immediately prior to the date of such exercise or exchange; provided, however, that if neither the Common Shares nor any such other securities are publicly held or listed or admitted to trading on any national securities exchange, or the subject of available bid and asked quotes, the current market value of one Common Share or such other security shall be determined in good faith by the Board of Directors of the Company.

Section 15. Rights of Action. All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of the Common Shares); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of the Common Shares), without the consent of the Rights Agent or of the holder of any other Right Certificate (or, prior to the Distribution Date, of the holder of any Common Shares), may in his own behalf and for his own benefit enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, his right to exercise Rights evidenced by such Right Certificate or Common Share certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and shall be entitled to specific performance of the obligations under this Agreement, and injunctive relief against actual or threatened violations of the obligations of any Person subject to this Agreement.

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

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

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

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

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

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

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

Section 18. Concerning the Rights Agent.

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

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

document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.

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

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

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

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

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

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

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

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

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

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any adjustment required under the provisions of Section 11 or Section 13 hereof (including any adjustment which results in Rights becoming void) or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after actual notice of any such adjustment); nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of stock or other securities to be issued pursuant to this Agreement or any Right Certificate or as to whether any shares of stock or other securities will, when issued, be validly authorized and issued, fully paid and nonassessable.

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

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

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

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents,

and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof. The Rights Agent shall not be under any duty or responsibility to insure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of Right Certificates.

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

Section 21. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 calendar days' notice in writing mailed to the Company and to each transfer agent of the Common Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 calendar days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 calendar days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or of the State of Georgia or the State of New York (or of any other state of the United States so long as such corporation is authorized to do business as a banking institution in the State of Georgia or the State of New York), in good standing, having a principal office in the State of Georgia or the State of New York, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$50 million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality

or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

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

Section 23. Redemption.

(a) The Board of Directors of the Company may, at its option, redeem all but not less than all of the then-outstanding Rights at the Redemption Price at any time prior to the Close of Business on the later of (i) the Distribution Date and (ii) the Share Acquisition Date, or on such later date as the Board of Directors may designate prior to such time as the Rights are no longer redeemable hereunder.

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

the Company in good faith) or any combination thereof.

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

(d) If, following the occurrence of a Share Acquisition Date and following the expiration of the right of redemption hereunder, (i) a Person who is an Acquiring Person shall have transferred or otherwise disposed of a number of Common Shares in one transaction or series of transactions, not directly or indirectly involving the Company or any of its Subsidiaries, which did not result in the occurrence of a Triggering Event such that such Person is thereafter the Beneficial Owner of 10% or less of the outstanding Common Shares, and (ii) there are no other Persons immediately following the occurrence of the event described in clause (i) who are Acquiring Persons, then the right of redemption hereunder shall be reinstated and shall thereafter be exercisable subject to the provisions of this Section 23.

Section 24. Notice of Certain Events.

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

or the date of participation therein by the holders of the Common Shares, whichever shall be the earlier.

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

Section 25. Notices.

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

Certegy Inc.

Attention: Corporate Secretary

(b) Subject to the provisions of Section 21 hereof, any notice or demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

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

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

Section 26. Supplements and Amendments. Prior to the Distribution Date and subject to the last sentence of this Section 26, the Company may in its sole and absolute discretion and the Rights Agent shall, if the Company so directs, supplement or amend any provision of this Agreement without the approval of any holders of Rights or shares of the Company. From and after the Distribution Date and subject to the last sentence of this Section 26, the Company may in its sole and absolute discretion and the Rights Agent shall, if the Company so directs, supplement or amend this Agreement without the approval of any holders of Right Certificates in order (i) to cure any ambiguity, (ii) to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions herein, (iii) to shorten or

lengthen any time period hereunder, or (iv) to supplement or amend the provisions hereunder in any manner which the Company may deem desirable, including, without limitation, the addition of other events requiring adjustment to the Rights under Sections 11 or 13 hereof or procedures relating to the redemption of the Rights, which supplement or amendment shall not, in the good faith determination of the Board of Directors of the Company, adversely affect the interests of the holders of Right Certificates (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person). Upon the delivery of a certificate from an officer of the Company that states that the proposed supplement or amendment is in compliance with the terms of this Section 26, the Rights Agent shall execute such supplement or amendment; provided, however, that the failure or refusal of the Rights Agent to execute such supplement or amendment shall not affect the validity of any supplement or amendment adopted by the Company, any of which shall be effective in accordance with the terms thereof. Notwithstanding anything in this Agreement to the contrary, no supplement or amendment shall be made at such time as the Rights are not then redeemable which decreases the stated Redemption Price or the period of time remaining until the Final Expiration Date or which modifies a time period relating to when the Rights may be redeemed.

Section 27. Exchange.

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

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

exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii) hereof) held by each holder of Rights.

(c) In any exchange pursuant to this Section 27, the Company, at its option, may substitute for any Common Share exchangeable for a Right, (i) equivalent common shares (as such term is used in Section 11(a)(iii) hereof), (ii) cash, (iii) debt securities of the Company, (iv) other assets, or (v) any combination of the foregoing, in any event having an aggregate value which the Board of Directors of the Company shall have determined in good faith to be equal to the current market value of one Common Share (determined pursuant to Section 11(d) hereof) on the Trading Day immediately preceding the date of exchange pursuant to this Section 27.

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

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

Section 30. Determinations and Actions by the Board of Directors, etc. For all purposes of this Agreement, any calculation of the number of Common Shares or other securities outstanding at any particular time, including for purposes of determining the particular percentage of such outstanding shares of which any Person is the Beneficial Owner, shall be made in accordance with the last sentence of Rule 13d-3(d)(1)(i) of the General Rules and Regulations under the Exchange Act as in effect on the date of this Agreement. The Board of Directors of the Company shall have the exclusive power and authority to administer this Agreement and to exercise all rights and powers specifically granted to the Board of Directors or to the Company, or as may be necessary or advisable in the administration of this Agreement, including, without limitation, the right and power to (i) interpret the provisions of this Agreement, and (ii) make all determinations deemed necessary or advisable for the administration of this Agreement (including a determination to redeem or exchange or not to redeem or exchange the Rights or to supplement or amend the Agreement). All such actions, calculations, interpretations and determinations (including, for purposes of clause (y) below, all omissions with respect to the foregoing) which are done or made by the Board of Directors in good faith, shall (x) be final, conclusive and binding on the Company, the Rights Agent, the holders of the Rights and all other parties, and (y) not subject any member of the Board to any liability to the holders of the Rights.

Section 31. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this

Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 32. Governing Law. This Agreement and each Right Certificate issued hereunder shall be deemed to be a contract made under the internal substantive laws of the State of Georgia and for all purposes shall be governed by and construed in accordance with the internal substantive laws of such State applicable to contracts to be made and performed entirely within such State.

Section 33. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 34. Descriptive Headings. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

[SEAL]

Attest:

CERTEGY INC.

By: /s/ Gary Wilbanks

By: /s/ Bruce S. Richards

Name: Gary Wilbanks
Title: Assistant Secretary

Name: Bruce S. Richards
Title: Corporate Vice President, General
Counsel and Secretary

[SEAL]

Attest:

SUNTRUST BANK

By: /s/ Sandra Benefield

By: /s/ Letitia A. Radford

Name: Sandra Benefield
Title: Assistant Vice President

Name: Letitia A. Radford
Title: Vice President

Exhibit A
Form of Right Certificate
Rights

Certificate No. R-

NOT EXERCISABLE AFTER _____, 2011 OR EARLIER IF REDEEMED. THE RIGHTS ARE

SUBJECT TO REDEMPTION, AT THE OPTION OF THE COMPANY, AT \$0.01 PER RIGHT ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES SPECIFIED IN THE RIGHTS AGREEMENT, RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR AN AFFILIATE OR AN ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) MAY BECOME NULL AND VOID.

Right Certificate

Certeqy Inc.

This certifies that _____, or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement, dated as of _____, 2001 (the "Rights Agreement"), between Certeqy Inc., a Georgia corporation (the "Company"), and SunTrust Bank, a Georgia banking corporation (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M. (Eastern time) on _____, 2011 at the principal office or offices of the Rights Agent designated for such purpose, one fully paid nonassessable share of common stock, par value \$.01 per share (the "Common Shares"), of the Company, at a purchase price of [\$____] per Common Share (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase and related Certificate duly executed. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised. The number of Rights evidenced by this Right Certificate (and the number of Common Shares which may be purchased upon exercise thereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of _____, 2001, based on the Common Shares as constituted at such date.

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

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities of the Rights Agent, the Company and the holders of the Right Certificates, which limitations of rights

include the temporary suspension of the exercisability of the Rights under the circumstances specified in the Rights Agreement. Copies of the Rights Agreement are on file at the above-mentioned office of the Rights Agent.

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

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

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

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

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

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

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal. Dated as of _____, 20__.

ATTEST: Certegy Inc.

By: _____
Secretary

By: _____
Title:

[SEAL]

Countersigned:

SunTrust Bank

By: _____
Authorized Signature

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

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

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

(Please print name and address of transferee)

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

Dated: _____, 20__

Signature

Signature Guaranteed:

CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes that:

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

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

Dated: _____, 20__

Signature

FORM OF ELECTION TO PURCHASE

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

To Certegy Inc.

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

Please insert social security or other identifying number: _____

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security or other identifying number: _____

(Please print name and address)

Optional Election to Exercise without Payment of Cash:

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

Dated: _____, 20__

Signature

Signature Guaranteed:

CERTIFICATE

The undersigned hereby certifies by checking the appropriate boxes that:

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

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

Dated: _____, 20__

Signature

NOTICE

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

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

TAX SHARING AND INDEMNIFICATION AGREEMENT

THIS TAX SHARING AND INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of June 30, 2001, by and between Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

WHEREAS, Equifax is the common parent and Certegy is currently a member of an "affiliated group," as that term is defined in section 1504 of the Code (such term and certain capitalized terms being defined in Section 1.1), that currently files consolidated federal income tax returns; and

WHEREAS, Certegy is a holding company and a wholly-owned subsidiary of Equifax; and

WHEREAS, pursuant to that certain Distribution Agreement Plan of Reorganization and Distribution dated as of even date with this Agreement (the "Distribution Agreement") and subject to the terms and conditions thereof, Equifax will transfer and assign or cause members of the Equifax Group to transfer and assign to Certegy certain assets and businesses associated with the Payment Services Business and the stock of certain corporations that conduct the Payment Services Business; and

WHEREAS, prior to the Contribution, Equifax and certain Equifax Affiliates will undertake the Foreign Restructuring to separate the Payment Services Business from Equifax in foreign jurisdictions; and

WHEREAS, pursuant to the Distribution Agreement and subject to the terms and conditions thereof, after the Contribution, Equifax will distribute to its shareholders on a pro rata basis all of the issued and outstanding stock of Certegy; and

WHEREAS, the parties intend that the Contribution and the Distribution qualify as a tax-free reorganization and distribution under section 368(a)(1)(D) and section 355 of the Code;

WHEREAS, in contemplation of the Distribution, the Equifax Group and the Certegy Group desire to set forth their rights and obligations with respect to foreign, federal, state and local taxes due for periods both before and after the Distribution and with respect to certain tax and other liabilities that might be arise in connection with the Distribution;

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall apply:

(a) "2000 Certegy Tax Liabilities" has the meaning ascribed to such term in Section 5.5.

(b) "2001 Certegy Estimated Tax Liabilities" has the meaning ascribed to such term in Section 5.6.

(c) "Additional Restructuring Tax" means any Restructuring Tax other than any Contemplated Restructuring Taxes.

(d) "Affiliated Group" means an affiliated group of corporations within the meaning of section 1504(a) (determined without regard to the exceptions contained in section 1504(b)) of the Code for the taxable period in question.

(e) "Certegy Group" means (i) with respect to any period prior to the Distribution Date, Certegy, Payment Services, any other entity directly or indirectly conducting the Payment Services Business, and each of such entities' wholly-owned subsidiaries; provided that the Certegy Group shall not include Light Signatures, Inc., High Integrity Systems, LLC, or any other entity owned by Equifax after giving effect to the Separation and the Distribution, and (ii) with respect to any period on or after the Distribution Date, (A) the Affiliated Group of which Certegy or any successor of Certegy is the common parent; and (B) any entity in which any member of such Affiliated Group owns some or all of the equity.

(f) "Certegy Issue" means any issue raised by any Tax Authority, which issue results in (i) proposed Restructuring Taxes for which Certegy could be liable pursuant to Section 2.3 hereof, or (ii) proposed Taxes for which Certegy could be liable pursuant to Section 2.2 hereof.

(g) "Certegy Tainting Act" means (i) any breach by any member of the Certegy Group of any written representation or covenant relating to the Certegy Group made in any Ruling Document, or (ii) any action or actions of or involving any member of the Certegy Group, or any omission or omissions of any such Person (whether or not such action or omission is permitted pursuant to this Agreement), of an action or actions available to it, after the Distribution Date, if such breach, action or omission described in (i) or (ii) contributes to a Final Determination imposing any Additional Restructuring Tax on any member of the Equifax Group or the Certegy Group.

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

(i) "Consolidated Returns" means the consolidated United States federal income tax returns of the Affiliated Group of which Equifax is the common parent for consolidated return years beginning before the Distribution Date and any consolidated, combined or similar state income tax returns of any members of the Equifax Group for taxable years beginning before the Distribution Date (including, in each case, any amendments thereto).

(j) "Contemplated Restructuring Tax" means any Restructuring Tax set forth on Exhibit B to this Agreement.

(k) "Contribution" has the meaning ascribed to such term in the Distribution Agreement.

(l) "Distribution" has the meaning ascribed to such term in the Distribution Agreement.

(m) "Distribution Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

(n) "Distribution Date" has the meaning ascribed to such term in the Distribution Agreement.

(o) "Effective Time" has the meaning ascribed to such term in the Distribution Agreement.

(p) "Equifax Affiliate" means any member of the Equifax Affiliated Group.

(q) "Equifax Group" means, for each taxable period, (i) the Affiliated Group of which Equifax or any successor of Equifax is the common parent; and (ii) any entity in which any member of the Affiliated Group described in clause (i) above owns some or all of the equity, provided, however, that the Equifax Group shall not include any member of the Certegy Group.

(r) "Equifax Issue" means any issue raised by any Tax Authority, which issue results in (i) proposed Restructuring Taxes (whether or not it is alleged that a member of the Equifax Group is at fault or is partially at fault), or (ii) proposed Taxes for which Equifax could be liable pursuant to Section 2.1 hereof.

(s) "Equifax Tainting Act" means (i) any breach by any member of the Equifax Group of any written representation or covenant relating to the Equifax Group made in any Ruling Document, or (ii) any action or actions of or involving any member of the Equifax Group or any omission or omissions of any such Person of an action or actions available to it (whether or not such action or omission is permitted pursuant to this Agreement), after the Distribution Date, if such breach, action or omission described in (i) or (ii) contributes to a Final Determination imposing any Additional Restructuring Tax on any member of the Equifax Group or the Certegy Group.

(t) "Expenses" means out-of-pocket expenses and shall not include any overhead or indirect costs.

(u) "Final Determination" means the final resolution of liability for any Tax for a taxable period (i) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the IRS, or by a comparable form under the laws of other jurisdictions, except that a Form 870 or 870-AD, successor form, or comparable form that reserves the right of the taxpayer to file a claim for refund and/or the right of the Tax Authority to assert a further deficiency shall not constitute a Final Determination; (ii) by a decision, judgment, decree, or other order by a court of competent jurisdiction which has become final and unappealable; (iii) by a closing agreement or offer in compromise under section 7121 or 7122 of the Code or any subsequently enacted corresponding provisions of the Code, or comparable

agreements under the laws of other jurisdictions; (iv) by an allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund may be recovered (including by way of offset) by the Tax imposing jurisdiction; or (v) by any other final disposition by reason of the expiration of the applicable statute of limitations.

(v) "Foreign Restructuring" means the transactions undertaken prior to the Contribution to separate the Payment Services Business from the other Equifax businesses in foreign jurisdictions, as described on Exhibit A.

(w) "Group" means the Equifax Group or the Certegy Group, as the context so requires.

(x) "Initial IRS Ruling" means the private letter ruling issued by the IRS regarding certain Federal income Tax consequences of the Separation and the Distribution.

(y) "IRS" means the United States Internal Revenue Service.

(z) "Payment Services" means Certegy Payment Services, Inc., a wholly - owned subsidiary of Equifax organized under the laws of the State of Delaware.

(aa) "Payment Services Business" means the businesses conducted by Equifax and its affiliates of providing payment transaction processing and check risk management services to financial institutions and merchants.

(bb) "Post-Distribution Period" means (i) any Tax Period beginning after the Effective Time and (ii) the portion of any Straddle Period beginning after the Effective Time.

(cc) "Pre-Distribution Period" means (i) any Tax Period ending on or before the Effective Time and (ii) the portion of any Straddle Period ending on or before the Effective Time.

(dd) "Regulations" means Income Tax Regulations issued by the United States Department of Treasury pursuant to the Code.

(ee) "Restructuring Tax" means any Tax imposed on any member of the Equifax Group or the Certegy Group resulting from the Separation or the Distribution that would not have been imposed had such transactions not occurred.

(ff) "Ruling Documents" means (i) the request for the Initial IRS Ruling, filed with the IRS in connection with the Separation and Distribution, together with any supplemental filings or requests for Supplemental Ruling or other materials subsequently submitted on behalf of Equifax, its subsidiaries and shareholders to the IRS, the appendices and exhibits thereto, and any rulings issued by the IRS to Equifax in connection with the Separation and Distribution or (ii) any similar filings submitted to, or rulings issued by, any other Tax Authority in connection with the Separation or Distribution.

(gg) "Separation" means the transactions necessary to transfer the Payment Services Business to Certegy, including without limitation, the transactions necessary to transfer

the equity of High Integrity Systems, LLC to Equifax, the Foreign Restructuring, and the Contribution.

(hh) "Special Refund Allocation Ratio" means with respect to either Group, the aggregate outstanding amount of Special Refund Claims filed by a member of such Group pending as of the Effective Date divided by the aggregate outstanding amount of all Special Refund Claims.

(ii) "Special Refund Claims" means the claims for refund of state income Taxes filed by members of the Equifax Group and the Certegy Group prior to the Effective Date and still outstanding as of the Effective Date, as set forth on Exhibit C to this Agreement.

(jj) "Straddle Period" means any Tax Period that begins before the Effective Time and ends after the Effective Time.

(kk) "Supplemental Ruling" means any ruling issued after the issuance of the Initial IRS Ruling (a) by the IRS in connection with the Distribution or any transactions undertaken in connection with the Distribution or (b) by any other Tax Authority, addressing the application of a provision of the laws of another jurisdiction to any transaction undertaken in connection with the Distribution.

(ll) "Supplemental Ruling Documents" has the meaning ascribed to such term in Section 2.5(d)(i).

(mm) "Tax" or "Taxes" means all forms of taxation, whenever created or imposed, whether domestic or foreign, imposed by any Tax Authority, and without limiting the generality of the foregoing shall include net income, alternative or add-on minimum tax, gross income, sales, use, franchise, gross receipts, value added, ad valorem, profits, license, payroll, withholding, social security, unemployment insurance, employment, property, transfer, recording, excise, severance, stamp, occupation, premium, windfall profit, custom duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any related interest, penalties or other additions to tax, or additional amounts imposed by any such Tax Authority. For purposes of computing the Taxes of a party for any purpose of this Agreement, interest shall be computed without regard to any Tax Items attributable to any other party (as determined pursuant to Section 2.4) and without regard to any netting of interest on any refund of Tax owed by the Tax Authority to the other party.

(nn) "Tax Authority" means any nation, locality, municipality, government, authority, state, federation, or other governmental body or agency.

(oo) "Tax Benefit" means any Tax Item which decreases Taxes paid or payable.

(pp) "Tax Controversy" means any audit, examination, dispute, suit, action, litigation, or other judicial or administrative proceeding by or against the IRS or any other Tax Authority. Notwithstanding the foregoing, any proceeding pursuant to the Special Refund Claims shall not constitute a Tax Controversy for purposes of this Agreement.

(qq) "Tax Item" means any item of income, gain, loss, deduction, credit, recapture of credit or any other item, including, but not limited to, an adjustment under Code section 481 resulting from a change in accounting method, which increases or decreases Taxes paid or payable.

(rr) "Tax Period" means with respect to any Tax, the period for which the Tax is reported.

(ss) "Tax Returns" means all reports, estimates, declarations of estimated tax, information statements, returns or other documents required or permitted to be filed with a Tax Authority in connection with any Taxes, including but not limited to requests for extensions of time, information statements and reports, claims for refund, and amended returns.

ARTICLE II ALLOCATION OF TAX LIABILITIES

2.1 Equifax Group.

(a) Current and Prior Periods. Except as otherwise provided in this Agreement, Equifax shall be responsible and liable for all Taxes attributable to the Equifax Group that are imposed for any Pre-Distribution Period. Equifax hereby assumes all such liability and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against any share or amount of all Taxes attributable to the Equifax Group that are imposed for any Pre-Distribution Period.

(b) Future Periods. Except as otherwise provided in this Agreement, Equifax shall be responsible and liable for all Taxes attributable to the Equifax Group that are imposed for any Post-Distribution Period and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against all such Taxes.

2.2 Certegy Group.

(a) Current and Prior Periods. Except as otherwise provided in this Agreement, Certegy shall be responsible and liable for all Taxes attributable to the Certegy Group that are imposed for all Pre-Distribution Periods. Certegy hereby assumes all such liability and shall indemnify and hold harmless Equifax and any member of the Equifax Group from and against any share or amount of Taxes attributable to the Certegy Group that are imposed for any Pre-Distribution Period.

(b) Future Periods. Except as otherwise provided in this Agreement, Certegy shall be liable for all Taxes attributable to the Certegy Group that are imposed for any Post-Distribution Period, and shall indemnify and hold harmless Equifax and any member of the Equifax Group from and against all such Taxes.

2.3 Restructuring Taxes.

(a) Generally. Notwithstanding Section 2.1 or Section 2.2 to the contrary, Equifax shall be responsible and liable for and shall indemnify and hold harmless each member

of the Certegy Group from and against any and all Contemplated Restructuring Taxes. Notwithstanding anything in this Article II (other than Section 2.3(b) or Section 2.3(c)) to the contrary, Equifax shall be responsible and liable for, and shall indemnify and hold harmless Certegy and any member of the Certegy Group from and against, any and all Additional Restructuring Taxes.

(b) Liability and Indemnification for Certegy Tainting Acts.

Notwithstanding anything in this Article II (other than Section 2.3(c)) to the contrary, Certegy shall be responsible and liable for and shall indemnify and hold harmless each member of the Equifax Group from and against, (i) any Additional Restructuring Taxes, and (ii) any liability resulting from a decision that Equifax is liable to Equifax's or Certegy's shareholders because of a Final Determination that the Distribution is taxable, but in any case only to the extent such Additional Restructuring Taxes or liability to shareholders is due to a Certegy Tainting Act (and not an Equifax Tainting Act).

(c) Liability and Indemnification for Combined Tainting Acts.

Notwithstanding anything in this Article II to the contrary, in the event of a Final Determination that Additional Restructuring Taxes are due to a Tax Authority and such Additional Restructuring Taxes are caused by both an Equifax Tainting Act and a Certegy Tainting Act, then the liability of Equifax and Certegy for any Restructuring Taxes arising from such Final Determination and any liability to shareholders arising from such Final Determination shall be borne fifty percent (50%) by Equifax and fifty percent (50%) by Certegy. Each party, jointly and severally with its Affiliated Group, agrees to pay and to indemnify and hold the other party harmless from and against the amount of Additional Restructuring Taxes and liability to shareholders allocated to such first party under this subsection 2.3(c).

2.4 Allocation of Tax Liabilities. For purposes of determining whether any Taxes or Tax Items are attributable to the Certegy Group or the Equifax Group and whether any Tax Item is attributable to a Pre-Distribution Period or a Post-Distribution Period, the following principles shall apply:

(a) For purposes of this Agreement, the determination of whether Taxes or Tax Items are "attributable" to a member of the Certegy Group or the Equifax Group shall be made using the methods that Equifax has used in Tax Periods prior to the Distribution Date to allocate its Tax liabilities among the various members of its affiliated group; provided that in any state that imposes income Tax on a unitary basis, such determination for any Straddle Period shall be based on apportionment factors applicable for the businesses and operations of each Group as of the Effective Time notwithstanding any change in apportionment factors resulting from a change in such businesses and operations occurring after the Effective Time. The fact that a member of the Certegy Group or the Equifax Group prepared or filed a return with respect to any Taxes is not relevant in determining whether such Taxes are "attributable" to such member.

(b) The principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by Equifax shall apply in determining whether a Tax Item is attributable to a Tax Period provided that (i) no election shall be made under Treasury Regulation Section 1.1502-76(b)(2)(ii) (relating to ratable allocation of a year's item); and (ii) if the Distribution

Date does not coincide with the end of a calendar month, the provisions of Treasury Regulation Section 1.1502-76(b)(2)(iii) will be applied to ratably allocate the items (other than extraordinary items) for the month that includes the Distribution Date (or the parties shall consistently use such accounting conventions as the parties shall hereafter agree in writing).

(c) In determining the apportionment of Tax Items between Pre-Distribution Periods and Post-Distribution Periods, any Tax Items relating to the Separation and the Distribution shall be treated as an extraordinary item described in Treasury Regulation Section 1.1502-76(b)(2)(ii)(C) and shall be allocated to Pre-Distribution Periods, and any Taxes related to such items shall be treated under Treasury Regulation Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall be allocated to Pre-Distribution Periods.

2.5 Certain Representations and Covenants.

(a) The parties hereby make the following representations and covenants.

(i) Certegy for itself and on behalf of each member of the Certegy Group represents to Equifax that the information and representations furnished in any Ruling Document (as modified, qualified or elaborated in any subsequent Ruling Documents) are accurate and complete as of the date hereof, to the extent that such information and representations relate to the Certegy Group or the business or activities of such entity.

(ii) Equifax for itself and on behalf of each member of the Equifax Group represents to Certegy that, as of the date hereof, there is no plan or intention to take any action inconsistent with the information and representations furnished in any Ruling Documents (as modified, qualified or elaborated in any subsequent Ruling Documents).

(iii) Each of Certegy and Equifax respectively represents to the other party that, as of the date hereof, it is not aware of any plan or intention by the current shareholders of Equifax to sell, exchange, transfer by gift, or otherwise dispose of any of their stock in, or securities of, Equifax or Certegy subsequent to the Distribution, except as described in any Ruling Document (as modified, qualified or elaborated in any subsequent Ruling Documents).

(iv) Each of Certegy and Equifax respectively covenants to the other party (A) that it will use its best efforts to verify that the foregoing representations made by it in this Section 2.5(a) are accurate and complete as of the Distribution Date and (B) if, after the date hereof, it obtains information indicating, or otherwise becomes aware, that any such representations are or may be inaccurate or incomplete, that it will promptly inform the other party, as the case may be.

(v) Each of Certegy and Equifax respectively covenants to the other party that it shall treat for income Tax purposes all transactions that are the subject of the Initial IRS Ruling consistently therewith.

(b) Each of Certegy and Equifax covenants to the other party that, except as permitted in Section 2.5(c):

(i) During the two-year period following the Distribution Date, it will not merge or consolidate with any other person, or enter into any transaction that constitutes a liquidation of such entity for federal income tax purposes.

(ii) During the two-year period following the Distribution Date, it will not sell, exchange, distribute or otherwise dispose of assets used in the active conduct of the historic businesses relied upon to satisfy Code section 355(b), if such sale, exchange, distribution, or other disposition would cause Code section 355(b) not to be satisfied if such test were applied immediately after such transaction.

(iii) Following the Distribution, it will, for a minimum of two years, continue the active conduct of the historic businesses relied upon to satisfy Code section 355(b).

(iv) It will not redeem, reacquire or otherwise repurchase stock in a manner contrary to the requirements of Section 4.05 of Revenue Procedure 96-30.

(v) During the two-year period following the Distribution Date, it will not engage in any transaction resulting in the direct or indirect acquisition of such party's stock representing a 50% or greater interest in such party within the meaning of Code section 355(d)(4).

Equifax further covenants that it will prevent any member of the Equifax Group which is a party to the Canadian Restructuring or the U.K. Restructuring (each as defined in Exhibit A) from undertaking any transaction described in Section 2.5(b)(i) through Section 2.5(b)(v) above except as permitted in Section 2.5(c) below. Certegy further covenants that it will prevent any member of the Certegy Group which is a party to the Canadian Restructuring or the U.K. Restructuring from undertaking any transaction described in Section 2.5(b)(i) through Section 2.5(b)(v) above except as permitted in Section 2.5(c) below.

(c) A party may take actions inconsistent with the covenants contained in Section 2.5(b), if prior to taking such action:

(i) Such party obtains an opinion of counsel, which counsel and which opinion are acceptable to the other party in its reasonable discretion, to the effect that such actions should not affect the Federal income Tax treatment of the Separation and the Distribution to the parties and the shareholders of Equifax as set forth in any prior private letter ruling issued by the IRS, it being understood that each party agrees to cooperate with the other party and use its reasonable best efforts to assist the other party in attempting to obtain, as expeditiously as possible, any opinion requested by the other party described in this Section 2.5(c)(i);

(ii) Equifax obtains a Supplemental Ruling to the effect that such actions will not affect the Federal income Tax treatment of the Separation and the Distribution to the parties and the shareholders of Equifax as set forth in any prior private letter ruling issued by the IRS; or

(iii) Such party obtains the written consent of the other party.

(d) Supplemental Rulings.

(i) Equifax agrees that at the reasonable request of Certegy, Equifax shall cooperate with Certegy and use its reasonable best efforts to seek to obtain, as expeditiously as possible, a Supplemental Ruling or other guidance from a Tax Authority for the purpose of confirming (A) the continuing validity of any ruling (including another Supplemental Ruling) previously issued by the IRS or any other Tax Authority, or (B) compliance on the part of a member of the Certegy Group with its obligations under this Section 2.5. Equifax shall be obligated to seek a Supplemental Ruling requested by Certegy unless it reasonably believes that the relevant Tax Authority would not issue such a ruling. Notwithstanding the foregoing sentence, in no event shall Equifax be obligated to file a request for a Supplemental Ruling unless Certegy represents that (a) it has read the request for the Supplemental Ruling and any materials, appendices and exhibits to be submitted or filed therewith ("Supplemental Ruling Documents") and (B) all information (other than information provided by an external expert) and representations, if any, relating to any member of the Certegy Group contained in the Supplemental Ruling Documents are true, correct and complete in all material respects. Certegy shall reimburse Equifax for all reasonable costs and expenses incurred by Equifax in seeking or obtaining a Supplemental Ruling requested by Certegy. Certegy hereby agrees that Equifax shall have sole and exclusive control over the process of obtaining a Supplemental Ruling, and that only Equifax shall apply for a Supplemental Ruling. Certegy further agrees that it shall not seek any guidance from the IRS or any other Tax Authority concerning the Separation and the Distribution except as set forth in this Section 2.5(d).

(ii) If Equifax determines that it will seek a Supplemental Ruling or other guidance from a Tax Authority after the date of this Agreement: (A) Equifax shall keep Certegy informed in a timely manner of all material actions taken or proposed to be taken in connection therewith; (B) Equifax shall (1) reasonably in advance of the submission of any such Supplemental Ruling Documents, provide Certegy with a draft copy thereof, (2) reasonably consider Certegy's comments on such draft copy, and (3) provide Certegy with a final copy of the Supplemental Ruling Documents; and (C) Equifax shall provide Certegy with notice reasonably in advance of, and Certegy shall have the right to attend, any formally scheduled meetings with the Tax Authority (subject to the approval of the Tax Authority) that relate to such Supplemental Ruling.

ARTICLE III
REFUNDS OF TAXES

3.1 General. Except as provided in Section 3.2, each party shall be entitled to retain or be paid all refunds of Tax received, whether in the form of payment, credit or otherwise, from any Tax Authority with respect to any Tax Returns filed or to be filed by such party or a member of such party's Group in accordance with Article V of this Agreement, provided, however, that Certegy shall be entitled to retain or be paid all such refunds with respect to any Taxes to the extent such Taxes exclusively pertain to property or operations of the Certegy Group. Notwithstanding anything contained in this Section 3.1 to the contrary, Equifax shall be entitled to be paid and to retain, and Certegy shall not be entitled to retain and shall be required to pay over to Equifax, any refunds of Tax received to the extent (i) Equifax indemnified Certegy for the Taxes attributable to such refunds, or (ii) Equifax paid to the Tax Authority the Taxes attributable to such refunds and Equifax has not been indemnified by Certegy.

3.2 Special Refund Claims.

(a) The parties acknowledge that various members of the Equifax Group and the Certegy Group have filed the Special Refund Claims prior to the Effective Date. Notwithstanding any other provision of this Agreement, the parties shall be paid or shall retain any refunds received as a result of the Special Refund Claims as follows:

(i) Until the aggregate amount of Tax refunds received in respect of Special Refund Claims is equal to the product of (A) the balance of general ledger account "Company 25 220-02-06" as of the Effective Time multiplied by (B) 1.8923, Equifax shall be entitled to be paid or to retain all proceeds from Tax refunds received by any party in respect of the Special Refund Claims. Equifax shall be responsible and liable for paying all professional fees and other costs directly related to the pursuit and collection and all Taxes attributable to the receipt of such Tax refunds and shall indemnify and hold harmless Certegy and any member of the Certegy Group against any such fees or Taxes.

(ii) The proceeds of any Tax refunds received by any party in respect of the Special Refund Claims in excess of the amount set forth in Section 3.2(a)(i) shall be shared by the parties in proportion to their respective Special Refund Allocation Ratios. The parties shall be responsible and liable for the cost of all professional fees and other costs and expenses directly related to the pursuit and collection of Special Refund Claims and the collection of Tax refunds (including, without limitation, all Taxes attributable thereto) described in the preceding sentence in proportion to their respective Special Refund Allocation Ratios. Each party shall indemnify the other party for any amounts described in the preceding sentence to the extent that such party (or any member of such party's Group) incurs any such amounts in excess of such party's Special Refund Allocation Ratio.

(b) Each party shall notify the other party promptly of any communication with any Tax Authority relating in whole or in part to any Special Refund Claim. Equifax and

Certegy shall cooperate with each other to allow each party to pursue the Special Refund Claims, and each party agrees to take all actions reasonably necessary or advisable to pursue the collection of all Tax refunds pursuant to the Special Refund Claims; provided that neither party shall have any obligation to take any action that would cause such party to incur additional Taxes (other than Taxes attributable to the receipt of the proceeds of the refund).

(c) In the event that either Equifax or Certegy elects to withdraw from the pursuit of any Special Refund Claim by giving notice of such withdrawal to the other party, the Withdrawing Party (or any member of the Withdrawing Party's Group) shall thereafter have no right to retain or to be paid any Tax refund pursuant to such Special Refund Claim and shall have no obligation to pay any professional fees or other costs or expenses incurred after the date of such notice related to the pursuit of such Special Refund Claim. The Withdrawing Party shall continue to have the obligations described in Section 3.2(b). The remaining party may continue to pursue such Special Refund Claim, and shall be entitled to retain or to be paid all proceeds from any Tax refund received pursuant to such Special Refund Claim.

ARTICLE IV CARRYBACKS FROM SEPARATE RETURN YEARS

4.1 General. Notwithstanding anything herein to the contrary, with the prior written consent of Equifax, which consent may not be unreasonably withheld, the Certegy Group may elect to carry back to any Taxable Period beginning before the Distribution Date any Tax Item arising in any Taxable Period beginning after the Distribution Date that the Certegy Group may properly elect to carry back for Federal income Tax purposes or combined state Tax purposes to a Consolidated Return. With respect to any such carryback, Equifax agrees to file such claims for refund and other returns as may be required to claim the Tax refunds attributable to such carryback items and to pay promptly after receipt to Certegy the cash amount of any refunds of Taxes, including the cash amount of any interest resulting from the utilization of such Tax Items, after taking into consideration any resulting increase or decrease in the Tax liability of any member of the Equifax Group. To the extent authorized by law, Equifax shall act as collection agent for the Certegy Group with respect to any such refund.

4.2 Review and Expenses. The amount of any carryback by the Certegy Group shall be reviewed and approved (on the basis of Tax information contained in Certegy's Tax Return) by Equifax's certified public accountants as to the amount and validity of such carryback. Certegy agrees to reimburse Equifax for its reasonable Expenses incurred in reviewing, filing and securing any Certegy refund claims hereunder.

4.3 Subsequent Disallowance. In the event that any Tax attribute for which Equifax has made a payment pursuant to Section 4.1 is subsequently reduced or disallowed, Certegy shall indemnify Equifax and hold it harmless from any Tax liability, including interest and penalties, incurred by reason of such reduction or disallowance.

ARTICLE V
TAX RETURN PREPARATION

5.1 Consolidated Returns.

(a) Equifax shall prepare and timely file all Consolidated Returns. Certegy shall have a reasonable period under the circumstances to review the 2000 and 2001 Consolidated Returns. The Consolidated Returns shall be prepared and filed by Equifax in compliance with applicable Tax laws and on a basis that is consistent with any Ruling Documents or legal opinion obtained by Equifax in connection with the Distribution or Separation and, subject to the foregoing, consistent with Equifax's prior Consolidated Returns.

(b) Certegy shall be responsible for preparing all information relating to the Certegy Group necessary for Equifax to prepare and file the Consolidated Returns. Such information shall include the annual federal and state, if any, Tax work preparation package, necessary to enable Equifax to prepare the Consolidated Returns, completed and delivered to Equifax on or before the same deadline imposed upon other Equifax business units. Such information shall be used as the basis for Equifax's preparation of the Consolidated Returns.

(c) Equifax shall not make any election or consent in connection with such Consolidated Returns without the consent of Certegy, which consent shall not be unreasonably withheld, unless (i) such election or consent is not binding on any member of the Certegy Group for any Tax Period; or (ii) Certegy may revoke such elections without the consent of any Tax Authority. Certegy and the Certegy Group agree not to elect to be excluded from any such Consolidated Return.

(d) Certegy and the Certegy Group agree to cooperate with Equifax, at Equifax's expense, in the preparation of any valuation studies or other reports which are appropriate or necessary for the preparation of the Consolidated Returns.

5.2 Other Pre-Distribution Returns.

(a) Equifax shall prepare and timely file all other Tax Returns of any member of the Equifax Group or the Certegy Group for all Tax Periods that are exclusively Pre-Distribution Periods and all Straddle Periods. Notwithstanding the foregoing sentence, Certegy shall prepare and timely file Tax Returns for any Pre-Distribution Period and any Straddle Period if such Tax Returns pertain exclusively to property or operations of the Certegy Group; provided that Equifax, at the reasonable request of Certegy, shall file sales and use tax returns pertaining to the operations of the Certegy Group that are required to be filed on or before September 30, 2001. Notwithstanding anything contained in the previous sentence, Equifax shall continue to file all Tax Returns of the members of the Certegy Group for any Pre-Distribution Period if the Tax Returns for such period are required to be filed on or prior to the Distribution Date. Certegy shall have a reasonable period under the circumstances to review each such Tax Return.

(b) Certegy shall reimburse Equifax the aggregate amount of \$63,000.00 for professional fees paid to Tarpley & Underwood, P.C. attributable to the preparation of 2000 and 2001 Tax returns for the Certegy Group, which amount (without interest) shall be payable in six equal monthly installments beginning on July 31, 2001.

5.3 Post-Distribution Returns. Certegy shall prepare and timely file all Tax Returns of any member of the Certegy Group for Tax Periods that are exclusively Post-Distribution Periods, and Equifax shall prepare and timely file all Tax Returns of any member of the Equifax Group for Tax Periods that are exclusively Post-Distribution Periods.

5.4 Cooperation; Exchange of Information. Each party shall be responsible for the timely submission to the other party of information of which it has knowledge regarding any Tax Item which may properly be included in any Tax Return to be filed by the other party or any member of the other party's Affiliated Group, and shall provide any and all other information and documentation (including, but not by way of limitation, working papers and schedules) reasonably requested by the other party for use in connection with the preparation and filing of any Tax Returns.

5.5 Payment of 2000 Certegy Tax Liabilities; Certegy Tax Benefits.

(a) Certegy shall pay to Equifax an amount equal to the aggregate amount of Taxes that would be owed by the Certegy Group for the Tax Period consisting of the 2000 calendar year to the extent that such Taxes must be paid by Equifax as part of a Consolidated Return (the "2000 Certegy Tax Liabilities"). Such amount shall be computed in a manner consistent with Section 2.4, and shall be reduced by any Tax Benefit of Equifax attributable to a Certegy Tax Item. Notwithstanding the above, such amount shall not include amounts related to separate returns filed on a combined or unitary basis, except to the extent consistent with the manner in which the Tax liabilities on such returns were allocated in prior years. Payment of the 2000 Certegy Tax Liabilities shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifax's Consolidated Return for the 2000 calendar year.

(b) Equifax shall pay to Certegy any Tax Benefit of Equifax attributable to a Certegy Tax Item, to the extent that such Tax Benefit exceeds the amount of the 2000 Certegy Tax Liabilities. Payment of such amount shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifa x's Consolidated Return for the 2000 calendar year.

5.6 Payment of 2001 Certegy Estimated Tax Liabilities; Adjustment.

(a) Certegy shall pay to Equifax an amount equal to the estimated aggregate amount of Taxes that would be owed by the Certegy Group for the Tax Period consisting of the 2001 calendar year to the extent that such Taxes must be paid by Equifax as part of a Consolidated Return (the "2001 Certegy Estimated Tax Liabilities"). Such estimated amount shall be computed in a manner consistent with Section 2.4, and shall be reduced by any Tax Benefit of Equifax attributable to a Certegy Tax Item. Notwithstanding the above, such estimated amount shall not include amounts related to separate returns filed on a combined or unitary basis, except to the extent consistent with the manner in which the Tax liabilities on such returns were allocated in prior years. Payment of the 2001 Certegy Estimated Tax Liabilities shall be due on or before the tenth (10/th/) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax.

(b) Upon the filing of the Consolidated Return for the Equifax Group's Tax Period ending December 31, 2001, the 2001 Certegy Estimated Tax Liabilities previously computed shall be restated and adjusted by Equifax based upon information then available. An adjusting payment shall be made by Equifax or Certegy as shall be required by any restatement or adjustment of the 2001 Certegy Estimated Tax Liabilities. Such payment shall be due on or before the tenth (10th) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax.

(c) Equifax shall pay to Certegy any Tax Benefit of Equifax attributable to a Certegy Tax Item, to the extent that such Tax Benefit exceeds the amount of the 2001 Certegy Tax Liabilities. Payment of such amount shall be due on or before the tenth (10th) day after receipt by Certegy of a notice including the applicable computations prepared by Equifax in connection with the filing of Equifax's Consolidated Return for the 2001 calendar year.

ARTICLE VI
TAX CONTROVERSIES AND RECORDS

6.1 Tax Controversies.

(a) Each of Certegy and Equifax shall have full responsibility and discretion in handling, settling, or contesting any Tax Controversy involving a Tax for which such party is liable pursuant to Article II of this Agreement. If a Tax Controversy proceeding involves both (i) one or more issues that would result in Taxes for which Equifax is liable under this Agreement and (ii) one or more issues that would result in Taxes for which Certegy is liable under this Agreement, then Equifax and Certegy shall cooperate with each other to allow each party to conduct the Tax Controversy with respect to those issues that would result in Taxes for which such party is liable. Furthermore, Equifax may participate in any Tax Controversy with respect to Restructuring Taxes regardless of whether it has liability or indemnification obligations with respect to such Taxes under this Agreement.

(b) The party responsible for any Tax Controversy shall use all reasonable efforts (taking into consideration all relevant facts and circumstances known to the party) to resist any deficiency assertions by any Tax Authority regardless of which party is ultimately responsible for any such Tax under this Agreement.

(c) Equifax shall notify Certegy promptly of any communication with the IRS or other Tax Authority relating in whole or in part to any Certegy Issue.

(i) Certegy shall have 30 days after receipt of such notice from Equifax within which to object to the proposed adjustment relating to a Certegy Issue (that is not an Equifax Issue). If Certegy does not notify Equifax within such 30 day period that it objects to the proposed adjustment, then subsections 6.1(c)(ii) through 6.1(c)(v) below shall not apply, and Equifax shall have exclusive control over all stages of the Tax Controversy, including full authority to determine whether and in what manner to contest or compromise the issue, unless and until Certegy so notifies Equifax.

(ii) If Certegy notifies Equifax that it objects to the proposed adjustment relating to a Certegy Issue (that is not an Equifax Issue), then Equifax shall not thereafter consent to the adjustment or compromise of such Certegy Issue without the consent of Certegy, but shall cooperate with Certegy to resolve the Certegy Issue on a basis acceptable to Certegy. Prior to the issuance of a notice of proposed adjustment or similar stage in the proceedings, however, Equifax shall be responsible for the conduct of the audit, including matters pertaining to such Certegy Issue. Equifax shall notify Certegy in advance of any conferences, meetings, and proceedings pertaining to the audit and, at its own expense, Certegy shall have the right to attend all such proceedings with any Tax Authority, the subject matter of which is or includes such Certegy Issue.

(iii) Upon the issuance of a notice of proposed adjustment or similar stage in the proceedings, Certegy shall assume the conduct of all further proceedings, with counsel selected by it, at Certegy's sole expense, insofar as the proceedings relate to a Certegy Issue (that is not an Equifax Issue), and thereafter Certegy and Equifax shall jointly be responsible for the conduct of proceedings to contest such Certegy Issue.

(iv) In the event that Equifax receives a notice of deficiency from the IRS, or a similar notice from any other Tax Authority, and such notice relates exclusively to one or more Certegy Issues (none of which are Equifax Issues) and does not relate to an Equifax Issue then:

(A) upon receiving a written request from Certegy, given no later than a date reasonably necessary to permit preparation and timely filing of a petition in the United States Tax Court for redetermination of the deficiency, or a court of similar jurisdiction with respect to Taxes imposed by any other Tax Authority, Equifax shall timely file such petition (at Certegy's sole expense); or

(B) If (1) Certegy does not request Equifax to file a petition for redetermination of the deficiency pursuant to subsection 6.1(c)(iv)(A) hereof, (2) Certegy requests that Equifax file a claim for refund, and (3) Certegy provides Equifax with sufficient funds to pay the deficiency relating to the Certegy Issue, then Equifax (at Certegy's sole expense) shall file a claim for refund thereof and, if the claim is denied, bring an action in a court of competent jurisdiction seeking such refund.

(C) In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to the Certegy Issue, then Certegy shall have the right to cause Equifax to appeal from such adverse determination at Certegy's sole expense.

(D) Certegy and its representatives, at Certegy's sole expense, shall be entitled to the extent permitted by law to participate in (1) all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is a Certegy Issue (that is not an Equifax Issue), and (2) all appearances

before any court, the subject matter of which is a Certegy Issue (that is not an Equifax Issue). The right to participate referred to in this subsection 6.1(c)(iv)(D) hereof shall include the submission and content of documentation, memoranda of fact and law and briefs, the conduct of oral arguments or presentations, the selection of witnesses, and the negotiation of stipulations of fact with respect to a Certegy Issue (that is not an Equifax Issue).

(v) If the proposed adjustment relating to a Certegy Issue is also an Equifax Issue (or if the proposed adjustment relates solely to an Equifax Issue that is not a Certegy Issue), then Equifax shall be fully responsible for the conduct of the Tax Controversy, including matters pertaining to any Certegy Issue, but Equifax shall use reasonable efforts to involve Certegy in the conduct of the Tax Controversy insofar as it relates to any Certegy Issue. Equifax shall notify Certegy in advance of any such proceedings and, at its own expense, Certegy may attend all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is or includes any Certegy Issue. Certegy shall use all reasonable efforts to assist Equifax in resisting any deficiency assertions by any Tax Authority relating to any such Certegy Issue.

(d) Certegy shall notify Equifax promptly of any communication with the IRS or other Tax Authority relating in whole or in part to any Equifax Issue.

(i) Equifax shall have 30 days after receipt of such notice from Certegy within which to object to the proposed adjustment relating to an Equifax Issue (that is not a Certegy Issue). If Equifax does not notify Certegy within such 30 day period that it objects to the proposed adjustment, then subsections 6.1(d)(ii) through 6.1(d)(v) below shall not apply, and Certegy shall have exclusive control over all stages of the Tax Controversy, including full authority to determine whether and in what manner to contest or compromise the issue, unless and until Equifax so notifies Certegy.

(ii) If Equifax notifies Certegy that it objects to the proposed adjustment relating to an Equifax Issue (that is not a Certegy Issue), then Certegy shall not thereafter consent to the adjustment or compromise of such Equifax Issue without the consent of Equifax, but shall cooperate with Equifax to resolve the Equifax Issue on a basis acceptable to Equifax. Prior to the issuance of a notice of proposed adjustment or similar stage in the proceedings, however, Certegy shall be responsible for the conduct of the audit, including matters pertaining to such Equifax Issue. Certegy shall notify Equifax in advance of any conferences, meetings, and proceedings pertaining to the audit and, at its own expense, Equifax shall have the right to attend all such proceedings with any Tax Authority, the subject matter of which is or includes such Equifax Issue.

(iii) Upon the issuance of a notice of proposed adjustment or similar stage in the proceedings, Equifax shall assume the conduct of all further proceedings, with counsel selected by it, at Equifax's sole expense, insofar as the proceedings relate to an Equifax Issue (that is not a Certegy Issue), and thereafter

Certegy and Equifax shall jointly be responsible for the conduct of proceedings to contest such Equifax Issue.

(iv) In the event that Certegy receives a notice of deficiency from the IRS, or a similar notice from any other Tax Authority, and such notice relates exclusively to one or more Equifax Issues (none of which are Certegy Issues) and does not relate to a Certegy Issue then:

(A) upon receiving a written request from Equifax, given no later than a date reasonably necessary to permit preparation and timely filing of a petition in the United States Tax Court for redetermination of the deficiency, or a court of similar jurisdiction with respect to Taxes imposed by any other Tax Authority, Certegy shall timely file such petition (at Equifax's sole expense); or

(B) If (1) Equifax does not request Certegy to file a petition for redetermination of the deficiency pursuant to subsection 6.1(d)(iv)(A) hereof, (2) Equifax requests that Certegy file a claim for refund, and (3) Equifax provides Certegy with sufficient funds to pay the deficiency relating to the Equifax Issue, then Certegy (at Equifax's sole expense) shall file a claim for refund thereof and, if the claim is denied, bring an action in a court of competent jurisdiction seeking such refund.

(C) In the event that a judgment of the United States Tax Court or other court of competent jurisdiction results in an adverse determination with respect to the Equifax Issue, then Equifax shall have the right to cause Certegy to appeal from such adverse determination at Equifax's sole expense.

(D) Equifax and its representatives, at Equifax's sole expense, shall be entitled to the extent permitted by law to participate in (1) all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is an Equifax Issue (that is not a Certegy Issue), and (2) all appearances before any court, the subject matter of which is an Equifax Issue (that is not a Certegy Issue). The right to participate referred to in this subsection 6.1(d)(iv)(D) shall include the submission and content of documentation, memoranda of fact and law and briefs, the conduct of oral arguments or presentations, the selection of witnesses, and the negotiation of stipulations of fact with respect to an Equifax Issue (that is not a Certegy Issue).

(v) If the proposed adjustment relating to an Equifax Issue is also a Certegy Issue (or if the proposed adjustment relates solely to a Certegy Issue that is not an Equifax Issue), then Certegy shall be fully responsible for the conduct of the Tax Controversy, including matters pertaining to any Equifax Issue, but Certegy shall use reasonable efforts to involve Equifax in the conduct of the Tax Controversy insofar as it relates to any Equifax Issue. Certegy shall notify Equifax in advance of any such proceedings and, at its own expense, Equifax may attend all conferences, meetings, or proceedings with any Tax Authority, the subject matter of which is or includes any Equifax Issue. Certegy shall use all

reasonable efforts to assist Equifax in resisting any deficiency assertions by any Tax Authority relating to any such Equifax Issue.

6.2 Cooperation.

(a) Equifax and Certegy agree to afford full cooperation to one another and to their respective representatives, if any, in any Tax Controversy involving:

(i) any Tax Return filed or required to be filed by or for any member of the Equifax Group or the Certegy Group for any Pre-Distribution Period, or

(ii) any item or issue affecting Equifax's or Certegy's potential liability hereunder.

(b) Such cooperation shall include, but not by way of limitation:

(i) preparing responses to information requests by any Tax Authority;

(ii) making available books, records and other documentation (including, but not by way of limitation, working papers and schedules) relevant to such proceeding, and systems support for documentation furnished in electronic form;

(iii) making directors, officers, or employees available to appear in person for interview or for testimony;

(iv) making employees available on a mutually convenient basis to provide additional information and explanation of materials provided hereunder;

(v) executing powers of attorney, tax information authorizations and any other necessary or appropriate authorizations;

(vi) executing agreements with the Tax Authority or other documents reasonably necessary or appropriate for the settlement or pursuit of the contest of such issue; and

(vii) doing whatever is reasonable under the circumstances to assist the other party in proving that a transaction on or after the Distribution Date does not give rise to Additional Restructuring Taxes.

6.3 Record Retention. The parties, on behalf of themselves and the members of their respective Affiliated Groups, agree to retain all books, records, returns, schedules, documents and all material papers or relevant items of information for periods prior to the Distribution Date for the later of (a) seven (7) years or (b) the full period of the applicable statute of limitations, including any extensions thereof. If, under legislation enacted after the date of this Agreement, the statute of limitations with respect to a transaction does not begin to run until the IRS or other Tax Authority is notified of the transaction, then the statute of limitations for

purposes of clause (b) of this Section 6.3 shall also not begin to run until such notification is given.

ARTICLE VII PAYMENTS

7.1 Payments in General. Any amount required to be paid by one party to the other pursuant to this Agreement (other than the payments described in Sections 5.5 and 5.6 and subsection 6.1(c)(iv)(B) and 6.1(d)(iv)(B)) shall be paid in immediately available funds within thirty (30) days after written demand therefor from the other party given after a Final Determination of the amount thereof.

7.2 Treatment of Payments. In absence of any change in Tax treatment under the Code or other applicable Tax law, (a) any payments made pursuant to this Agreement by Certegy to Equifax shall be reported for Tax purposes by the parties as a distribution from Certegy to Equifax occurring on the Distribution Date immediately before the Distribution; and (b) any payments made pursuant to this Agreement by Equifax to Certegy shall be reported for Tax purposes by the parties as a contribution to the capital of Certegy by Equifax occurring on the Distribution Date immediately before the Distribution.

7.3 Interest on Late Payments. Any amount payable under this Agreement by one party to another party shall, if not paid within ten (10) business days after the due date specified in this Agreement, bear interest from such due date until the date paid at the applicable Federal "short term rate" as defined in section 6621 of the Code in effect on the due date.

7.4 Notice. Equifax and Certegy shall give each other prompt notice of any payment that may be due under this Agreement.

7.5 Tax Items. Except to the extent already provided for in this Agreement, the amount of any indemnification payment required hereunder shall be reduced to take into account the Tax Benefit, if any, allowable to the indemnified party resulting from the event giving rise to such indemnification payment and shall be increased to take into account additional Taxes, if any, incurred by the indemnified party resulting from the receipt of such indemnification payment and any additional payment required by this section. The parties will cooperate with each other in good faith to determine the amounts described in this section.

ARTICLE VIII ADMINISTRATIVE PROVISIONS

8.1 Interest. Except as expressly provided herein, no obligation to pay or right to collect interest or other amounts shall arise by virtue of this Agreement.

8.2 Agency. It is understood and acknowledged that in accordance with Regulations section 1.1502-77, Equifax, as the common parent, is the agent for the members of the Affiliated Group of which Equifax is the common parent (including all members of the Certegy Group with respect to taxable years beginning before the Distribution Date) with respect to all matters referred to therein.

8.3 Expenses. Except as otherwise expressly provided herein, each party to this Agreement hereby agrees to be responsible for all of the costs and expenses which it may incur in carrying out its duties hereunder.

ARTICLE IX
DISPUTE RESOLUTION

Any controversy or claim between the parties arising out of or relating to this Agreement, or the breach hereof not resolved in the normal course of business shall be resolved pursuant to Section 15.10 of the Distribution Agreement, which provisions are hereby incorporated herein by this reference thereto.

ARTICLE X
MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

10.2 Severability. The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

10.3 Amendment and Waiver. This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

10.4 Successors and Assigns. Except to the extent provided by operation of law or as provided herein, neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of each party. If one or more persons acquires all or substantially all of the assets of Equifax or Certegy, Equifax and Certegy each agree that, as a condition to the closing of such acquisition, such person or persons must agree to indemnify the nonacquired party for any Restructuring Taxes incurred by that party as a result of such acquisition.

10.5 Term. This Agreement shall commence on the date of execution indicated above and shall continue in effect until otherwise agreed to in writing by the parties or their successors and assigns.

10.6 Guarantee of Performance; Rights Confined to Parties.

(a) Each party hereby guarantees the performance of all actions, covenants, agreements, and obligations provided under this Agreement of each of its subsidiaries. Each party shall, upon the written request of the other party, cause any of its subsidiaries to formally execute this Agreement.

(b) Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group.

10.7 Notices. All notices and communications under this Agreement shall be in writing and shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, and, (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows::

If to Equifax, to: Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Phillip J. Mazzilli, Chief
Financial Officer

with a copy to: Equifax Inc.

1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attn: Kent E. Mast, General
Counsel

If to Certegy, to: Certegy Inc.
555 NorthPointe Centre East
Alpharetta, Georgia 30022
Attn: Bruce S. Richards, Corporate
Vice President, General Counsel
and Secretary

with a copy to: Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attn: Michael T. Volkommer,
Corporate Vice President and
Chief Financial Officer

Either party may, by written notice delivered to the other party in accordance with this Section 10.7, change the address to which delivery of any notice shall thereafter be made.

10.8 Further Assurances and Consents. In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

10.9 Headings. The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

10.10 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

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

10.12 Prior Tax Sharing Agreements. This Agreement shall supersede any and all tax sharing and indemnification (or similar) agreements between any of the members of the Equifax Group, on the one hand, and any of the members of the Certegy Group, on the other hand.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

Title: Corporate Vice President, General
Counsel and Secretary

CERTEGY INC.

By: /s/ Bruce S. Richards

Title: Corporate Vice President, General
Counsel and Secretary

EXHIBIT A
Foreign Restructuring

1. Transfer of shares of Acrofax, Inc. from Equifax Credit Information Services, Inc. to Equifax and transfer of shares of Telecredit Canada Inc. from Equifax Canada Inc. to Equifax, including all interim transactions related to such transfer (the "Canadian Restructuring").
2. Transfer of shares of Procard S.A. from Equifax de Chile, S.A. to Payment Chile, S.A. ("Payment Chile") and transfer of shares of Payment Chile to Payment South America Holdings, Inc. ("Payment South America"), including all interim transactions related to such transfers (the "Chilean Restructuring").
3. Transfer of shares of Unnisa-Solucoes em Meios de Pagamento Ltda. ("Unnisa"), Equifax Cayman Islands, Ltd. and Partech Ltda. ("Partech") from Equifax do Brasil Ltda to Payment Brasil Holdings Ltda. ("Payment Brazil") and transfer of shares of Payment Brazil to Payment South America, including all interim transactions related to such transfers (the "Brazilian Restructuring").
4. Transfer of certain assets of Equifax plc related to U.K. Payment Services Business and stock of Transax plc and Certegy Card Solutions Ltd. to Certegy Ltd. ("Certegy U.K."), and transfer of shares of Certegy U.K. to Equifax, including all interim transactions related to such transfers (the "U.K. Restructuring").

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Contemplated Restructuring Taxes

1. Canadian income/withholding Tax on Canadian Restructuring transactions.
2. Income/capital gain Tax on Brazilian Restructuring transactions.
3. Income/capital gain Tax on Chilean Restructuring transactions.

EMPLOYEE BENEFITS AGREEMENT

between

EQUIFAX INC.

and

CERTEGY INC.

Dated as of the 30th day of June, 2001

Employee Benefits Agreement

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EMPLOYEE BENEFITS AGREEMENT

THIS EMPLOYEE BENEFITS AGREEMENT, dated as of the 30th day of June, 2001, is by and between Equifax Inc., a Georgia corporation ("Equifax" or the "Corporation"), and Certegy Inc., a Georgia corporation ("Certegy").

WHEREAS, Equifax's Board of Directors has determined that separation from the Corporation of substantially all of the Corporation's payment services assets and businesses and public ownership of such assets and businesses is in the best interests of Equifax and its shareholders; and

WHEREAS, Equifax is consolidating the assets and operations of substantially all of the payment services businesses owned by it and its Subsidiaries into Certegy and its Subsidiaries; and

WHEREAS, Equifax intends to accomplish the separation of Certegy through a distribution of the stock of Certegy to the shareholders of Equifax that is intended to be tax free pursuant to section 355 of the Internal Revenue Code of 1986, as amended (the "Distribution"); and

WHEREAS, Equifax and Certegy have entered into a Distribution Agreement and Plan of Reorganization and Distribution, dated as of June 30, 2001 (the "Distribution Agreement"), and several other agreements that will govern certain matters relating to the Distribution and the relationship of Equifax and Certegy and their respective Subsidiaries following the Distribution; and

WHEREAS, pursuant to the Distribution Agreement, Equifax and Certegy have agreed to enter into this Agreement for the purpose of allocating assets, liabilities, and responsibilities with respect to certain employee compensation and benefit plans and programs between them.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Distribution Agreement, the parties agree as follows:

Article I Definitions and References

1.01 Definitions

For purposes of this Agreement, capitalized terms used (other than the formal names of Equifax Plans (as defined below)) and not otherwise defined shall have the respective meanings assigned to them below or as assigned to them in the Distribution Agreement (as defined above):

(a) Action

"Action" means any demand, action, cause of action, suit, countersuit, arbitration, inquiry, proceeding, or investigation by or before any Governmental Authority or any arbitration or mediation tribunal, pending or threatened, known or unknown.

(b) Agreement

"Agreement" means this Employee Benefits Agreement, including all the attached Appendices.

(c) ASO Contract

"ASO Contract" means an administrative services contract, related prior practice, or related understanding with a third-party administrator that pertains to any Equifax Health and Welfare Plan or any Certegy Health and Welfare Plan.

(d) Award

"Award" means a long-term or short-term award under a Long-Term Incentive Plan or a Short-Term Incentive Plan or, as the context or facts may require, any other award under another incentive or special bonus, incentive, or award program or arrangement.

(e) Bulk Asset Transfer

"Bulk Asset Transfer" is defined in Section 3.02(b)(2).

(f) Certegy Business

"Certegy Business" has the meaning given that term under the Distribution Agreement.

(g) Certegy Common Stock

"Certegy Common Stock" has the meaning given that term under the Distribution Agreement.

(h) Certegy Group

"Certegy Group" has the meaning given that term under the Distribution Agreement.

(i) Close of the Distribution Date

"Close of the Distribution Date" means 11:59:59 P.M., Eastern Time, on the Distribution Date.

(j) Code

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax law. Reference to a specific Code provision also includes any proposed, temporary, or final regulation in force under that provision.

(k) Compensation Committee

"Compensation Committee" means the Compensation and Human Resources Committee of Equifax.

(l) Conversion Formula

"Conversion Formula" means the appropriate formula which shall be applied in adjusting the exercise price and award size of Equifax options under the Equifax Stock Incentive Plans and in determining the exercise price and number of Certegy options under the Certegy Stock Incentive Plans. The Conversion Formula shall be based on the closing per share prices of Equifax common stock (with a due bill) and Certegy Common Stock (on a when-issued basis) as traded on the New York Stock Exchange on the day immediately preceding the Distribution Date or such other prices as jointly agreed upon by Certegy and Equifax, and shall be determined and applied in such a manner as to maintain (1) the aggregate spread of such options, which is the difference between the exercise price per share of Equifax Common Stock covered by the option and the price per share of Equifax Common Stock (with a due bill) immediately preceding the Distribution, multiplied by the total number of shares covered by the option; and (2) the ratio of the exercise price per share covered by the option to the price per share of Equifax Common Stock (with a due bill) immediately preceding the Distribution.

(m) Deferral Programs

"Deferral Programs," when immediately preceded by "Equifax" means the Equifax Deferred Compensation Plan. When immediately preceded by "Certegy," "Deferral Programs" means the executive deferred compensation plan to be established or maintained by Certegy pursuant to Section 2.03.

(n) Distribution

"Distribution" has the meaning given that term under the Distribution Agreement.

(o) Distribution Agreement

"Distribution Agreement" is defined in the preamble of this Agreement.

(p) Distribution Date

"Distribution Date" has the meaning given that term under the Distribution Agreement.

(q) ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specific provision of ERISA also includes any proposed, temporary, or final regulation in force under that provision.

(r) Equifax Executive

"Equifax Executive" means an employee or former employee of a member of the Equifax Group or a member of the Certegy Group who, as of the Close of the Distribution Date, is or was eligible to participate in or receive a benefit under any Equifax Executive Program.

(s) Equifax Group

"Equifax Group" has the meaning given that term under the Distribution Agreement.

(t) Executive Life Plan

"Executive Life Plan," when immediately preceded by "Equifax," means the Executive Life and Supplemental Retirement Benefit Plan maintained by the Equifax Group or when immediately preceded by "Certegy," means a plan to be established or which is maintained pursuant to Section 2.03 by the Certegy Group that corresponds to the Equifax Executive Life Plan, including, in each case, any and all agreements, documents, and policies relating to such Executive Life Plan.

(u) Executive Life Trust

"Executive Life Trust," when immediately preceded by "Equifax," means the trust evidenced by the Equifax Grantor Trust Agreement, dated as of February 4, 2000, and currently associated with the Equifax Executive Life Plan. When immediately preceded by "Certegy," "Executive Life Trust" means the grantor trust to be established or maintained by Certegy pursuant to Section 6.05 that corresponds to the Equifax Executive Life Trust.

(v) Executive Programs

"Executive Programs," when immediately preceded by "Equifax" means the executive benefit and nonqualified plans, programs, and arrangements established, maintained, agreed upon, or assumed by a member of the Equifax Group for the benefit of employees and former employees of members of the Equifax Group before the Close of the Distribution Date. When immediately preceded by "Certegy," "Executive Programs" means the executive benefit plans and programs to be established or which are maintained by Certegy pursuant to Section 2.03 that correspond to the respective Equifax Executive Programs, including those plans and programs listed in Appendix A.

(w) Foreign Plan

"Foreign Plan," when immediately preceded by "Equifax," means a Plan maintained by the Equifax Group or when immediately preceded by "Certegy," a plan to be established or which is maintained by the Certegy Group, in either case for the benefit of employees who are compensated under a payroll which is administered outside the 50 United States, its territories and possessions, and the District of Columbia, including those Plans described in Appendix C.

(x) Governmental Authority

"Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory,

administrative, or governmental authority, including the Department of Labor, the Securities and Exchange Commission, the Internal Revenue Service, and the Pension Benefit Guaranty Corporation.

(y) Group Insurance Policy

"Group Insurance Policy" means a group insurance policy issued in connection with any Equifax Health and Welfare Plan, or any Certegy Health and Welfare Plan, as applicable.

(z) Health and Welfare Plans

"Health and Welfare Plans," when immediately preceded by "Equifax" means the health and welfare benefit plans, programs, and policies (including the Reimbursement Plans) which are sponsored by Equifax. When immediately preceded by "Certegy," "Health and Welfare Plans" means the benefit plans, programs, and policies (including the Reimbursement Plans) corresponding to those plans, programs, and policies sponsored by Equifax as of the Distribution Date, including those plans, programs, and policies listed in Appendix B to this Agreement which will be sponsored by a member of the Certegy Group Immediately after the Distribution Date.

(aa) HMO

"HMO" means a health maintenance organization that provides benefits under the Equifax Health and Welfare Plans or the Certegy Health and Welfare Plans, as applicable.

(bb) HMO Agreements

"HMO Agreements" means contracts, letter agreements, practices, and understandings with HMOs that provide medical, dental, or vision services under the Equifax Health and Welfare Plans and the Certegy Health and Welfare Plans, as applicable.

(cc) Immediately after the Distribution Date

"Immediately after the Distribution Date" means 12:00 A.M., Eastern Time, on the day after the Distribution Date.

(dd) Individual Agreement

"Individual Agreement" means an individual contract or agreement (whether written or unwritten) entered into between a member of the Equifax Group or a member of the Certegy Group and any employee or individual who will be an employee of, or otherwise assigned to, the Certegy Group Immediately after the Distribution Date that establishes the right of such individual to special compensation or benefits, special bonuses, supplemental pension benefits, hiring bonuses, loans, guaranteed payments, special allowances, tax equalization payments, special expatriate compensation payments, disability benefits, or other forms of compensation and benefits, or that provides benefits similar to those identified in Appendix A.

(ee) Initial Asset Transfer

"Initial Asset Transfer" is defined in Section 3.02(b)(2).

(ff) Liabilities

"Liabilities" means any and all losses, claims, charges, debts, premiums, demands, actions, costs, and expenses (including any current or future benefit payments or other entitlements, and administrative and related costs and expenses of any Plan, program, service or consulting agreement, or arrangement), of any nature whatsoever, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whether or not imposed or determined by a court, whenever arising.

(gg) Long-Term Incentive Plan

"Long-Term Incentive Plan," when immediately preceded by "Equifax" means the Equifax Inc. Key Management Long-Term Incentive Plan, the Equifax Inc. 1988 Performance Share Plan for Officers, and any other long-term incentive plans established or maintained by a member of the Equifax Group. When immediately preceded by "Certery," "Long-Term Incentive Plan" means the long-term incentive plan to be established or assumed by Certery pursuant to Section 2.03.

(hh) Material Feature

"Material Feature" means any feature of a Plan that could reasonably be expected to be of material importance to the sponsoring employer or the participants and beneficiaries of the Plan, which could include, depending on the type and purpose of the particular Plan, the class or classes of employees eligible to participate in such Plan, the nature, type, form, source, and level of benefits provided by the employer under such Plan and the amount or level of contributions, if any, required or permitted to be made by participants (or their dependents or beneficiaries) to such Plan.

(ii) Participating Company

"Participating Company" means any Person (other than an individual) that is participating in a Plan sponsored by a member of the Equifax Group or a member of the Certery Group, as the context requires.

(jj) Pension Plan

"Pension Plan," when immediately preceded by "Equifax," means the Equifax Inc. United States Retirement Income Plan. When immediately preceded by "Certery," "Pension Plan" means the plan to be established or maintained by Certery pursuant to Section 2.03 that corresponds to the Equifax Pension Plan.

(kk) Pension Plan Spinoff Date

"Pension Plan Spinoff Date" shall have the meaning given that term under Section 3.02(b)(1).

(ll) Pension Trust

"Pension Trust," when immediately preceded by "Equifax," means the trust evidenced by the Equifax Trust Agreement, as amended from time to time, and currently associated with the

Equifax Pension Plan. When immediately preceded by "Certegy," "Pension Trust" means the trust to be established or maintained by Certegy pursuant to Section 3.01 that corresponds to the Equifax Pension Trust.

(mm) Person

"Person" means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity, or any Governmental Authority.

(nn) Plan

"Plan," when immediately preceded by "Equifax" or "Certegy," means any plan, policy, program, payroll practice, on-going arrangement, contract, trust, insurance policy, or other agreement or funding vehicle, whether written or unwritten, providing benefits to employees or former employees of the Equifax Group or the Certegy Group, as applicable.

(oo) Plan Termination Liability

"Plan Termination Liability" shall be calculated in accordance with Section 414(l) of the Code based on the assumptions used by the Pension Benefit Guaranty Corporation as of the Pension Plan Spinoff Date.

(pp) Reimbursement Plans

"Reimbursement Plans," when immediately preceded by "Equifax," means the Equifax Health Care Account Plan and the Equifax Dependent Care Account Plan, as applicable. When immediately preceded by "Certegy," "Reimbursement Plans" means the health care flexible spending account plan and the dependent care flexible spending account plan to be established or maintained by Certegy pursuant to Section 2.03 that corresponds to the corresponding Equifax Reimbursement Plan.

(qq) Savings Plan

"Savings Plan," when immediately preceded by "Equifax," means the Equifax Inc. 401(k) Retirement and Savings Plan. When immediately preceded by "Certegy," "Savings Plan" means the Certegy 401(k) plan to be established by Certegy pursuant to Section 2.03.

(rr) Short-Term Incentive Plan

"Short-Term Incentive Plan," when immediately preceded by "Equifax" means any short-term compensation, bonus, or incentive compensation programs established or maintained by the Equifax Group. When immediately preceded by "Certegy," "Short-Term Incentive Plan" means any short-term compensation, bonus, or incentive compensation programs to be established or maintained by Certegy pursuant to Section 2.03.

(ss) Stock Incentive Plan

"Stock Incentive Plan," when immediately preceded by "Equifax," means the Equifax Inc. 2000 Stock Incentive Plan, the Equifax Inc. Omnibus Stock Incentive Plan, the 1995

Employee Stock Incentive Plan and the 1993 Employee Stock Incentive Plan and any other stock-based incentive plan established or maintained by a member of the Equifax Group. When immediately preceded by "Certegy," "Stock Incentive Plan" means the stock incentive plans to be established or assumed by Certegy pursuant to Section 2.03.

(tt) Subsequent Asset Transfer

"Subsequent Asset Transfer" is defined in Section 3.02(b)(2).

(uu) Subsidiary

"Subsidiary" of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is, directly or indirectly, owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided,

however, that no Person that is not directly or indirectly wholly owned by any

other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power, or ability to control, that Person.

(vv) Transferred Individual

"Transferred Individual" means any individual who, as of the Close of the Distribution Date:

(1) is actively employed by, or on a leave of absence (including those individuals receiving short-term disability benefits and those taking leave pursuant to the Family and Medical Leave Act of 1993, as amended) from, a member of the Certegy Group or the Certegy Business (or is deemed to be so employed or on leave in accordance with an agreement between Equifax and Certegy); or

(2) is not actively employed by, nor on a leave of absence from, Equifax or a member of the Certegy Group or the Certegy Business, and:

(A) whose most recent (through the Close of the Distribution Date) active employment with Equifax or a past or present affiliate of Equifax was with an entity or a corporate division of the Certegy Business, and the predecessors of any such entities; or

(B) who otherwise is identified pursuant to a methodology approved by Equifax and Certegy, which methodology shall be consistent with the intent of the parties that former employees of Equifax or a past or present affiliate of Equifax and such other individuals who performed services for Equifax (including non-employees) will be aligned with the entity for which they most recently (through the Close of the Distribution Date) were employed or otherwise provided services.

Notwithstanding the prior sentence, the term "Transferred Individual" shall not include any individual who is otherwise designated in (2) above and who as of the Close of the

Distribution Date (i) is receiving payments from the Equifax Pension Plan, (ii) has retiree health coverage from Equifax in effect or (iii) is receiving benefits under the Equifax Long-Term Disability Plan.

For purposes of this Agreement with respect to all Health and Welfare Plans (other than Plans providing retiree life insurance and health benefits), all Foreign Plans providing health and welfare benefits, and all Executive Programs, the term "Transferred Individual" shall only mean those individuals described in (1) above, together with those individuals that are related thereto as described below.

An alternate payee under a qualified domestic relations order (within the meaning of Code (S) 414(p) and ERISA (S) 206(d)), alternate recipient under a qualified medical child support order (within the meaning of ERISA ss. 609(a)), beneficiary, or covered dependent, in each case, of an employee or former employee described in (1) or (2) above shall also be a Transferred Individual with respect to the interest of such alternate payee, alternate recipient, beneficiary, or covered dependent in that employee's or former employee's benefit under the applicable Plans. Such an alternate payee, alternate recipient, beneficiary, or covered dependent shall not otherwise be considered a Transferred Individual with respect to his or her own benefits under any applicable Plans, unless he or she is a Transferred Individual by virtue of either of subparagraphs (1) or (2) above. In addition, Equifax and Certegy may agree to designate any other individuals, or group of individuals, as Transferred Individuals.

Subject to the other provisions of this definition, an individual may be a Transferred Individual pursuant to this definition regardless of whether such individual is, as of the Distribution Date, alive, actively employed, on a temporary leave of absence from active employment, on layoff, terminated from employment, retired or on any other type of employment, post-employment, or independent contract status relative to Equifax or Certegy or to an Equifax or Certegy Plan. Solely for purposes of assigning any Liabilities from Equifax to Certegy under this Agreement, an individual may be a Transferred Individual regardless of whether the individual is, or was, a common law employee, independent contractor, temporary employee, temporary service worker, consultant, freelancer, agency employee, leased employee, on-call worker, incidental worker, or nonpayroll worker of a member of the Equifax Group or of the Certegy Group or in any other employment, non-employment, or retainer arrangement or other relationship with any member of the Equifax Group or the Certegy Group. Transferred Individual includes any individual who is on an international assignment whether paid on a U.S. payroll or a payroll outside the U.S. if such individual otherwise falls within any of the above categories.

Notwithstanding anything to the contrary in this definition, the term Transferred Individual under this Agreement shall not include any individual who was otherwise directly transferred from former employment with a member of the Equifax Group to employment with any other Person (under an agreement whereby such Person assumed full liability with respect to all claims and rights related to such individual's pre-transfer employment), unless such individual has been re-employed as an active employee of a member of the Equifax Group prior to the Close of the Distribution Date.

Nothing contained in this Agreement shall permit, or be construed or interpreted to permit, any non-employee of Equifax or Certegy to participate, at any time, in any Plan of Equifax or Certegy.

(ww) Transition Support Agreement

"Transition Support Agreement" means the Transition Support Agreement entered into by Equifax and Certegy governing certain matters related to the relationship of the parties after the Distribution.

(xx) VEBA

"VEBA," when immediately preceded by "Equifax," means the Equifax Inc. Voluntary Employees Beneficiary Association. When immediately preceded by "Certegy," "VEBA" means the welfare benefit fund to be established by Certegy pursuant to Section 5.02 that corresponds to the Equifax VEBA.

1.02 References

Unless the context clearly indicates otherwise, reference to a particular Article, Section, subsection or paragraph means the Article, Section, subsection or paragraph so delineated in this Agreement.

Article II General Principles

2.01 Assumption of Liabilities

Except for each Liability that is expressly retained in writing by Equifax or excluded in writing by Equifax from those being assumed by Certegy and unless otherwise provided for elsewhere in this Agreement, Certegy hereby assumes and agrees to pay, perform, fulfill, and discharge, in accordance with their respective terms and conditions, all of the following (regardless of when or where such Liabilities arose or arise or were or are incurred): (i) all Liabilities to or relating to Transferred Individuals arising out of or resulting from employment by, the performance of services for, or any other type of financial relationship with, a member of the Equifax Group before becoming Transferred Individuals and thereafter (including Liabilities under Equifax Plans and Certegy Plans), (ii) all other Liabilities to or relating to Transferred Individuals and other employees or former employees of a member of the Certegy Group, and their dependents and beneficiaries, to the extent relating to, arising out of or resulting from future, present, or former employment with, or the provision of services for, a member of the Certegy Group or the Certegy Business (including Liabilities under Equifax Plans and Certegy Plans), (iii) all Liabilities relating to, arising out of, or resulting from any other actual or alleged employment, performance of services for, or any other type of financial relationship with the Certegy Group or the Certegy Business; (iv) all Liabilities under any Individual Agreements relating to Transferred Individuals, and (v) all other Liabilities relating to, arising out of, or resulting from obligations, liabilities, and responsibilities expressly assumed or retained by a member of the Certegy Group or a Certegy Plan pursuant to this Agreement; provided, however, that, consistent with Section 7.18, Certegy shall

not assume any Liability with respect to any claim which is made by any Person (other than a Person who is a member of the Certegy Group) and which is related solely to Equifax's exercise of its fiduciary responsibility for the investment of the assets of the Equifax Plans prior to the Distribution Date (or prior to the Pension Plan Spinoff Date for purposes of the Equifax Pension Plan and prior to the Savings Plan Transfer Date for purposes of the Equifax Savings Plan).

2.02 Certegy Group Participation in Equifax Plans

(a) Participation in Equifax Plans

Subject to the terms and conditions of this Agreement, each member of the Certegy Group that is, as of the date of this Agreement, a Participating Company in any of the Equifax Plans shall continue as such through the Close of the Distribution Date unless, for periods before the Distribution Date, the parties mutually agree otherwise. Effective as of any date before the Distribution Date, a member of the Certegy Group not described in the preceding sentence may, at its request and with the consent of Equifax (which consent shall not be unreasonably withheld), become a Participating Company in any or all of the Equifax Plans in which Transferred Individuals participate.

(b) Equifax's General Obligations as Plan Sponsor

Equifax shall continue through the Close of the Distribution Date to administer, or cause to be administered, in accordance with their terms and applicable law, the Equifax Plans and

Equifax (or its designee) shall have the sole discretion and authority to interpret the Equifax Plans through such date and during any subsequent period.

(c) Certegy's General Obligations as Participating Company

Certegy shall perform with respect to its participation in the Equifax Plans, and shall cause each other member of the Certegy Group that is a Participating Company in any Equifax Plan to perform the duties of a Participating Company as set forth in such Plans, and any written or oral procedures adopted pursuant thereto, including: (i) assisting in the administration of claims, to the extent requested by the claims administrator or plan administrator of the applicable Equifax Plan, (ii) cooperating fully with Equifax Plan auditors, benefit personnel and benefit vendors, (iii) preserving the confidentiality of all financial and business arrangements Equifax has or may have with any vendors, claims administrators, trustees or any other entity or individual with whom Equifax has entered into an agreement relating to the Equifax Plans, and (iv) preserving the confidentiality of participant health information (including health information in relation to leaves under the Family and Medical Leave Act of 1993, as amended).

(d) Termination of Participating Company Status

Unless otherwise provided in this Agreement, effective as of the Close of the Distribution Date, Certegy and each member of the Certegy Group shall cease to be a Participating Company in the Equifax Plans.

2.03 Establishment of The Certegy Plans

Unless otherwise provided in this Agreement, either before the Close of the Distribution Date or effective Immediately after the Distribution Date, Certegy shall adopt, or shall cause to be adopted, the Certegy Pension Plan, the Certegy Savings Plan, the Certegy Health and Welfare Plans listed in Appendix B, and the Certegy Executive Programs listed in Appendix A for the benefit of Transferred Individuals and other current, future, and former employees of the Certegy Group. The foregoing Certegy Plans as in effect Immediately after the Distribution Date shall be substantially identical in all Material Features to the corresponding Equifax Plans as in effect as of the Close of the Distribution Date. Except for the Certegy Savings Plan and VEBA, any Certegy Plans that are adopted by Certegy before the Close of the Distribution Date shall be adopted to become effective Immediately after the Distribution Date. Notwithstanding the above, Certegy shall not be required to adopt any stock benefits trust or rabbi trust related to any Equifax Executive Program or Health and Welfare Plan (including any program or plan maintained by Equifax that is not listed in Appendix A) other than the Executive Life Trust.

2.04 Terms of Participation by Transferred Individuals

The Certegy Plans shall be, with respect to Transferred Individuals, in all respects the successors in interest to, shall recognize all rights and entitlements as of the Close of the Distribution Date under, and shall not provide benefits that duplicate benefits provided by, the corresponding Equifax Plans for such Transferred Individuals. Equifax and Certegy shall agree on methods and procedures, including amending the respective Plan documents, to prevent Transferred Individuals from receiving duplicative benefits from the Equifax Plans and the Certegy Plans. Certegy shall not permit any Certegy Plan to commence benefit payments to

Transferred Individuals until it receives notice from Equifax regarding the date on which payments under the corresponding Equifax Plan shall cease. With respect to Transferred Individuals, each Certegy Plan shall provide that all service, all compensation, and all other benefit-affecting determinations that, as of the Close of the Distribution Date, were recognized under the corresponding Equifax Plan (for periods immediately before the Close of the Distribution Date) shall, as of Immediately after the Distribution Date, receive full recognition, credit, and validity and be taken into account under such Certegy Plan to the same extent as if such items originally occurred under such Certegy Plan, except to the extent that duplication of benefits would result. The provisions of this Agreement for the transfer of assets, if any, from certain trusts relating to Equifax Plans (including Foreign Plans) to the corresponding trusts relating to Certegy Plans (including Foreign Plans) are based upon the understanding and agreement of the parties that each such Certegy Plan will assume all Liabilities of the Transferred Individuals and corresponding Equifax Plan to or relating to Transferred Individuals, as provided for herein. If there are any legal or other authoritative reasons that any such Liabilities are not effectively assumed by the appropriate Certegy Plan, then the amount of assets transferred to the trust relating to such Certegy Plan from the trust relating to the corresponding Equifax Plan shall be recomputed, ab initio, as set forth in this Agreement but

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taking into account the retention of such Liabilities by such Equifax Plan, and assets shall be transferred by the trust relating to such Certegy Plan to the trust relating to such Equifax Plan so as to place each such trust in the position it would have been in, had the initial asset transfer been made in accordance with such recomputed amount of assets.

Article III Defined Benefit Plans

3.01 Establishment of Mirror Pension Trusts

Effective Immediately after the Distribution Date, Certegy shall establish, or cause to be established, the Certegy Pension Trust which shall be qualified under Code (S) 401(a), be exempt from taxation under Code (S) 501(a)(1), and form part of the Certegy Pension Plan. Certegy shall, prior to the end of the remedial amendment period for the Certegy Pension Plan, apply for a determination letter from the Internal Revenue Service that shall provide that the Certegy Pension Plan and the Certegy Pension Trust satisfy the requirements for qualification under Code sections 401(a) and 501(a), and Certegy shall take all actions necessary or appropriate to obtain such letter.

3.02 Assumption of Pension Plan and Liabilities and Allocation of Interests in the Equifax Pension Trust

(a) Assumption of Liabilities by Certegy Pension Plan

Immediately after the Pension Plan Spinoff Date all Liabilities to or relating to Transferred Individuals under the Equifax Pension Plan shall cease to be Liabilities of the Equifax Pension Plan, and shall be assumed in full and in all respects by the Certegy Pension Plan. If the Pension Plan Spinoff Date does not occur Immediately after the Distribution Date, accruals for Transferred Individuals for the period beginning Immediately after the Distribution Date shall occur under the Certegy Pension Plan, and the benefits paid to Transferred Individuals under the Certegy Pension Plan for periods prior to the Pension Plan Spinoff Date shall be reduced by benefits paid to them under the Equifax Pension Plan. No pension benefits with respect to such Transferred Individuals shall commence from the Equifax Pension Plan while a Transferred Individual is employed by the Certegy Group.

(b) Asset Allocations and Transfers

(1) Determination of Asset Transfer Date and Allocation

(A) It is expected that assets will be transferred from the Equifax Pension Trust to the Certegy Pension Trust effective as of the date described in this subparagraph (A) (the "Pension Plan Spinoff Date"). The asset transfer is scheduled to occur Immediately after the Distribution Date (or on such rescheduled date as may be separately agreed to), provided that the assets of the Equifax Pension Plan on such date are at least 106% of its Plan Termination Liability on such date. If the assets of the Equifax Pension Plan are not at least 106% of its Plan Termination Liability on such date, either Equifax or Certegy may elect not to proceed with the transfer as of the scheduled date. If the transfer of assets does not occur on the scheduled date, Equifax and Certegy will mutually reschedule the transfer date; provided,

however, such rescheduled date must occur (i) not later than December 31, 2001,

and (ii) on a date when the assets of the Equifax Pension Plan are at least 106% of its Plan Termination Liability (or another percentage of such liability that is agreed to by Equifax and Certegy). If the assets of the Equifax Pension Plan are not at least equal to the applicable minimum percentage of its Plan Termination Liability on such date, either Equifax or Certegy may elect not to proceed with the transfer as of the rescheduled date.

(B) If a Pension Plan Spinoff Date occurs in accordance with the conditions described in subparagraph (A) above, then effective as of the Pension Plan Spinoff Date and pursuant to the procedures described in this Section 3.02(b), Equifax shall transfer from the Equifax Pension Trust an amount of assets equal to the Plan Termination Liability with respect to Transferred Individuals under the Equifax Pension Plan to the Certegy Pension Trust. In addition, Equifax shall also transfer an amount of assets determined in the sole discretion of Equifax that is in addition to the amount of assets determined in the prior sentence; provided, however, Equifax shall not transfer any such

additional amount of assets to the extent, determined as of immediately after the Pension Plan Spinoff Date, such transfer would cause (i) the Equifax Pension Plan to be funded at less than 101% of its Plan Termination Liability or (ii) the Certegy Pension Plan to be funded at more than 250% of its Plan Termination Liability.

(2) Transfer of Assets to Certegy Pension Trusts

(A) Effective as soon as practicable after the Pension Plan Spinoff Date, Equifax shall cause to be transferred from the Equifax Pension Trust to the Certegy Pension Trust an initial amount of assets in cash (the "Initial Asset Transfer"). The amount of the Initial Asset Transfer shall not be less than Equifax's estimate, determined by Equifax in its sole discretion, of the cash required by the Certegy Pension Plan to make payment of benefits and appropriate expenses from the Certegy Pension Trust in accordance with the Plan from the time of the Initial Asset Transfer to the time of the Bulk Asset Transfer, described below. In the event Certegy notifies Equifax that the Initial Asset Transfer provides insufficient cash for this purpose, or if Equifax decides to provide additional funds, Equifax will cause to be transferred other amounts of cash or marketable assets (a "Subsequent Asset Transfer").

(B) As soon as practicable after the calculation of each Plan's interest in the Equifax Pension Trust, but in no event before Equifax (or its authorized representative) determines that the calculation and the data on which it is based are acceptably complete, accurate, and consistent, Equifax will cause the appropriate amount of assets to be transferred from the Equifax Pension Trust to the Certegy Pension Trust (the "Bulk Asset Transfer"). The amount of assets to be transferred in the Bulk Asset Transfer shall be equal to the interests of the Certegy Pension Plan determined pursuant to Section 3.02(b)(1), adjusted by Equifax as of the date of the Bulk Asset Transfer to the extent necessary to reflect (i) any additional pension contributions that are specifically designated by Equifax for the Certegy Pension Plan, (ii) a proportionate share of actual investment gains and losses experienced in the Equifax Pension Trust, (iii) benefit payments and expenses allocable to the Certegy Plan, and (iv) the Initial Asset Transfer, Subsequent Asset Transfers, data corrections, enhancements, and computational refinements from immediately after the Pension Plan Spinoff Date through the date of the actual transfer of such assets. If circumstances permit and if agreed to by Equifax and Certegy, the parties may perform the Bulk Asset Transfer at the same time as the Initial Asset Transfer or any Subsequent Asset Transfers.

(3) Transfer of Specific Assets in Bulk Asset Transfer

The specific assets to be transferred from the Equifax Pension Trust to the Certegy Pension Trust in the Bulk Asset Transfer shall be made up of cash and marketable assets selected by Equifax consistent with the objective of enabling Certegy to implement prospectively an

investment program for the Certegy Pension Trust, but in no event shall Equifax or the Equifax Pension Trust be required to incur unreasonable transaction costs in the process of transferring assets and subsequently re-balancing the investment portfolio held by the Equifax Pension Trust. Furthermore, Equifax shall not be required to transfer any specific asset or any portion of any specific fund or investment manager account, and Equifax shall not transfer the Venture Capital Assets, as defined in subsection (c) below, and any amount of Certegy Common Stock that would place the Certegy Pension Plan in violation of the employer stock acquisition limitations of ERISA section 407; provided,

however, that Equifax shall transfer interests in group annuity contracts held

by the Equifax Pension Trust to the extent such group annuity contracts (in whole or in part, as the case may be) specifically cover the accrued pension benefits of Transferred Individuals. In transferring specific assets, Equifax makes no representation as to the appropriateness of the resulting asset allocation or investment performance resulting from the specific assets transferred. By accepting the assets transferred, Certegy acknowledges that it and not Equifax is serving as the fiduciary for the Certegy Pension Trust with respect to the determination and actual transfer of assets from the Equifax Pension Trust and that, acting as fiduciary for the Certegy Pension Plan, Certegy further acknowledges that it is able to change the asset allocation as it deems appropriate at any time. Once the assets have been transferred to and received by the Certegy Pension Trust, such event shall fully and finally foreclose any issue or matter of any nature whatsoever by Certegy, the Certegy Pension Trust, the Certegy Pension Plan, or any other trust(s) related to such Plan against Equifax, the Equifax Pension Trust, the Equifax Pension Plan, or any other trust(s) related to such Plan with respect to the condition, identity, or value of such assets and Certegy shall fully indemnify Equifax, its employees, officers, directors, and the Equifax Pension Plan, the Equifax Pension Trust, and any trustees or fiduciaries thereof regarding any Liability or legal or regulatory issue of any nature with respect thereto.

(c) Valuation of Venture Capital Assets

For all purposes under this Article III, the assets of the Equifax Pension Trust that are invested in a portfolio of venture capital funds (collectively, the "Venture Capital Assets") shall be valued based upon the most recent quarter-end value reported to the Equifax Pension Plan by the venture capital funds, provided that Equifax determines that such valuation remains sufficiently current to be a permissible valuation for purposes of Code section 414(l).

(d) Pension Plan Transition Period

If the Pension Plan Spinoff Date does not occur Immediately after the Distribution Date, there shall be a transition period (the "Pension Plan Transition Period") during which Transferred Individuals shall be participants in both the Equifax Pension Plan and the Certegy Pension Plan. The Pension Plan Transition Period shall begin Immediately after the Distribution Date and shall end effective as of the Pension Plan Spinoff Date. During the Pension Plan Transition Period, Equifax shall retain all assets and Liabilities with respect to Transferred Individuals under the Equifax Pension Plan and the Certegy Pension Plan shall provide equivalent pension benefits (taking into account service and compensation with Equifax) with an offset for any benefits provided under the Equifax Pension Plan.

(e) Negotiation if There Is No Pension Plan Spinoff Date

In the event that Equifax is unable to select a Pension Plan Spinoff Date under the conditions described in Section 3.02(b)(1), Equifax and Certegy shall enter negotiations as soon as practicable after January 1, 2002 on how to structure the Equifax Pension Plan and the Certegy Pension Plan with respect to Transferred Individuals. During the period that negotiations are ongoing and during any period that Equifax and Certegy are unable to reach an agreement that is mutually satisfactory to Equifax and Certegy respecting such matters, the Pension Plan Transition Period shall be continued as provided in Section 3.02(d).

(f) Allocation of Code Section 401(h) Opportunity

For purposes of allocating between the Equifax and Certegy Pension Plans the Code Section 401(h) contribution limitation that is derived from (i) contributions made to the Equifax Pension Plan for periods before the Close of the Distribution Date, and (ii) any contribution described in Section 3.02(b)(2)(B)(i), the Certegy Pension Plan shall be entitled to 8.3% of the aggregate dollar amount of the contribution limitation derived from such contributions. Such percentage reflects the expected postretirement benefit obligations that Certegy is assuming under this Agreement as compared to the aggregate expected postretirement benefit obligations of both Equifax and Certegy as of the Close of the Distribution Date.

3.03 Governmental Compliance

Notwithstanding any provision of this Agreement to the contrary, in the event that at any time any Governmental Authority challenges or seeks to prevent the transfer of assets and Liabilities provided for in Section 3.02, (i) Equifax may, in its sole discretion, retain all assets and Liabilities with respect to Transferred Individuals under the Equifax Pension Plan, and require Certegy to provide equivalent benefits under plans maintained by it with an offset for any benefits to be provided under the Equifax Pension Plan, or (ii) reach such other agreement as may be mutually satisfactory to Equifax and Certegy respecting the matters covered by this Article III. If Equifax, in its sole discretion, retains any Liability of any Transferred Individual under the Equifax Pension Plan, Certegy shall fully reimburse Equifax for the full cash costs of, including any administrative expenses relating to, any Liabilities that it has not otherwise agreed to assume that result from the intervention of the Governmental Authority.

Article IV Defined Contribution Plans

4.01 Savings Plan

(a) Savings Plan Trust

Prior to the Distribution Date, Certegy shall establish, or cause to be established, a trust qualified under Code (S) 401(a), which shall be exempt from taxation under Code (S) 501(a)(1), and form part of the Certegy Savings Plan. Certegy shall, prior to the end of the remedial amendment period for the Certegy Savings Plan, apply for a determination letter from the Internal Revenue Service that shall provide that the Certegy Savings Plan and its related trust satisfy the requirements for qualification under Code sections 401(a) and 501(a), and Certegy shall take all actions necessary or appropriate to obtain such letter.

(b) Savings Plan Participation

Effective Immediately after the Distribution Date, the Certegy Savings Plan shall assume and be solely responsible for all ongoing rights of Transferred Individuals for future participation (including the right to make contributions through payroll deductions) in the Certegy Savings Plan. Certegy shall cause the Certegy Savings Plan to recognize and maintain all contribution and investment elections made by Transferred Individuals under the Equifax Savings Plan as such elections were last in effect during the period immediately prior to the Distribution Date and shall apply such elections under the Certegy Savings Plan for the remainder of the period or periods for which such elections are by their terms applicable (subject in all cases to applicable election change rights of the Transferred Individuals).

(c) Assumption of Liabilities and Transfer of Assets

Effective on a date selected by Equifax (the "Savings Plan Transfer Date") and except as provided in the last sentence of this subsection: (i) the Certegy Savings Plan shall assume and be solely responsible for all Liabilities to or relating to Transferred Individuals under the Equifax Savings Plan; and (ii) Equifax shall cause the accounts of the Transferred Individuals under the Equifax Savings Plan which are held by its related trust as of the Savings Plan Transfer Date to be transferred to the Certegy Savings Plan and its related trust, and Certegy shall cause such transferred accounts to be accepted by such plan and trust. Effective no later than the Savings Plan Transfer Date, Certegy shall use its reasonable best efforts to enter into such agreements to accomplish such assumptions and transfers and the maintenance of the necessary participant records. As soon as practicable after the Savings Plan Transfer Date, assets related to the accounts of all Transferred Individuals shall be transferred from the Equifax Savings Plan to the Certegy Savings Plan in cash or in kind, at Equifax's discretion, and, to the extent practicable, shall be invested in investment options in the Certegy Savings Plan which are comparable to the investment options in which such accounts were invested immediately before the Savings Plan Transfer Date. Until such transfer (but subject to reasonable blackout requirements and subject to subsection (d) below), Transferred Individuals shall be able to exercise customary investment discretion over their accounts in the Equifax Savings Plan. No benefits with respect to a Transferred Individual from the Equifax Savings Plan shall be paid while he or she is employed by the Certegy Group after the Savings Plan Transfer Date.

(d) Specific Stock Funds in the Equifax and Certegy Savings Plan

Effective Immediately after the Distribution Date, a Certegy Common Stock fund shall be added as an investment option to the Equifax Savings Plan, and the Certegy Savings Plan shall provide for both an Equifax Common Stock fund and a Certegy Common Stock fund as investment options. The Certegy Common Stock fund in the Equifax Savings Plan and the Equifax Common Stock fund in the Certegy Savings Plan are each referred to as a "Non-Employer Stock Fund" with respect to the applicable Plan. Unless Equifax and Certegy agree otherwise, each Non-Employer Stock Fund shall be maintained under the respective Plan through December 31, 2002. After such date, Equifax and Certegy agree to cooperate with each other with respect to the disposition of the stock when either party decides to liquidate or otherwise terminate the Non-Employer Stock Fund in its Savings Plan. In the absence of any agreement regarding such liquidation, the liquidation of the Non-Employer Stock Fund shall be made in a ratable manner over a period of six months. Furthermore, at any time that Equifax or Certegy decides to sell or otherwise dispose of any amount of shares in their Non-Employer Stock Fund, the selling party shall follow the procedures of Section 4.02 (except to the extent waived in writing by an authorized representative of the other party). The Equifax Savings Plan and the Certegy Savings Plan shall each provide that, after the Distribution Date, no new contributions may be invested in, and no amounts may be transferred from other investment options to the Non-Employer Stock Fund under the respective Plan. To the extent the parties determine it is necessary to preserve the tax status of the Distribution under the Code, the Equifax Savings Plan shall provide that no earnings or dividends under its Non-Employer Stock Fund may be reinvested in Certegy Common Stock and the Certegy Savings Plan shall provide that no earnings or dividends under its Non-Employer Stock Fund may be reinvested in Equifax Common Stock; provided, however, this requirement shall not prohibit such

earnings and dividends from remaining in the applicable Non-Employer Stock Fund as cash or as an amount that is invested in any non-stock investment in such fund.

(e) Miscellaneous Funds

In the event that Equifax determines that it is not feasible or appropriate to transfer in-kind the assets of a particular investment fund from the Equifax Savings Plan to the Certegy Savings Plan, then the value of the assets in the affected investment, as of the close of business on the Savings Plan Transfer Date (plus actual earnings or losses attributable to such amount from the Savings Plan Transfer Date to the date the assets are actually transferred) shall be transferred in cash to the Certegy Savings Plan and Certegy shall invest such cash in its Savings Plan and trust in the same manner and proportion as it was invested in the Equifax Savings Plan or otherwise at the direction of the affected participant.

(f) Transfer of Assets Concerning Matching Contribution Account

The transfer of assets to the Certegy Savings Plan shall include the transfer of a portion of an account, which holds shares of Equifax common stock that were intended to be used to fund the Equifax Savings Plan's matching contributions for the 2001 plan year (the "Special Account"). The apportionment of the Special Account between the Equifax Savings Plan and the Certegy Savings Plan shall be determined as follows as of the Savings Plan Transfer Date. The portion of the Special Account transferred to the Certegy Savings Plan shall be determined by

multiplying three components of the Special Account (determined immediately prior to the Savings Plan Transfer Date) by a fraction, the numerator of which shall be the total elective deferrals made by Transferred Individuals during the portion of the 2001 calendar year ending immediately prior to the Savings Plan Transfer Date and the denominator of which shall be the total elective deferrals made by all participants in the Equifax Savings Plan during this portion of the 2001 calendar year. The three components are (1) shares of Equifax common stock in the Special Account, (2) shares of Certegy Common Stock in the Special Account (if any), and (3) cash. The product of each such component, after it has been multiplied by the above fraction, shall be the portion transferred to the Certegy Savings Plan. With respect to components (1) and (2), cash shall be transferred in lieu of a fractional share.

4.02 Non-Employer Stock Fund Procedures

(a) Application of Procedures

Whenever Equifax or Certegy (the "Selling Party") desires to sell or otherwise dispose of any or all of the shares of stock of the other party (the "Notice Party") in their respective Non-Employer Stock Funds, the Selling Party shall follow the procedures for selling or otherwise disposing of such stock, and the Notice Party shall be entitled to advance notice and a right of first refusal to purchase such stock all as provided in this section.

(b) Right of First Refusal and Notice Procedures

When the Selling Party desires to sell or otherwise dispose of any or all of the shares of stock in their Non-Employer Stock Fund, the Selling Party shall first offer such stock for sale to the Notice Party by delivering to the Notice Party's Chief Financial Officer, or his or her designee, a written offer of such shares of stock for sale to the Notice Party. The offer for sale to the Notice Party shall designate the total number of shares of stock desired to be sold (the "Offered Shares") and any special terms of sale, if the Offered Shares will not be sold on the market.

(c) Procedures After Notice is Given

The Notice Party shall within 30 days after receipt of notice advise the Selling Party in writing whether it desires to purchase the Offered Shares, and the terms upon which such purchase would be consummated. Failure to so notify the Selling Party shall be deemed a rejection of the offer, and the Selling Party after the close of the 30-day period may sell or otherwise dispose of the Offered Shares in its sole discretion. In the event that the Notice Party advises the Selling Party of its acceptance of the offer for sale, such acceptance shall specify a purchase date (the "Purchase Date") that is not less than ten nor more than 30 days after the date of such acceptance, and on which the New York Stock Exchange is scheduled to be open for trading. The purchase price paid for the Offered Shares and the terms and conditions of the payment shall be negotiated and agreed upon between the Selling Party and the Notice Party before the Purchase Date. If the Selling Party and the Notice Party have not agreed upon the price and the terms and conditions for payment by the Purchase Date, the Notice Party shall have the right to purchase all of the Offered Shares for cash immediately following the close of the New York Stock Exchange on the Purchase Date, at a price per Offered Share equal to its closing price on the New York Stock Exchange (but with any adjustment for the size of the block that is

necessary, in the judgment of the valuation expert designated by Equifax and Certegy for this purpose, to accomplish the sale at fair market value). If the Notice Party does not purchase and pay for all of the Offered Shares on the Purchase Date, it shall be deemed to have completely rejected the offer and all of the Offered Shares may be sold or otherwise disposed of by the Selling Party in its sole discretion.

Article V Health and Welfare Plans

5.01 Assumption of Health and Welfare Plan Liabilities

(a) Assumption by Certegy

Immediately after the Distribution Date, all Liabilities for or relating to Transferred Individuals under the Equifax Health and Welfare Plans and all Liabilities relating to the Equifax Severance Pay Plan specified in Section 5.11(b), shall cease to be Liabilities of Equifax or the Equifax Health and Welfare Plans and shall be assumed by Certegy and the corresponding Certegy Health and Welfare Plans. Thus, Certegy and the Certegy Health and Welfare Plans shall be responsible for all Liabilities that pertain to Transferred Individuals regardless of when incurred, including all reported claims that are unpaid, all incurred but not reported claims as of the Close of the Distribution Date, and all claims incurred after the Close of the Distribution Date that pertain to Transferred Individuals under the Equifax Health and Welfare Plans and the Certegy Health and Welfare Plans. Certegy shall be required to make all payments due or payable to Transferred Individuals under the appropriate Certegy Health and Welfare Plans for the period beginning Immediately after the Distribution Date, including all reported claims that are unpaid and all incurred but not reported claims as of the Close of the Distribution Date. All treatments which have been pre-certified for or are being provided on an on-going basis to a Transferred Individual under the Equifax Health and Welfare Plans as of the Close of the Distribution Date shall continue to be provided without interruption under the appropriate Certegy Health and Welfare Plan until such treatment is concluded or discontinued pursuant to applicable plan rules and limitations, and Certegy and the Certegy Health and Welfare Plans shall be responsible for all Liabilities relating to, arising out of, or resulting from such pre-certified or on-going treatments as of the Close of the Distribution Date. Notwithstanding any of the foregoing in this Section 5.01, neither Certegy nor a Certegy Health and Welfare Plan shall assume any Liability with respect to: (i) a claim incurred on or prior to the Close of the Distribution Date for which Equifax or an Equifax Health and Welfare Plan has insurance coverage, and (ii) benefit claims for which Equifax is responsible under Section 5.07. Furthermore, except to the extent related to claims referenced in the prior sentence, Equifax shall pay to Certegy any prescription drug rebates received by Equifax under the Equifax Major Medical Plan relating to claims incurred for Transferred Individuals in respect of periods beginning Immediately after the Distribution Date.

(b) Certain Audit Procedures with Respect to Health and Welfare Plans

At periodic intervals beginning Immediately after the Distribution Date, Equifax and Certegy shall examine their respective payments and receipts for health and welfare coverages to ascertain whether Equifax has mistakenly made or received payments for coverages with respect to Transferred Individuals and whether Certegy has mistakenly made or received payments for coverages with respect to participants and beneficiaries in the Equifax Health and Welfare Plans (other than Transferred Individuals). If any such mistaken payments have been made or received by Equifax or Certegy, such mistaken payments and receipts shall first be netted against each other by Equifax and Certegy and thereafter such net payments or net receipts shall be further netted against the other party's net payments or net receipts. The party with the remaining amount of mistaken payments shall transfer such amount in cash to the other party at such time

or times as agreed upon by Equifax and Certegy, but not less than semi-annually. Furthermore, at periodic intervals beginning Immediately after the Distribution Date, Equifax and Certegy shall examine the payment of benefits and claims, and reimbursements for expenses, by their respective Health and Welfare Plans to ascertain whether any Equifax Health and Welfare Plan has mistakenly paid claims or benefits, or reimbursed expenses, with respect to Transferred Individuals and whether any Certegy Health and Welfare Plan has mistakenly paid claims or benefits, or reimbursed expenses, with respect to participants and beneficiaries in the Equifax Health and Welfare Plans (other than Transferred Individuals). If any such mistaken payments or reimbursements have been made by any Equifax or Certegy Health and Welfare Plan, such mistaken payments and reimbursements shall be netted against the other corresponding Health and Welfare Plan's mistaken payments and reimbursements. The Health and Welfare Plan with the remaining amount of mistaken payments and reimbursements shall transfer such amount in cash to the other party's corresponding Health and Welfare Plan at such time or times as agreed upon by Equifax and Certegy, but not less than semi-annually.

5.02 Establishment of Certegy Veba

On or before the Distribution Date, Certegy shall establish, or cause to be established, the Certegy VEBA, which shall constitute a voluntary employees' beneficiary association under Code (S) 501(c)(9) that is exempt from the imposition of federal income tax under Code (S) 501(a). The Certegy VEBA shall be established to provide funding for benefits that are permissible under Code (S) 501(c)(9), and in particular those benefits which Equifax funded through the VEBA as of the Distribution Date. Nothing in this Section 5.02 shall restrict the right of Certegy to discontinue providing any benefit or to discontinue funding any benefit through the VEBA after the Distribution Date.

5.03 Veba Asset Transfers

(a) Aggregate Amount to be Transferred

Equifax shall transfer at the times enumerated in Section 5.03(b) from the Equifax VEBA to the Certegy VEBA an aggregate amount (the "VEBA Transfer Amount") equal to the sum of (i) the amount of the incurred but unpaid claims for which the Certegy VEBA is liable as of the Close of the Distribution Date, plus (ii) if the Equifax VEBA contains assets in excess of the amount necessary both to make such transfer (as described in the preceding clause (i)) and to establish a reserve for the incurred but unpaid claims for which the Equifax VEBA is liable Immediately after the Distribution Date (the "Excess Assets"), a portion of the Excess Assets, determined in the discretion of Equifax. For the above purpose, the Equifax VEBA's Liabilities will be determined by Equifax in accordance with the procedure it uses, as of the Close of Distribution Date, to predict outstanding VEBA Liabilities on an ongoing basis.

(b) Timing of Asset Transfers / Interim Period

Not later than as soon as practicable after the Distribution Date, Equifax will transfer from the Equifax VEBA to the Certegy VEBA a nominal amount of assets, provided that such transfer is necessary to initially fund the

Certegy VEBA (the "Initial VEBA Transfer"). After December 31, 2001 and on a date mutually acceptable to both Equifax and Certegy, Equifax shall transfer the VEBA Transfer Amount from the Equifax VEBA to the Certegy VEBA, (i) reduced

by the amount of the Initial VEBA Transfer and claims that were paid on behalf of Transferred Individuals by the Equifax VEBA during the period beginning Immediately after the Distribution Date and that is expected to end on December 31, 2001, and (ii) adjusted by Equifax for actual investment gains and losses experienced in the Equifax VEBA, allocable expenses, data corrections, enhancements and computational refinements from Immediately after the Distribution Date to the date of the transfer. Before performing the above transfer, Equifax and Certegy shall examine the payment of claims by the Equifax VEBA so that retrospective identification can be made of the particular claims that were paid by the Equifax VEBA on behalf of Transferred Individuals. If this identification reflects that the Equifax VEBA has already made payments on behalf of the Certegy VEBA in excess of the amount to be transferred, then as soon as practicable the Certegy VEBA shall return such excess to the Equifax VEBA, adjusted by Certegy for actual investment gains and losses experienced by the Certegy VEBA, allocable expenses, data corrections, enhancements and computational refinements.

5.04 Contributions To, Investments Of, And Distributions From Vebas

Equifax shall have sole authority to direct the trustee of the Equifax VEBA, as to the timing and manner of any contributions to the Equifax VEBA, the investment of any trust assets, and the distributions and/or transfers of trust assets, in accordance with applicable law to Equifax, Certegy, any Participating Company in the trust, any paying agent, any successor trustee, or any other Person. Certegy shall have sole authority to direct the trustee of the Certegy VEBA, as to the timing and manner of any contributions to the Certegy VEBA, the investment of any trust assets, and the distributions and/or transfers of trust assets, in accordance with applicable law to Certegy, Equifax, any Participating Company in the trust, any paying agent, any successor trustee, or any other Person.

5.05 Vendor Contracts

(a) ASO Contracts, Group Insurance Policies, HMO Agreements, and Letters of Understanding

(1) Before the Distribution Date, Equifax shall, in its sole discretion, take such steps as are necessary under each ASO Contract, Group Insurance Policy, HMO Agreement, letter of understanding, and arrangement in existence as of the date of this Agreement to permit Certegy to participate in the terms and conditions of such ASO Contract, Group Insurance Policy, HMO Agreement, letter of understanding, or arrangement from Immediately after the Distribution Date through December 31, 2002. Alternatively, Equifax shall take such steps as are necessary to arrange for an ASO Contract, Group Insurance Policy, HMO Agreement, letter of understanding, or arrangement covering Certegy that mirrors substantively that covering Equifax. This mirror arrangement shall apply for all or a portion of such period, as necessary under the circumstances. Equifax, in its sole discretion, may cause one or more of its ASO Contracts, Group Insurance Policies, HMO Agreements, letters of understanding, and arrangements into which Equifax enters after the date of this Agreement to allow Certegy to participate in the terms and conditions thereof. Nothing contained in this Section 5.05(a) shall preclude Equifax from choosing to enter into ASO Contracts, Group Insurance Policies, HMO Agreements, letters of understandings, or other arrangements with new or different vendors. Furthermore, nothing

contained in this paragraph (1) shall require Equifax to use more than its reasonable best efforts in complying with the provisions of the first and second sentence of this paragraph (1).

(2) Equifax shall have the right to determine, and shall promptly notify Certegy of, the manner in which Certegy's participation in the terms and conditions of ASO Contracts, Group Insurance Policies, HMO Agreements, letters of understanding and arrangements as set forth above shall be effectuated; provided, however, Equifax shall use its best efforts to

accommodate any reasonable needs communicated to Equifax by Certegy that relate thereto. Such terms and conditions shall include the financial and termination provisions, performance standards, methodologies, auditing policies, quality measures, reporting requirements, and target claims. Certegy hereby authorizes Equifax to act on its behalf to extend to Certegy the terms and conditions of the ASO Contracts, Group Insurance Policies, HMO Agreements, and letters of understanding and arrangements. Certegy shall fully cooperate with Equifax in such efforts, and, for periods through December 31, 2002, Certegy shall not perform any act or fail to take any action that would prejudice Equifax's efforts and financial arrangements under the Health and Welfare Plans (other than taking reasonable steps to enter into replacement ASO Contracts, Group Insurance Policies, HMO Agreements, and letters of understanding and arrangements for periods after December 31, 2002, which steps shall not commence publicly prior to January 1, 2002).

(b) Payment and Effect of Change in Rates

Equifax and Certegy shall use their reasonable best efforts to cause each of the insurance companies, HMOs, paid provider organizations and third-party administrators providing services and benefits under the Equifax Health and Welfare Plans and the Certegy Health and Welfare Plans to maintain the premium and/or administrative rates based on the aggregate number of participants in the Equifax Health and Welfare Plans and the Certegy Health and Welfare Plans, from the Close of the Distribution Date through December 31, 2001, separately rated or adjusted for the demographics, experience or other relevant factors related to the covered participants of Equifax and Certegy, respectively. To the extent they are not successful in such efforts, Equifax and Certegy shall each bear the revised premium or administrative rates for health and welfare benefits attributable to the individuals covered by their respective Health and Welfare Plans. The assistance that Equifax shall provide Certegy pursuant to this subsection (b) shall be provided subject to the terms and conditions of the Transition Support Agreement.

5.06 Equifax Short-Term Disability Plan

Any final determination made or settlements entered into by Equifax with respect to claims incurred under the Equifax Short Term Disability Plan by Transferred Individuals prior to the Distribution Date shall be final and binding. Equifax shall transfer to Certegy, effective Immediately after the Distribution Date, and Certegy shall assume responsibility for (i) administering all claims incurred by Transferred Individuals before the Close of the Distribution Date that are administered by Equifax as of the Close of the Distribution Date, and (ii) all Liabilities under the Equifax Short Term Disability Plan to Transferred Individuals as of the Close of the Distribution Date, in the same manner, and using the same methods and procedures, as Equifax used in determining and paying such claims. Effective Immediately after the Distribution Date, Certegy shall have sole discretionary authority to make any necessary

determinations with respect to such claims, including entering into settlements with respect to such claims, and shall be solely responsible for any costs, Liabilities or related expenses of any nature whatsoever related to such claims, payments or obligations.

5.07 Retiree Health and Life Insurance Benefits

(a) Establishment of Certegy Plan

Effective Immediately after the Distribution Date, Certegy shall adopt or cause to be adopted a Certegy Plan or Plans that provide medical and life benefits to retirees. As of Immediately after the Distribution Date, the retiree health and life benefits under such plan or plans shall be substantially identical to the retiree health and life benefits that would have been provided under the Equifax Plan or Plans to similarly situated retirees immediately prior to the Close of the Distribution Date. Thereafter, nothing in this Agreement shall restrict the right of Certegy to amend or terminate benefits for retirees. In addition, nothing in this Agreement shall restrict the right of Equifax to amend or terminate, at any time, benefits for retirees.

(b) Equifax Retiree Health and Life Benefits

In the case of any former employee of the Equifax Group described in clauses (i), (ii) or (iii) of the second sentence of Section 1.01(vv)(2), Equifax will retain the Liability related to such individual's retiree health and life benefits. In addition, any Transferred Individual who (i) is eligible for retirement under the Equifax Pension Plan as of the Close of Distribution Date or (ii) becomes eligible for retirement from Certegy by December 31, 2002 (under the terms of the Certegy Pension Plan in effect Immediately after the Distribution Date) shall be eligible for retiree health and life benefits from Equifax.

5.08 Cobra and Hipaa

Effectively Immediately after the Distribution Date, Certegy or a member of the Certegy Group shall be responsible for administering compliance and providing coverage in accordance with the health care continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and the portability requirements (including the requirements for issuance of certificates of creditable coverage) under the Health Insurance Portability and Accountability Act of 1996 with respect to all Transferred Individuals and other employees and former employees of Certegy or a member of the Certegy Group and any beneficiaries and dependents thereof who experience a COBRA qualifying event or loss of coverage under the Certegy Health and Welfare Plans after the Close of the Distribution Date. Effective Immediately after the Distribution Date, Certegy or a member of the Certegy Group shall be responsible for filing all necessary employee change notices with respect to these persons identified in the previous sentence in accordance with applicable law.

5.09 Leave of Absence Programs

Effective Immediately after the Distribution Date, Certegy or a member of the Certegy Group shall assume sole responsibility for the administration and compliance of all leaves of absences and related programs (including compliance with the Family and Medical Leave Act of 1993, as amended) affecting Transferred Individuals.

5.10 Post-Distribution Transitional Arrangements

(a) Continuance of Elections, Co-Payments, and Maximum Benefits

(1) Certegy shall cause the Certegy Health and Welfare Plans to recognize and maintain all coverage and contribution elections made by Transferred Individuals under the Equifax Health and Welfare Plans, as such elections were last in effect during the period immediately prior to the Distribution Date, and shall apply such elections under the Certegy Health and Welfare Plans for the remainder of the period or periods for which such elections are by their terms applicable (subject to applicable election change rights). Equifax shall cause the claims administrator for the Equifax Health and Welfare Plans to transfer to the claims administrator for the Certegy Health and Welfare Plan all data necessary to maintain such coverage and elections.

(2) Certegy shall cause the Certegy Health and Welfare Plans to recognize and give credit for (A) all amounts applied to deductibles, out-of-pocket maximums, and other applicable benefit coverage limits with respect to such expenses which have been incurred by Transferred Individuals under the Equifax Health and Welfare Plans for the remainder of the benefit limit year in which the Distribution occurs, and (B) all benefits paid to Transferred Individuals under the Equifax Health and Welfare Plans, during and prior to the benefit limit year in which the Distribution occurs, for purposes of determining when such persons have reached their maximum benefits under the Certegy Health and Welfare Plans.

(3) Certegy shall recognize and cover under the Certegy Health and Welfare Plans all eligible employee populations covered by the Equifax Health and Welfare Plans (pertaining to Transferred Individuals) as of the Close of the Distribution Date (determined under the applicable Plan documents), including all categories of part-time employees (which are fully or partially eligible for employer contributions).

(4) Certegy shall (A) provide coverage to Transferred Individuals under the Certegy Health and Welfare Plans without the need to undergo a physical examination or otherwise provide evidence of insurability, and (B) recognize and maintain all irrevocable assignments and elections made by Transferred Individuals in connection with their life insurance coverage under the Equifax Health and Welfare Plans and any predecessor plans.

(b) Administration

(1) Coordination of Benefits for Spouses and Dependents

Effective as of the earlier of the first January 1 or the first applicable change in status (as defined under the Certegy Health and Welfare Plans) that occurs after the Distribution Date, Certegy shall cause the Certegy Health and Welfare Plans to permit eligible Transferred Individuals to cover their lawful spouses as dependents if such lawful spouses are active or retired Equifax employees (but were not otherwise covered as a dependent under the Equifax Health and Welfare Plans or other Equifax Plans due to their previous status as both employee and dependent of an Equifax employee). As of the earlier of the first January 1 or the first applicable status change (as defined under the Certegy Health and Welfare Plans) that occurs Immediately after the Distribution Date, Equifax shall cause the Equifax Health and Welfare

Plans to permit eligible Equifax employees to cover their lawful spouses as dependents if such lawful spouses are active or retired Certegy employees. All benefits provided under any such Health and Welfare Plans to a lawful spouse or dependent of the other company's employees shall be coordinated pursuant to the terms and conditions of the applicable Equifax and Certegy Plans.

(2) Health Care Financing Administration Data Match

Effective Immediately after the Distribution Date, Certegy shall assume all Liabilities relating to, arising out of or resulting from claims verified by Equifax or Certegy under the Health Care Financing Administration data match reports that relate to Transferred Individuals. Certegy and Equifax shall share all information necessary to verify Health Care Financing Administration data match reports regarding Transferred Individuals. Certegy shall not change any employee identification numbers assigned by Equifax without notifying Equifax of the change and the new Employee Identification Number.

(c) Equifax Reimbursement Plans

To the extent any Transferred Individual contributed to an account under the Equifax Reimbursement Plans during the calendar year that includes the Distribution Date, effective Immediately after the Distribution Date, Certegy shall recognize any such Transferred Individual's account balance, determined as of the Close of the Distribution Date, and Certegy shall thereafter be solely responsible for making any and all payments relative to such account balance of the Transferred Individual for all claims during such calendar year under the applicable Certegy Reimbursement Plan. As soon as practicable after the Distribution Date, Equifax shall calculate as of the Close of the Distribution Date the aggregate net balance in the accounts of Transferred Individuals under the Equifax Reimbursement Plans, expressed relative to the contributions received from such Transferred Individuals. If the contributions received from a Transferred Individual exceed the reimbursements made to or on behalf of such Transferred Individual, the Transferred Individual shall be deemed to have a positive account balance. In turn, if the contributions received from a Transferred Individual are less than the reimbursements made to or on behalf of such Transferred Individual, the Transferred Individual shall be deemed to have a negative account balance. If the aggregate net balance in the accounts of all such Transferred Participants is a positive number, then Equifax shall pay this amount in cash to Certegy as soon as practicable after the Distribution Date, and if the aggregate net balance in the accounts of all such Transferred Participants is a negative number, then Certegy shall pay this amount in cash to Equifax as soon as practicable after the Distribution Date.

5.11 Severance Pay Plan

(a) Transferred Individuals

Effective Immediately after the Distribution Date, Certegy shall be responsible for all Liabilities relating to the Equifax Severance Pay Plan and all other severance programs and obligations, both written and unwritten, that may pertain to Transferred Individuals. Furthermore, Certegy shall be solely responsible for all Liabilities for Transferred Individuals in connection with each Individual Agreement. As of the date of this Agreement, Equifax has, to its best knowledge, provided Certegy with a copy of each Individual Agreement.

(b) Additional Liability Assumed by Certegy

Effective Immediately after the Distribution Date, Certegy shall also be responsible for all Liabilities relating to the Equifax Severance Pay Plan and all other severance programs and obligations (including Individual Agreements), both written and unwritten, that may pertain to any individual who, as of the Close of the Distribution Date, is receiving benefits under the Equifax Severance Pay Plan or any other severance program, obligation or agreement (including Individual Agreements) with Equifax and whose most recent active employment was with a member of the Certegy Group or an entity or affiliate related to the Certegy Business.

Any final determination made or settlements entered into by Equifax with respect to the Equifax Severance Pay Plan and all other severance programs and obligations relating to individuals described in this subsection (b) prior to the Distribution Date shall be final and binding. Effective Immediately after the Distribution Date, Certegy shall have sole discretionary authority to make any necessary determinations with respect to the payment of severance benefits, including entering into settlements with respect to such benefits, and shall be solely responsible for any costs, Liabilities or related expenses of any nature whatsoever related thereto.

5.12 Application of Article V to the Certegy Group

Any reference in this Article V to "Certegy" shall include a reference to another member of the Certegy Group when and to the extent Certegy has caused the other member of the Certegy Group to (a) become a party to an ASO Contract, Group Insurance Policy, HMO Agreement, letter of understanding or arrangement associated with a Certegy Health and Welfare Plan, (b) become a self-insured entity for the purposes of one or more Certegy Health and Welfare Plans, (c) assume all or a portion of the Liabilities or the administrative responsibilities with respect to benefits which arose before the Close of the Distribution Date under a Equifax Health and Welfare Plan and which were expressly assumed by Certegy pursuant to this Agreement, or (d) take any other action, extend any coverage, assume any other Liability or fulfill any other responsibility that Certegy would otherwise be required to take under the terms of this Article V, unless it is clear from the context that the particular reference is not intended to include another member of the Certegy Group. In all such instances in which a reference in this Article V to "Certegy" includes a reference to another member of the Certegy Group, Certegy shall be responsible to Equifax for ensuring that the other member of the Certegy Group complies with the applicable terms of this Agreement and that the Transferred Individuals employed by such member of the Certegy Group shall have the same rights and entitlements to benefits under the applicable Certegy Health and Welfare Plans that the Transferred Individual would have had, if he or she had instead been employed by Certegy.

Article VI Executive Programs

6.01 Assumption Of Obligations

Consistent with the principles set forth in Article II and except as otherwise provided herein, effective Immediately after the Distribution Date, the Certegy Group shall assume and be solely responsible for all Liabilities to or relating to Transferred Individuals under all Equifax Executive Programs. Certegy shall be solely responsible for all such Liabilities, notwithstanding any failure by Certegy to complete its obligations under this Article.

6.02 Short-term Incentive Awards

With respect to short-term incentive Awards that would otherwise be payable under an Equifax Plan to Transferred Individuals and that are based in whole or in part on the performance of Equifax for the 2001 performance year ("Equifax-Based Awards"), effective immediately prior to the Distribution a determination shall be made by Equifax of the extent to which the Equifax-Based Awards have been earned for the 2001 performance year as of such date and no further amounts shall be earned by Transferred Individuals after such date. The amounts earned (if any) under the Equifax-Based Awards as of the Close of the Distribution Date shall be payable to Transferred Individuals after December 31, 2001 in accordance with the usual terms of the Equifax Plan; provided, that the Transferred Individual must be employed by Certegy on December 31, 2001. With respect to short-term incentive Awards that would otherwise be payable under an Equifax Plan to Transferred Individuals whose Award is based solely on the performance of the Certegy Business for the 2001 performance year, such Awards shall be paid by Certegy in accordance with the terms of the Equifax Plan under which they were granted. Certegy shall be solely responsible for paying all Awards pursuant to this section and shall pay such Awards in cash or options to acquire Certegy Common Stock as elected by the Transferred Individual. Effective Immediately after the Distribution Date, Certegy shall make new short-term incentive Awards under a Plan established pursuant to Section 2.03 for Transferred Individuals who have Equifax-Based Awards for the period beginning Immediately after the Distribution Date through December 31, 2001. Certegy shall establish Award levels, performance criteria and payment terms for such Awards which shall be consistent with the past practices of Equifax with respect to such Awards. Certegy shall be solely responsible for paying all such Awards.

6.03 Long-Term Incentive Plan

(a) Plan 19 (1999-2001)

Equifax will take the actions required, including any necessary plan amendment, to provide that all Transferred Individuals who are participants in Plan 19 (1999-2001) of the Equifax Inc. Performance Share Plan for Officers on the Distribution Date shall be treated as if their employment with Certegy counted as employment by Equifax pursuant to the provisions of such Plan. The effect of this treatment shall be that each such Transferred Individual shall receive the payment he or she would have been ultimately entitled to receive under "Plan 19" of said Plan at the expiration of the performance period of the outstanding Awards, provided the Transferred Individual remains employed by Certegy through December 31, 2001 and the other

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terms and conditions of the Performance Share Plan are satisfied. The payments shall be made in cash, in accordance with the terms of the Performance Share Plan at the conclusion of the Plan 19 performance period. Equifax shall be solely responsible for the payments of all amounts pursuant to this subsection (a). The performance goals for Plan 19, for awards previously granted but not yet earned, will be adjusted as appropriate to reflect the Distribution.

(b) Plan 20 (2000-2002) and 2001 Awards

The outstanding Awards to Transferred Individuals under Plan 20 (2000-2002) of the Plan shall be replaced by Awards to such Transferred Individuals under the Certegy Key Management Long-Term Incentive Plan for a performance period ending on December 31, 2002. The Award levels and performance criteria for the Awards shall be designed to allow the Transferred Individuals to earn amounts similar to what they could have received under Plan 20. No Awards shall be made to Transferred Individuals under the Equifax Inc Key Management Long-Term Incentive Plan for the performance period starting in 2001.

6.04 STOCK INCENTIVE PLAN

The treatment of outstanding Awards described in this Section 6.04 shall apply to Transferred Individuals, including Transferred Individuals who are compensated under a payroll which is administered outside the 50 United States, its territories and possessions, and the District of Columbia; provided,

however, if such treatment is not legally permitted, or results in adverse
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consequences for Equifax, any of its affiliates or the Transferred Individual, as determined by Equifax in its sole discretion, Equifax may determine, in its sole discretion, a different treatment.

(a) Stock Options

Effective Immediately after the Distribution Date, each Award or grant consisting of an option, regardless of the date of the grant, under an Equifax Stock Incentive Plan that is outstanding as of the Close of the Distribution Date for all Transferred Individuals shall be converted to options for Certegy Common Stock with the same material terms and conditions under the Certegy Stock Incentive Plan, and shall be transferred to the recordkeeper of the Certegy Stock Incentive Plan. As soon as practicable after the Distribution Date, the number of options and the exercise price for such options converted to options for Certegy Common Stock shall be determined in accordance with the Conversion Formula. Such converted Certegy stock option grants shall continue to vest and become exercisable under the Certegy Stock Incentive Plan in accordance with the terms of the original grant under the Equifax Stock Incentive Plan. Certegy shall be the obligor with respect to such options and shall be solely responsible for all stock option grants and payments under the Certegy Stock Incentive Plan, with respect to, but not limited to, recordkeeping, administrative costs and fees, payroll taxes, plan maintenance, option exercise and related tax filings. Certegy shall, as soon as practicable after the Distribution Date provide Transferred Individuals with an agreement or notice relating to the Transferred Individual's options under the Certegy Stock Incentive Plan.

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(b) Transferred Individuals Who are Not Active Employees of Certegy

Each outstanding Award or grant under the Equifax Stock Incentive Plan that is held by a Transferred Individual who, as of the Close of the Distribution Date, is not an active employee of, or on leave of absence from and expected to return to employment with, the Certegy Group shall not be converted to a Certegy option and shall remain outstanding Immediately after the Distribution Date in accordance with its terms as applicable as of the Close of the Distribution Date, subject to such adjustments as may be applicable to outstanding Awards held by individuals who remain active employees of, or on leave of absence from, the Equifax Group after the Distribution Date.

6.05 DEFERRED COMPENSATION PLAN

Effective Immediately after the Distribution Date, Certegy shall establish the Certegy Deferred Compensation Plan and the amounts credited to the accounts of Transferred Individuals under the Equifax Deferred Compensation Plan shall be transferred to the Certegy Plan. The Transferred Individuals' termination of employment with the Equifax Group as a result of the Distribution shall not constitute a termination of employment for purposes of the Certegy Plan. Nothing herein shall restrict Equifax's or Certegy's rights to amend or terminate their respective Plans in the future.

6.06 EXECUTIVE LIFE AND SUPPLEMENTAL RETIREMENT BENEFIT PLAN

(a) Plan Agreements

Equifax hereby assigns to Certegy, Equifax's right, title and interest in, to and from any and all policies, agreements or documents that relate to Transferred Individuals under the Equifax Executive Life Plan, including the split-dollar life insurance agreements and the collateral assignments, effective Immediately after the Distribution Date. To the extent necessary to perfect the above assignment, Equifax shall enter into such agreements and execute such documents as may be necessary (i) for Certegy to fulfill any obligations of Equifax relating to the Equifax Executive Life Plan to any insurance company, agent or broker and the Transferred Individuals, and (ii) for Certegy to succeed to Equifax's above-referenced rights. To the extent necessary to perfect the assignment of the collateral assignments and the split-dollar life insurance agreements, Equifax may execute any agreements or documents reflecting the assignment to Certegy of its right, title and interest in, to and from the policies, collateral assignments and split-dollar life insurance agreements of Transferred Individuals. Effective Immediately after the Distribution Date, Certegy shall assume and be solely responsible for all Liabilities and shall be entitled to all benefits of Equifax under the Equifax Executive Life Plan relating to Transferred Individuals.

(b) Executive Life Trust

Equifax shall amend the Equifax Executive Life Trust to require the trustee to waive its rights to the distribution of Certegy Common Stock otherwise payable with respect to the Equifax stock held in the Equifax Executive Life Trust. Effective Immediately after the Distribution Date, Certegy shall establish the Certegy Executive Life Trust which shall be substantially identical in all Material Features to the Equifax Executive Life Trust, provided that Certegy is not required to fund the Certegy Executive Life Trust.

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6.07 GLOBAL STOCK PURCHASE PLAN LOAN PROGRAM

Effective Immediately after the Distribution Date, Equifax shall assign and transfer to Certegy the outstanding loans, and any related security arrangements, relating to Transferred Individuals under the Equifax Global Stock Purchase Plan Loan Program. Certegy agrees to assume the Liability and be solely responsible for the ongoing administration of such loans.

6.08 CHANGE IN CONTROL AGREEMENTS

Effective Immediately after the Distribution Date, Certegy shall enter into change in control agreements with the Transferred Individuals listed in Appendix D which are substantially identical in all Material Features to the corresponding Equifax change in control agreements. Certegy shall be solely responsible for all Liabilities related to the Certegy change in control agreements with the Transferred Individuals.

6.09 RESTRICTED STOCK

Effective Immediately after the Distribution Date, Transferred Individuals who hold shares of Equifax restricted stock will receive the dividend of Certegy Common Stock and such shares will be subject to the same restrictions as the Equifax common stock (counting employment with Certegy as employment with Equifax). In addition, Transferred Individuals may elect to convert their Equifax restricted stock into shares of Certegy Common Stock in accordance with the Conversion Formula.

6.10 WAIVER OF DIVIDEND RELATING TO CERTAIN TRUSTS

Prior to the Close of the Distribution Date, Equifax shall cause the appropriate parties responsible for the investment of the assets of the Executive Life Trust, the Equifax Stock Benefits Trust and all other rabbi trusts established by Equifax to waive their receipt of the dividend of Certegy Common Stock to be received as a result of the Distribution.

6.11 AUTOMOBILE PROGRAM

As of the Close of the Distribution Date, Certegy shall assume all of Equifax's Liabilities and obligations with respect to the motor vehicles leased by Equifax for Transferred Individuals pursuant to lease agreements under any Equifax Executive automobile program.

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ARTICLE VII GENERAL

7.01 PAYMENT OF AND ACCOUNTING TREATMENT FOR EXPENSES AND BALANCE SHEET AMOUNTS

(a) Expenses

All expenses (and the accounting treatment related thereto) through the Close of the Distribution Date regarding matters addressed herein shall be handled and administered by Equifax and Certegy in accordance with past Equifax accounting and financial practices and procedures pertaining to such matters. To the extent expenses that pertain to Transferred Individuals are unpaid as of the Close of the Distribution Date, Certegy or any member of the Certegy Group shall be solely responsible for such payment, without regard to any accounting treatment to be accorded such expense by Equifax or Certegy on their respective books and records. The accounting treatment to be accorded all expenses incurred prior to the Distribution Date, whether such expenses are paid by Equifax or Certegy, shall be determined by Equifax in its sole discretion.

(b) Balance Sheet Amounts

Certegy shall assume any and all balance sheet liability that relates to any Liability assumed by it under this Agreement as of the Close of the Distribution Date or thereafter. The balance sheet liabilities to be assumed pursuant to this Section shall be determined by Equifax in its sole discretion consistent with past accounting practices, consistently applied.

7.02 SHARING OF PARTICIPANT INFORMATION

Equifax and Certegy shall share, Equifax shall cause each applicable member of the Equifax Group to share, and Certegy shall cause each applicable member of the Certegy Group to share, with each other and their respective agents and vendors (without obtaining releases) all participant information necessary for the efficient and accurate administration of each of the Equifax Plans and the Certegy Plans during the period Equifax and Certegy are coordinating with respect to vendor contracts under Section 5.05. Equifax and Certegy and their respective authorized agents shall, subject to applicable laws on confidentiality, be given reasonable and timely access to, and may make copies of, all information relating to the subjects of this Agreement in the custody of the other party, to the extent necessary for such administration. Until the Close of the Distribution Date, all participant information shall be provided in the manner and medium applicable to Participating Companies in the Equifax Plans generally, and thereafter until December 31, 2002, all participant information shall be provided in a manner and medium that is compatible with the data processing systems of Equifax as in effect on the Close of the Distribution Date, unless otherwise agreed to by Equifax and Certegy.

7.03 RESTRICTIONS ON EXTENSION OF OPTION EXERCISE PERIODS, AMENDMENT OR MODIFICATION OF OPTION TERMS AND CONDITIONS

Certegy agrees that, without the prior written consent of Equifax, neither Certegy nor any of its affiliates or Subsidiaries shall take any action to extend the exercise period of or to provide for additional vesting with respect to any Certegy options, which were received pursuant to

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Section 6.04 in replacement of Equifax options, for Transferred Individuals, including providing such Transferred Individuals with leaves of absences or special termination or severance arrangements.

7.04 NON-SOLICITATION OF EMPLOYEES/OTHERS

For the period through December 31, 2002, Certegy and its affiliates and Subsidiaries will not, without the prior written consent of Equifax, and Equifax and its affiliates and Subsidiaries will not, without the prior written consent of Certegy, whether directly or indirectly, solicit (in writing or orally) for employment or other services, whether as an employee, officer, director, agent, consultant, or independent contractor, any person who is or was at the time of such solicitation an employee, agent, consultant, independent contractor, representative, officer, or director of the other party; provided,

however, that this covenant shall not apply in cases where such solicitation

occurs more than 30 days after the individual to be solicited has had his employment or other service relationship with the other party terminated by the employer.

7.05 REPORTING AND DISCLOSURE AND COMMUNICATIONS TO PARTICIPANTS

While Certegy is a Participating Company in the Equifax Plans, Certegy shall take, and shall cause each other applicable member of the Certegy Group to take, all actions necessary or appropriate to facilitate the distribution of all Equifax Plan-related communications and materials to employees, participants and beneficiaries, including summary plan descriptions and related summaries of material modification, summary annual reports, investment information, prospectuses, notices and enrollment materials for the Certegy Plans. Certegy shall assist, and Certegy shall cause each other applicable member of the Certegy Group to assist, Equifax in complying with all reporting and disclosure requirements of ERISA for plan years ending on or before December 31, 2002, including the preparation of Form 5500 annual reports for the Equifax Plans, where applicable.

7.06 PLAN AUDITS

(a) Audit Rights with Respect to the Allocation or Transfer of Plan Assets

The allocation of Pension Plan assets and liabilities pursuant to Section 3.02 and the transfer of assets from Equifax's VEBA pursuant to Section 5.03, shall, at the election of Certegy, be audited on behalf of both Equifax and Certegy by an actuarial and benefit consulting firm mutually selected by the parties; provided, however, that no audit shall be permitted after the date of

the Bulk Asset Transfer, in the case of the Pension Plans, or the actual transfer of assets, in the case of the Equifax VEBA. The scope of such audit shall be limited to the accuracy of the data and the accuracy of the computation and adherence to the methodology specified in this Agreement and, except as set forth in the penultimate sentence of this Section 7.06(a), such audit shall not be binding on the parties. The actuarial and benefit consulting firm shall provide its report to both Equifax and Certegy. No other audit shall be conducted with respect to the allocation of Plan assets and no issue of any nature whatsoever may be raised by Certegy once the transfer of assets has been completed. Subject to the following two sentences, no transfer of assets shall occur unless and until Certegy agrees to the allocation of assets. To the extent such audit recommends a change to the value of assets allocated to a Certegy Plan of less than 5%, the original determination shall be binding on the parties and shall not be subject to the dispute

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resolution process provided in Section 7.17. To the extent such audit recommends such a change of 5% or more (a "Significant Allocation Change"), any unresolved dispute between the parties as to whether and how to make any change in response to such recommendation shall be subject to the dispute resolution process provided in Section 7.17. Certegy shall pay or shall be responsible for the payment of the full costs of such audit; provided, however, that in the event

such audit recommends a Significant Allocation Change and such recommendation is attributable to variances in actuarial assumptions or simplification or modification of the allocation calculated by Equifax, Equifax shall be responsible for the full costs of such audit.

(b) Audit Rights With Respect to Information Provided

(1) Subject to Section 7.06(b)(2), each of Equifax and Certegy, and their duly authorized representatives, shall have the right to conduct audits at any time upon reasonable prior notice, at their own expense, with respect to all information provided to it or to any Plan recordkeeper or third-party administrator by the other party. Subject to Sections 7.06(a) and 7.06(b)(2), the party conducting the audit shall have the sole discretion to determine the procedures and guidelines for conducting audits and the selection of audit representatives. The auditing party shall have the right to make copies of any records at its expense, subject to the confidentiality provisions set forth in the Distribution Agreement, which are incorporated by reference herein. The party being audited shall provide the auditing party's representatives with reasonable access during normal business hours to its operations, computer systems and paper and electronic files, and provide workspace to its representatives. After any audit is completed, the party being audited shall have the right to review a draft of the audit findings and to comment on those findings in writing within five business days after receiving such draft.

(2) The auditing party's audit rights under this Section 7.06(b) shall include the right to audit, or participate in an audit facilitated by the party being audited, of any Subsidiaries and affiliates of the party being audited and of any benefit providers and third parties with whom the party being audited has a relationship, or agents of such party, to the extent any such persons are affected by or addressed in this Agreement (collectively, the "Non-parties"). The party being audited shall, upon written request from the auditing party, provide an individual (at the auditing party's expense) to supervise any audit of any Non-party. The auditing party shall be responsible for supplying, at its expense, additional personnel sufficient to complete the audit in a reasonably timely manner.

(c) Audits Regarding Vendor Contracts

From Immediately after the Distribution Date through December 31, 2002, Equifax and Certegy and their duly authorized representatives shall have the right to conduct joint audits with respect to any vendor contracts that relate to both the Equifax Health and Welfare Plans and the Certegy Health and Welfare Plans. The scope of such audits shall encompass the review of all correspondence, account records, claim forms, canceled drafts (unless retained by the bank), provider bills, medical records submitted with claims, billing corrections, vendor's internal corrections of previous errors and any other documents or instruments relating to the services performed by the vendor under the applicable vendor contracts. Equifax and Certegy shall agree on the performance standards, audit methodology, auditing policy and quality measures and

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reporting requirements relating to the audits described in this Section 7.06(c) and the manner in which costs incurred in connection with such audits will be shared.

(d) Audit Assistance

To the extent that either Equifax or Certegy is required to respond to any Governmental Authority, vendor or recordkeeper audit, or otherwise conducts an audit with respect to any provision or obligation of the other party under this Agreement, Equifax or Certegy, whichever is applicable, shall be required to fully cooperate with the audit, including providing such records and data as may be necessary to respond to any document or data request that may arise by reason of such audit. The party being audited shall provide the auditing party's representatives with reasonable access during normal business hours to its operations, computer systems and paper and electronic files, and provide workspace to its representatives. To the extent the results of an audit result in any correction to the Liabilities involving any Transferred Individuals, Certegy shall be solely responsible for all such costs and expenses associated with such Liabilities and any related corrections.

7.07 BENEFICIARY DESIGNATIONS/RELEASE OF INFORMATION/RIGHT TO REIMBURSEMENT

All beneficiary designations, authorizations for the release of information and rights to reimbursement made by or relating to Transferred Individuals under Equifax Plans shall be transferred to and be in full force and effect under the corresponding Certegy Plans until such beneficiary designations, authorizations or rights are replaced or revoked by, or no longer apply, to the relevant Transferred Individual.

7.08 REQUESTS FOR INTERNAL REVENUE SERVICE RULINGS AND UNITED STATES DEPARTMENT OF LABOR OPINIONS AND SATISFACTION OF OBLIGATIONS ARISING FROM VOLUNTARY COMPLIANCE PROGRAMS

(a) Cooperation

Certegy shall cooperate fully with Equifax on any issue relating to the transactions contemplated by this Agreement for which Equifax elects to seek a determination letter or private letter ruling from the Internal Revenue Service or an advisory opinion from the United States Department of Labor. Equifax shall cooperate fully with Certegy with respect to any request for a determination letter or private letter ruling from the Internal Revenue Service or advisory opinion from the United States Department of Labor with respect to any of the Certegy Plans relating to the transactions contemplated by this Agreement.

(b) Applications

Equifax and Certegy shall make such applications to regulatory agencies, including the Internal Revenue Service and the United States Department of Labor, as may be necessary to ensure that any transfers of assets from the Equifax VEBA to the Certegy VEBA will neither (i) result in any adverse tax, legal or fiduciary consequences to Equifax and Certegy, the Equifax VEBA, the Certegy VEBA, any participant therein or beneficiaries thereof, any successor welfare benefit funds established by or on behalf of Certegy, or the trustees of such trusts, nor (ii) contravene any statute, regulation or technical pronouncement issued by any regulatory agency. Before the Close of the Distribution Date, Certegy shall prepare all forms required to obtain

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favorable determination letters from the Internal Revenue Service with respect to the tax-exempt status of the Certegy VEBA. Certegy and Equifax agree to cooperate with each other to fulfill any filing and/or regulatory reporting obligations with respect to such transfers.

7.09 FIDUCIARY AND RELATED MATTERS

The parties acknowledge that Equifax will not be a fiduciary with respect to the Certegy Plans and that Certegy will not be a fiduciary with respect to the Equifax Plans. The parties also acknowledge that neither party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination that to do so would violate any applicable fiduciary duties or standards of conduct under ERISA or other applicable law. Notwithstanding any other provision in this Agreement, the parties may take such actions as necessary or appropriate to effectuate the terms and provisions of this Agreement.

7.10 NO THIRD-PARTY BENEFICIARIES; NON-TERMINATION OF EMPLOYMENT

This Agreement is not intended and shall not be construed as to confer upon any Person other than the parties hereto any rights or remedies hereunder. No provision of this Agreement or the Distribution Agreement shall be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any Transferred Individual or other future, present, or former employee of the Equifax Group or the Certegy Group under any Equifax Plan or Certegy Plan or otherwise. Without limiting the generality of the foregoing, except as expressly provided in this Agreement: (i) neither the Distribution nor the termination of the Participating Company status of a member of the Certegy Group shall cause any employee to be deemed to have incurred a termination of employment which entitles such individual to the commencement of benefits under any of the Equifax Plans, any of the Certegy Plans, or any of the Individual Agreements; and (ii) nothing in this Agreement other than those provisions specifically set forth herein to the contrary shall preclude Certegy, at any time after the Close of the Distribution Date, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Certegy Plan, any benefit under any Plan or any trust, insurance policy or funding vehicle related to any Certegy Plan.

7.11 COLLECTIVE BARGAINING

To the extent any provision of this Agreement is contrary to the provisions of any applicable collective bargaining agreement to which Equifax or any affiliate of Equifax is a party, the terms of such collective bargaining agreement shall prevail. Should any provision of this Agreement be deemed to relate to a topic determined by an appropriate authority to be a mandatory subject of collective bargaining, Equifax or Certegy may be obligated to bargain with the union representing affected employees concerning those subjects. In the event a force surplus affecting members of a bargaining unit in both the Equifax Group (on the one hand) and the Certegy Group (on the other hand) directly results, due to the provisions of such a collective bargaining agreement, in an employee involuntarily leaving the payroll of the party not declaring the surplus, then the party declaring the surplus shall bear the cost of any severance payable to such employee.

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7.12 CONSENT OF THIRD PARTIES

If any provision of this Agreement is dependent on the consent of any third party (such as a vendor) and such consent is withheld, Equifax and Certegy shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, Equifax and Certegy shall negotiate in good faith to implement the provision in a mutually satisfactory manner. The phrase "reasonable best efforts" as used in this Agreement shall not be construed to require the incurrence of any non-routine or unreasonable expense or liability or the waiver of any right.

7.13 FOREIGN PLANS

The treatment of Foreign Plans by Equifax and Certegy shall be set forth in Appendix C.

7.14 EFFECT IF DISTRIBUTION DOES NOT OCCUR

If the Distribution does not occur, then all actions and events that are, under this Agreement, to be taken or occur before or effective as of the Close of the Distribution Date, Immediately after the Distribution Date, or otherwise in connection with the Distribution, shall not be taken or occur except to the extent specifically agreed by Certegy and Equifax.

7.15 RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than the relationship set forth herein.

7.16 AFFILIATES

Each of Equifax and Certegy shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by members of the Equifax Group or members of the Certegy Group, respectively, where relevant.

7.17 DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled pursuant to the dispute resolution provisions described in the Distribution Agreement.

7.18 INDEMNIFICATION

Effective on the Distribution Date, Certegy and each member of the Certegy Group agree to jointly and severally indemnify and hold harmless Equifax and each member of the Equifax Group and each of their respective officers, directors, employees and agents and the Equifax Plans and any related trusts, including the Equifax Pension Trust and the trustees thereof, from and against any and all losses, Liabilities, claims, suits, damages, costs and expenses (including

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without limitation, reasonable attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any pending or seriously threatened litigation or claim) (collectively, "Indemnifiable Expenses") arising out of or related in any manner to Transferred Individuals, except for Indemnifiable Expenses arising solely out of a claim which is made by any Person (other than a Person who is a member of the Certegy or Equifax Group) and which is related solely to Equifax's exercise of its fiduciary responsibility for the investment of the assets of the Equifax Plans prior to the Distribution Date (or prior to the Pension Plan Spinoff Date for purposes of the Equifax Pension Plan and prior to the Savings Plan Transfer Date for purposes of the Equifax Savings Plan). In addition, effective on the Distribution Date, Equifax agrees to indemnify and hold harmless each member of the Certegy Group and each of their respective officers, directors, employees and agents and the Certegy Plans and any related trusts, including the Certegy Pension Trust and the trustees thereof, from and against any and all Indemnifiable Expenses arising solely out of a claim which is made by any Person (other than a Person who is a member of the Certegy or Equifax Groups) and which is related solely to Equifax's exercise of its fiduciary responsibility for the investment of the assets of the Equifax Plans prior to the Distribution Date (or prior to the Pension Plan Spinoff Date for purposes of the Equifax Pension Plan and prior to the Savings Plan Transfer Date for purposes of the Equifax Savings Plan).

If any action is brought or any claim is made against a party or person in respect of which indemnity may be sought pursuant to this Section 7.18 (the "Indemnitee"), the Indemnitee shall, within twenty (20) days after the receipt of information indicating that an action or claim is likely, notify in writing the party from whom indemnification is sought (the "Indemnitor") of the institution of the action or the making of the claim, and the Indemnitor shall have the right, and at the request of the Indemnitee, shall have the obligation, to assume the defense of the action or claim, including the employment of counsel. If the Indemnitor assumes the defense of the action or claim, the Indemnitor shall be entitled to settle the action or claim on behalf of the Indemnitee without the prior written consent of the Indemnitee, unless such settlement would, in addition to the payment of money, materially affect the ongoing business or employment of the Indemnitee.

The Indemnitee shall have the right to interpret the provisions of its own Plans and to employ its own counsel, but the fees and expenses of that counsel shall be the responsibility of the Indemnitee unless: (i) the employment of that counsel shall have been authorized in writing by the Indemnitor in connection with the defense of the action or claim; (ii) the Indemnitor shall not have employed counsel to have charge of the defense of such action or claim; or (iii) such Indemnitee shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the Indemnitor (in which case the Indemnitor shall not have the right to direct any different defense of the action or claim on behalf of the Indemnitee). The Indemnitee shall, in any event, be kept fully informed of the defense of any such action or claim. Except as expressly provided above, in the event that the Indemnitor shall not previously have assumed the defense of an action or claim, at such time as the Indemnitor does assume the defense of the action or claim, the Indemnitor shall not thereafter be liable to any Indemnitee for legal or other expenses subsequently incurred by the Indemnitee in investigating, preparing or defending against such action or claim.

Anything in this Section 7.18 to the contrary notwithstanding, the Indemnitor shall not be liable for any settlement of any claim or action effected without its written consent; provided, however, that if after due

notice the Indemnitor refuses to defend a claim or action, the Indemnatee shall have the right to defend and/or settle such action, and the Indemnatee shall not be precluded from making a claim against the Indemnitor for reasonable expenses and liabilities resulting from such defense and/or settlement in accordance with this Section 7.18.

Notwithstanding the foregoing provisions of this Section 7.18, there may be particular actions or claims which reasonably could result in both parties being liable to the other under the indemnification provisions of this Agreement. In such events, the Parties shall endeavor, acting reasonably and in good faith, to agree upon a manner of conducting the defense and settlement of the action or claim with a view to minimizing the legal expenses and associated costs that might otherwise be incurred by the parties, such as, by way of illustration only, agreeing to use the same legal counsel.

The indemnification provisions of this Section 7.18 shall not inure to the benefit of any third party. By way of illustration only, an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto, or, solely by virtue of the indemnification provisions, hereof, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a "windfall" (i.e., a benefit they would not be entitled to receive in the absence of the indemnification provisions) by virtue of these indemnification provisions.

7.19 W-2 Matters

Pursuant to the alternative procedure set forth in Internal Revenue Service Rev. Proc. 96-60, Certegy will assume Equifax's obligations to furnish Forms W-2 to all Transferred Individuals for the year in which the Distribution Date occurs. Equifax will provide to Certegy the information not available to Certegy relating to periods ending on the Distribution Date necessary for Certegy to prepare and distribute Forms W-2 to Transferred Individuals for the year in which the Distribution Date occurs, which will include all remuneration earned by Transferred Individuals before the Distribution Date and Forms W-4 provided to Equifax by Transferred Individuals to the extent that Certegy is not already in possession of such information. Certegy shall prepare and distribute such forms. To the extent permitted by applicable law, in particular Code ss.ss. 3121(a)(1) and 3306(b)(1), Certegy shall be deemed a successor employer to Equifax with respect to Transferred Individuals for purposes of calculating the annual wage limitation to which state and federal payroll taxes apply.

7.20 Confidentiality

Except as required by applicable law, for the purpose of satisfying any obligation under this Agreement or with the consent of the other party, neither Equifax nor Certegy shall disclose to any Person (other than members of the Equifax Group or the Certegy Group) any information (including, but not limited to, information regarding fees, expenses, assets, Liabilities and Plan terms) relating to the Equifax Plans, Certegy Plans or Transferred Individuals. Each of Equifax and Certegy shall be permitted to disclose such information within the Equifax Group and Certegy Group only to the extent reasonably necessary in the ordinary course of business.

7.21 Notices

Any notice, demand, claim, or other communication under this Agreement shall be in writing and shall be given in accordance with the provisions for giving notice under the Distribution Agreement.

7.22 Interpretation

Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all Appendices hereto) and not to any particular provision of this Agreement. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive.

7.23 Severability

The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

7.24 Governing Law/Execution

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia without regard to the conflicts of law rules of such state, may not be assigned by either party without the prior written consent of the other, and shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assignees. This Agreement may not be amended or supplemented except by an agreement in writing signed by Equifax and Certegy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Employee Benefits Agreement to be duly executed as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

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

CERTEGY INC.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards
Title: Corporate Vice President, General Counsel
and Secretary

Appendix A Certegy Executive Programs

Certegy Inc. 2001 Stock Incentive Plan

Certegy Inc. Key Management Long-Term Incentive Plan

Certegy Inc. Deferred Compensation Plan

Certegy Inc. Executive Life and Supplemental Retirement Benefit Plan

Global Stock Purchase Plan Loan Program

Individual Agreements

Including employment, separation, change in control and consulting agreements.

Appendix B Certegy Health And Welfare Plans

Health Plans (ERISA):

Certegy Major Medical Plan (which includes medical, pre-65 post-retirement medical, dental, prescription drug, various HMOs and OSCs, vision, and employee assistance benefits).
Certegy Retiree Medical Plan (post-65 medical)

Group Insurance Plans (ERISA):

Certegy Group Basic Life and Supplemental Life Insurance Plan
Certegy Accidental Death and Dismemberment Insurance Plan
Certegy Group 24-Hour Business Travel Accident Plan

Disability Plans (ERISA):

Certegy Long Term Disability Plan
Certegy Short Term Disability Plan

Severance Plans (ERISA):

Certegy Severance Pay Plan

Cafeteria Plan (ERISA):

Certegy Before Tax Premium Plan
Certegy Health Care Account Plan
Certegy Dependent Care Account Plan (non-ERISA)

Miscellaneous Plans (non-ERISA):

Certegy Educational Assistance Program
Certegy Vacation Program

* Certegy shall have the right to combine or disaggregate any of the above Plans for any purpose, including the satisfaction of any disclosure or reporting requirements under ERISA.

Appendix C Foreign Plans

This Appendix C describes the principles under which Foreign Plans shall be treated. For purposes of this Appendix, outside the U.S. means outside the 50 United States, its territories and possessions, and the District of Columbia, and employed outside the U.S. means compensated under a payroll which is administered outside the United States.

C.1 Plans Covering only Employees of Equifax or Certegy

Effective as of the Close of the Distribution Date or such later date as may be required by applicable law, union, or works council agreement, any Foreign Plan that covers only individuals employed outside the U.S. by the Equifax Group shall be the sole responsibility of the Equifax Group and no member of the Certegy Group shall have any Liability with respect to such a Plan; and any Foreign Plan that covers only individuals employed outside the U.S. by the Certegy Group shall be the sole responsibility of the Certegy Group and no member of the Equifax Group shall have any Liability with respect to such a Plan.

C.2 Plans Covering Employees of Both Equifax and Certegy

(a) Termination of Participation

To the extent legally permitted and except as otherwise provided herein, effective as of the Close of the Distribution Date, or as soon as practicable thereafter, Certegy and each other applicable member of the Certegy Group shall cease to be a Participating Company in each Foreign Plan maintained by Equifax or the Equifax Group and each other applicable member of the Equifax Group shall cease to be a Participating Company in each Foreign Plan maintained by the Certegy Group. Equifax and Certegy recognize that because of the requirements of local law or administrative considerations, a transition period extending beyond the Close of the Distribution Date may be required during which Equifax or Certegy may continue to participate in each other's Foreign Plans. During such transition period, Equifax and Certegy agree to cooperate in handling any and all matters with respect to the Foreign Plans.

(b) Mirror Plans

(1) Effective Immediately after the Distribution Date, Certegy shall adopt, or cause to be adopted, Foreign Plans for the benefit of employees of the Certegy Group employed outside the United States who are eligible to participate in Equifax Foreign Plans and shall cause such Certegy Foreign Plans to be substantially identical in all Material Features to the corresponding Equifax Foreign Plans as in effect on the Distribution Date. Notwithstanding the preceding sentence - (i) Certegy may satisfy this requirement by extending coverage to such individuals under a Foreign Plan of the Certegy Group which was in effect before the Distribution Date and which is, with respect to all Material Features, at least equal to the corresponding Equifax Foreign Plan, and (ii) Certegy is not required to adopt a defined benefit pension plan for the benefit of its Canadian employees (but instead shall make an equitable adjustment to the defined contribution plan covering these employees).

(2) Effective Immediately after the Distribution Date, Equifax shall adopt, or cause to be adopted, Plans for the benefit of employees of the Equifax Group employed outside the United States who are eligible to participate in Certegy Plans and shall cause such Plans to be substantially identical in all Material Features to the corresponding Certegy Foreign Plans as in effect on the Distribution Date; provided, however, that Equifax may satisfy

this requirement by extending or continuing coverage to such individuals under an Equifax Foreign Plan of the Equifax Group which was in effect before the Distribution Date.

(3) The continuation by Equifax or Certegy of separate employment terms and conditions for employees previously covered by the other entity's Plans shall not continue beyond the time legally required.

(c) Transfer of Assets

As of the Close of the Distribution Date, Equifax and Certegy will use their reasonable best efforts to ensure that, to the extent legally permitted:
(i) Liabilities of the Foreign Plans of Equifax relating to Transferred Individuals shall be assumed by the appropriate Foreign Plans of Certegy; and
(ii) an appropriate portion of any assets of the Foreign Plans of Equifax shall be transferred to the appropriate Foreign Plans of Certegy, and vice versa.

C.3 Severance Issues

If under applicable law, any Transferred Individual employed outside the U.S. is deemed to have incurred a termination of employment as a result of the Distribution or any other transaction contemplated by the Distribution Agreement or this Agreement, which entitles such individual to receive any payment or benefit under any Foreign Plan, governmental plan or arrangement or pursuant to any law or regulation, including severance benefits, notwithstanding such individual's continued employment by the Certegy Group, then Certegy shall be liable for any such payment or benefit and, notwithstanding any other provision hereof, to the extent legally permitted, appropriate adjustments shall be made to the treatment of such individual during such continued employment, including not giving such individual credit for prior service and/or treating such individual as having been newly hired immediately after such deemed termination, for purposes of all applicable Foreign Plans. Liability with respect to such payments shall be the responsibility of Certegy.

C.4 Legally Permitted

For purposes of this Appendix C, "legally permitted" means permitted under the laws of the country, the labor union, works council, or collective agreement without adverse consequences to Equifax, Certegy or Transferred Individuals, as determined by Equifax, in its sole discretion, including mandated waiting periods before which working conditions (including benefits) cannot be changed, and upon receiving required agreement from individual employees and/or Plan trustees, foundation boards and members, and any other organizations having a recognized right to determine or affect benefits and/or funding of the Plan.

C.5 Multinational Pooling

Equifax and Certegy shall keep their existing multinational pooling arrangements intact so long as the parties mutually agree. If there is any dividend payable from the consolidated pooling arrangements with respect to the 2001 pool accounting year, that dividend will be allocated between Equifax and Certegy proportionately, based on the contribution to the overall surplus of the pooling arrangements by the Equifax Group and the Certegy Group, respectively. Alternatively, any net deficits incurred under any one (or all) consolidated pooling arrangement(s) will be apportioned back to the entity which incurred the deficit proportionately based on each entities' contribution to the net deficit.

Appendix D Change In Control Agreements

D.1 Tier I Agreements

Lee A. Kennedy
Bruce S. Richards
Larry J. Towe
Michael T. Vollkommer

D.2 Tier II Agreements

Joseph G. Ballard
Jeffrey S. Carbiener
Richard D. Gapen
Gerald A. Hines
Michael Sax
Mary Waggoner

INTERCOMPANY DATA PURCHASE AGREEMENT
BETWEEN EQUIFAX INC.
AND
CERTEGY INC.
DATED JUNE 30, 2001

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THIS INTERCOMPANY DATA PURCHASE AGREEMENT dated as of June 30, 2001, is entered into by EQUIFAX INC., a Georgia corporation ("Equifax"), and CERTEGY INC., a Georgia corporation ("Certegey").

BACKGROUND

A. Certegey is a wholly-owned subsidiary of Equifax formed among other reasons for the purposes of receiving and conducting the business of the Certegey Group (as defined below) and taking title to the intellectual property assets and assuming the associated liabilities related to the business operations of the Certegey Group.

B. The transfer of such business, assets and liabilities, as well as other assets, will be effected pursuant to the Distribution Agreement (as defined below).

C. The parties intend that the Distribution (as defined in the Distribution Agreement) not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code (as defined below).

D. Equifax and its Affiliates (as defined below) provide various Data (as defined below) to each other and to their respective customers. Prior to the Distribution, Equifax and its Affiliates utilized certain common resources and discrete, commercial products purchased from one another in the conduct of their respective businesses. At and after the Effective Time, Equifax and Certegey desire to purchase from each other and their Group members certain Data for their own use and for resale to their Group customers.

E. The parties have determined that it is necessary and desirable to set forth the arrangements required to effect the purchase and sale of their respective Data to the members of each Group and to set forth their other agreements that will govern certain other matters regarding the parties' respective purchase and sale of Data following the Distribution.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants contained in this Agreement and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

As used herein, the following terms have the following meanings:

(a) "Action" means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.

(b) "Affiliate" means, with respect to a party, any corporation, partnership (general or limited), limited liability company, joint venture or other form of business entity that controls, is controlled by or is under common control with that party; and "control" means (i) either directly or indirectly owning or having the right to vote ownership interests possessing a majority of the aggregate voting power of all ownership interests of that entity, or (ii) having the power to control and direct, either directly or indirectly, the business and affairs of that entity or to elect or appoint the person (or if more than one, a majority of the persons) who is responsible for the management and control of the business and affairs of that entity.

(c) "Agreement" means the terms and conditions of this Intercompany Data Purchase Agreement and the Exhibits attached hereto.

(d) "Ancillary Agreements" means all of the written agreements, instruments, understandings, assignments or other arrangements entered into in connection with the transactions contemplated hereby and in the Distribution Agreement, including without limitation, the Distribution Agreement, the Employee Benefits Agreement, the Transition Support Agreement, the Intellectual Property Agreement, the Tax Sharing and Indemnification Agreement, and the Real Estate Agreements.

(e) "Certegey Group" means the entities set forth on Exhibit A, and, at any point in time following the Distribution Date, a Person that is then an Affiliate of any such entity.

(f) "Certegey Indemnitees" has the meaning given in Section 6.2.

(g) "Certegey Products" means those products, services and deliverables listed on Exhibit B.

(h) "Code" means the Internal Revenue Code of 1986, as amended.

(i) "Company Information" means collectively the Proprietary Information and the Confidential Information of the disclosing party. Company Information also includes information that has been disclosed to Equifax or any of its Affiliates prior to the Effective Time, or to any member of either Group after the Effective Time, by a third party subject to an obligation to treat such information as confidential or secret.

(j) "Confidential Information" means any and all confidential company business information of the disclosing party that does not constitute Proprietary Information and that is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy and confidentiality, including without limitation, the Data furnished hereunder, the existence and nature of the relationship between the parties including, without limitation, the prices set forth in the Exhibits to this Agreement, employees of the disclosing party, and any and all additional information disclosed by the disclosing party to the receiving party as a result of the receiving party's access to and presence at the disclosing party's facilities.

(k) "Consumer Report" has the meaning given in the FCRA.

(l) "Consumer Reporting Agency" has the meaning given in the FCRA.

(m) "DAT" means a personal computer or direct access terminal.

(n) "Data" means information provided by either party or the members of its respective Group pursuant to this Agreement.

(o) "Direct Damages" means actual, direct damages incurred by the claiming party which include, by way of example but without limitation, the costs to correct any deficiencies in the Data rendered by Provider and similar damages, but "Direct Damages" shall not include (A) loss of interest, profit or revenue of the claiming party or (B) incidental, consequential, special, indirect, punitive or exemplary damages suffered by the claiming party arising from or related to this Agreement, even if such party has been advised of the possibility of such losses or damages described in (A) and (B) above.

(p) "Distribution" has the meaning given in the Distribution Agreement.

(q) "Distribution Agreement" means that certain Distribution Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(r) "Distribution Date" means the date upon which the Distribution shall be effective, as determined by the Board of Directors of Equifax, or such committee of such Board of Directors as shall be designated by the Board of Directors of Equifax.

(s) "Effective Time" means 11:59 p.m. Atlanta time on June 30, 2001.

(t) "End User" means a Recipient or its Subscriber, which Person will use a given Report, or on whose behalf such Report will be used, in making a business decision concerning the subject of such Report.

(u) "Equifax Group" means Equifax and its Affiliates existing at the Effective Time and as modified from time to time thereafter, excluding all members of the Certegy Group.

(v) "Equifax Indemnitees" has the meaning given in Section 6.1.

(w) "Equifax Products" means those products, services and deliverables listed on Exhibit C.

(x) "FCRA" means the federal Fair Credit Reporting Act, 15 U.S.C. Section 1681, et. seq.

(y) "GLBA" has the meaning given in Section 2.5.

(z) "Group" means the Certegy Group or the Equifax Group.

(aa) "Indemnifiable Loss" means any and all Liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) incurred by an Indemnified Party in connection with any and all Actions or threatened Actions.

(bb) "Indemnified Party" has the meaning given in Section 7.1.

(cc) "Indemnifying Party" has the meaning given in Section 7.1.

(dd) "Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, with respect to a specified object, matter, contract, commitment or undertaking, including without limitation, all debts, liabilities and obligations arising under any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, related thereto and those arising under any contract, commitment or undertaking relating to such specified object, matter, contract, commitment or undertaking.

(ee) "Permissible Purposes" means one of the permitted purposes for which a Consumer Report may be provided pursuant to the FCRA.

(ff) "Person" means any individual, entity (whether or not formed as a corporation, sole proprietorship, partnership, limited liability company or other form of entity and whether or not conducting its affairs for profit), and any governmental entity or agency.

(gg) "Prime Rate" shall have the meaning set forth in the Distribution Agreement.

(hh) "Proprietary Information" means all non-public information, whether tangible or intangible, related to the services or business of the disclosing party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by another Person who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy, including without limitation, (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (B) identifying any oral communication as confidential immediately before, during, or after such oral communication; or (C) otherwise treating such information as confidential or secret. Assuming the criteria in clauses (i) and (ii) above are met, Proprietary Information includes information, without regard to form, including but not limited to, technical and nontechnical data, databases, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers and suppliers (which are not commonly known by or available to the public), research, development, and existing and future products.

(ii) "Provider" means any member of either Group when providing Data to the members of the other Group pursuant to this Agreement.

(jj) "Recipient" means any member of either Group when acquiring Data from the other Group pursuant to this Agreement.

(kk) "Report" means Data regarding any Person, at the individual or aggregated levels, contained in any Certegy Product or Equifax Product, respectively, offered to any member of the other party's Group.

(ll) "Representatives" means, individually and collectively, officers, directors, employees, agents, and/or independent contractors of each member of the Group.

(mm) "Subscriber" means any customer of a Recipient which obtains Data furnished hereunder from that Recipient; provided, however, that a Subscriber will be deemed to be a "Qualified Subscriber" only if the Subscriber meets the criteria therefor set forth in the Provider's Supplemental Terms in effect from time to time, as amended and/or modified by the Provider.

(nn) "Supplemental Terms" means the Equifax Group's supplemental terms and conditions set forth in Exhibit D and the Certegy Group's supplemental terms and conditions set forth in Exhibit E, as amended from time to time during the term of this Agreement.

(oo) "System Affiliate" means a Person that is not an Affiliate of Equifax that has entered into a written agreement with Equifax Information Services, LLC regarding the provision of consumer reporting services through the automated credit reporting service operated by Equifax Information Services, LLC.

(pp) "Third Party Claim" has the meaning given in Section 7.2.

ARTICLE II

DATA PURCHASE

Section 2.1. General

(a) During the term hereof, each provision of Data by any member of one Group to any member of the other Group will be subject to the terms and conditions of this Agreement and the Supplemental Terms applicable to the elements comprising the Data as amended and/or modified from time to time during the term of this Agreement by the Provider. The Data which are provided by members of one Group to the members of the other Group as of the Distribution Date, and which will continue to be provided during the term of this Agreement, are set forth on Exhibits B and C.

(b) The parties acknowledge that the Data to be provided by the Equifax Group may contain Data owned by the Equifax Group as well as by System Affiliates, and that the Equifax Group can only provide Data containing information owned by its System Affiliates to the extent that the System Affiliates authorize the provision of such information and subject to the applicable charges to be paid by, and payment terms for, the Certegy Group as established by the applicable System Affiliate.

(c) The parties have each exerted their best efforts to identify each type of Data presently provided by the members of one Group to the members of the other Group and to

address such Data in this Agreement or in an appropriate Ancillary Agreement. The parties acknowledge that there may be Data provided by the members of one Group to the members of the other Group which are not addressed in this Agreement, but agree that all such items are intended to be governed by this Agreement except to the extent that such items are governed by an Ancillary Agreement. Moreover, the parties agree: that the Data provided may require adjustments during the term of this Agreement to reflect the evolving business and operations of each Group and applicable law; that the relationship memorialized by this Agreement is dynamic in nature and will evolve as the operating and business environment of each Group changes and evolves; and that the scope of the Data that will be provided during the term and the corresponding fees charged and payment terms extended by the parties may need to be modified to reflect the foregoing. The parties agree to cooperate and negotiate with each other in good faith in order to modify this Agreement as appropriate to give effect to the intent of the parties and to satisfy the requirements of each party for additional data; provided, however, that no member of either group shall be obligated to provide Data that is not identified on Exhibit B or C, as applicable, or to provide Data that is identified on Exhibit B or C, as applicable, for a purpose that is not identified on such Exhibit, except as provided in Section 2.1(d).

(d) For the one hundred-eighty (180) days following the Effective Time, each party shall have the right to inventory, validate and update any information and the services, products and deliverables that comprise the Data that are reflected in or omitted from this Agreement and attached Exhibits. If the parties determine that this Agreement or the Exhibits hereto contain discrepancies from the intent of this Agreement, this Agreement and/or Exhibits shall be promptly changed, modified, updated and adjusted to correct such discrepancies, so that this Agreement and/or Exhibits will be correct and accurately reflect the Data, and attendant charges and payment terms, provided by one Group to the other Group at the Effective Time. In the event that either party discovers such an omission from this Agreement or a discrepancy from the intent hereof: (a) that party will promptly notify the other party and the parties will promptly negotiate in good faith to establish the specific terms and conditions applicable to such Data; (b) this Agreement will govern the general terms and conditions applicable to the provision of such Data; and (c) the Provider will not cease to provide such Data, unless the parties are unable to agree upon the specific terms and conditions applicable to such Data. If either party disputes the existence of a discrepancy identified by the other party, the parties will submit the matter for dispute resolution as specified in Section 11.10.

(e) Subject to Article IV, each Provider will perform its obligations in a commercially reasonable manner, and in accordance with any service levels specified in a particular Exhibit.

(f) This Agreement is nonexclusive. Each Provider shall furnish Data on an as-ordered basis only. Each Recipient shall have the right to satisfy any and all of its requirements for information of any type from any third party in addition to, or in lieu of, any Data it is permitted to purchase hereunder.

Section 2.2. Supplemental Terms.

The terms and conditions applicable to any given provision of Data pursuant to this Agreement will vary depending on (a) whether such Data are regulated pursuant to the FCRA or other law or regulation, (b) the type of Data purchased, (c) the role in which the Recipient purchases such Data, including without limitation, as a Non-Consumer Reporting Agency, Consumer Reporting Agency or End User, (d) the purpose for which the Recipient's Subscriber ordered the products, services and deliverables based upon such Data, and (e) the third party limitations and restrictions applicable to the provision of the Data by the Provider. Accordingly, the terms and conditions applicable to any given acquisition of Data by any Recipient pursuant to this Agreement are supplemented by the terms and conditions of the Supplemental Terms with respect to the type of Data purchased, the role in which the Recipient purchases such Data and the purpose for which the Recipient's Subscriber ordered the products, services and deliverables that are based upon such Data, as such Supplemental Terms are modified and/or amended from time to time during the term of this Agreement by the Provider. In the event of a conflict between the terms and conditions set forth in the body of this Agreement and the specific terms and conditions set forth in the Provider's Supplemental Terms, the terms and conditions set forth in the Supplemental Terms will be controlling; provided, however if any provision contained in Articles III, IV, V, VI, VII, VIII, X and/or XI conflicts with and/or overlaps in subject matter with any provision contained in the Supplemental Terms, the terms and conditions set forth in such Articles will prevail and be controlling.

Section 2.3. FCRA Certification.

Certegy and Equifax each certify, and shall ensure that each member of the Certegy Group and Equifax Group shall certify, that it will order Reports that are Consumer Reports only for use for a Permissible Purpose in accordance with the FCRA, as amended from time to time.

Section 2.4. Effect of Data Purchase.

Notwithstanding anything in this Agreement to the contrary, each Recipient of Data hereunder acquires only the right to use such Data for the use or uses specified on Exhibit B or C, as applicable. Except as specifically set forth in Exhibit B or C, as applicable, the Recipient is not authorized to resell Data purchased hereunder. Except for the rights expressly granted in this Agreement and the applicable Exhibits, each Provider reserves all right, title and interest in and to the Data it provides hereunder.

Section 2.5. Effect of Change in Law.

Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Data becomes impossible, impractical, or undesirable due to (i) a change in applicable national, state or local laws or regulations, (ii) a change in the regulatory enforcement of such laws or regulations, (iii) a change in the Provider's good faith interpretation of laws or regulations, presently in force or subsequently enacted, or (iv) pending or threatened litigation, the Provider may cease to provide the affected Data within, or pertaining to persons residing within, the affected jurisdiction. The Provider will attempt to provide written

notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances. In particular, but not in limitation of the foregoing, upon and with the effective date of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq. ("GLBA") and its implementing regulations, the performance of any covenant or term hereof shall be required only insofar as the use, disclosure or provision of any Data in the United States that does not comprise a Consumer Report will comply with Title V of the GLBA and the implementing regulations issued thereunder and shall be pursuant to Section 6802(c) or one of the general exceptions of Section 6802(e) of the GLBA and the corresponding provisions of the applicable regulations, and no Provider shall have any liability hereunder for any failure to perform which is excused in accordance with the foregoing terms.

Section 2.6. Obligations of Providers and Recipients.

(a) Certegy agrees that it will cause each member of the Certegy Group that is designated as a Provider or a Recipient of Data in Exhibit B or C to assume the obligations applicable to such Provider or Recipient, effective as of the Effective Time, and to timely perform, pay or discharge all such obligations.

(b) Equifax agrees that it will cause each member of the Equifax Group that is designated as a Provider or a Recipient of Data in Exhibit B or C to assume the obligations applicable to such Provider or Recipient, effective as of the Effective Time, and to timely perform, pay or discharge all such obligations.

ARTICLE III

FEES AND PAYMENT

Section 3.1. Fees and Charges.

Each Recipient will pay the Provider for all Data supplied to such Recipient according to the rates set forth on Exhibits B and C during the two-year term of this Agreement and according to such rates as are subsequently established by the Provider from time to time thereafter.

Section 3.2. Payment Terms.

Each Recipient shall pay all invoices for Data requested by such Recipient within thirty (30) days after the date of each invoice.

Section 3.3. Disputed Amounts.

In the event that a member of either Group disputes the accuracy or applicability of a charge or credit by a member of the other Group, such member will notify Equifax or Certegy, respectively, of such dispute prior to the date on which the charge is to be paid or the credit issued or as soon as practicable after the discrepancy has been discovered after the applicable invoice is paid or credit is issued. The parties will investigate and resolve such disputes using the dispute resolution process provided in Section 11.10 of this Agreement. Any undisputed amounts contained on the invoice will be paid pursuant to Section 3.2.

Section 3.4. Interest

Any and all amounts not paid when due shall bear interest on a day to day basis from the due date to the date of payment (both dates inclusive) at the lower rate of one and one-half percent (1 1/2%) per month or the highest rate allowable under applicable law.

Section 3.5. Taxes.

All fees and charges payable under this Agreement are exclusive of all federal, state and local sales, excise, use, value added and similar taxes not measured by the income of Provider, which taxes shall be the sole responsibility of Recipient and shall be paid by Recipient at the rate and in the manner prescribed by applicable law and Section 3.2 hereof; provided, however, if required by applicable law, Provider shall separately itemize such taxes on Provider's invoice to Recipient, Recipient shall pay the amount of such taxes to Provider and Provider shall remit such amount to the applicable taxing authority. In lieu thereof, Recipient shall, where applicable, furnish Provider with a properly executed tax exemption certificate acceptable to the applicable taxing authority.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The parties and each Recipient and Provider recognize that every business decision represents an assumption of risk and that neither party, nor the members of either party's Group, in furnishing the Data to the other Group underwrites or assumes the other's risk in any manner. NEITHER PARTY, NOR ANY MEMBER OF EITHER PARTY'S GROUP NOR ANY OF ITS INFORMATION SOURCES, GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA PROVIDED TO ANY MEMBER OF THE OTHER PARTY'S GROUP. NEITHER PARTY, NOR ANY OF ITS REPRESENTATIVES, INFORMATION SOURCES, LICENSORS, SYSTEM AFFILIATES OR MEMBERS OF ITS RESPECTIVE GROUP WILL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS REPRESENTATIVES, INFORMATION SOURCES, LICENSORS, SYSTEM AFFILIATES OR MEMBERS OF THE OTHER PARTY'S GROUP FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ITS ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, PROCESSING, REPORTING OR TRANSMITTING ANY INFORMATION OR THE DATA, EVEN IF DUE TO NEGLIGENCE. THE DATA ARE PROVIDED ON AN "AS IS" BASIS.

No Provider makes any warranties whatsoever in connection with the performance of the DAT, or any other means of communication or provision of the Data from one party to the other, and no Provider will be responsible for transmission distortion, interruptions or failures of the DAT, or any other means of communication or provision of the Data, or of any Data. Each Recipient will use a secure means to deliver Data received hereunder to its Subscribers, unless otherwise agreed by the Provider, and will not deliver such information by means of any publicly accessible network (including without limitation, the Internet) without Provider's express written permission.

ARTICLE V

LIMITATION ON ACTIONS AND LIABILITIES

Section 5.1. Covenant Not to Sue.

Each member of each Group covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against a Provider or a Provider's Representatives, sources of information, affiliated Credit Reporting Agencies, and/or System Affiliates (if applicable) arising out of or relating in any way to the accuracy or inaccuracy and/or validity or invalidity of any of the Data received hereunder, even if caused by the negligence of any such Person; provided, however, this Section shall not be applicable if the injury is caused by the willful misconduct of such Person.

Section 5.2. Release.

Each member of each Group recognizes that the accuracy of any Data received hereunder furnished is not warranted or guaranteed by the Provider thereof for any purpose, and releases the Provider and the Provider's Representatives, sources of information, affiliated Credit Reporting Agencies and System Affiliates (if applicable) from all liability in connection with the accuracy or inaccuracy and/or validity or invalidity of the Provider Information and from any and all charge, damage, loss and/or expense suffered by Recipient resulting directly or indirectly from such matters, even if caused by the negligence of any such Person; provided, however, this sentence shall not be applicable if the injury is caused by the willful misconduct of such Person. Each member of each Group shall include in its agreements with its Subscribers a release concerning the information received from any Provider substantially equivalent to the first sentence of this paragraph; provided that if a Group member currently has Subscriber contracts in place, or standard contract forms, that omit such a release, it will not be in breach of this section, but that member will use its best efforts to incorporate such a release in its future contracts as soon as reasonably practicable.

Section 5.3. Limitation of Liability.

(a) Unless specifically provided to the contrary in this Agreement, neither party shall, nor shall any member of the party's respective Group, have any liability to the other party for any damages other than Direct Damages whether based on contract, tort (including without limitation, that caused by negligence, but excluding willful misconduct), warranty, guarantee or any other legal or equitable grounds. The liability of any member of either Group to the other Group arising out of or resulting from all breaches by such member and/or its Representatives of its obligations under this Agreement during any Contract Year shall not exceed the fees received by such member from the other Group during such Contract Year. "Contract Year" means a twelve month period beginning at the Effective Time or the first anniversary of the Effective Time.

(b) The limitations set forth in Section 5.3(a) shall not apply to:

(i) Any failure by any member of either Group to pay fees and expenses for the Data that are due and payable hereunder up to the effective date of the termination of the Agreement;

(ii) Claims arising under Section 5.1 (Covenant Not to Sue) and/or Section 5.2 (Release);

(iii) Indemnification obligations under Article VI; and

(iv) Any incident or event resulting in damages, charges and/or losses caused by the action or inaction of a member of either Group constituting willful misconduct.

(c) Neither party nor the members of its Group shall be liable for any damages to the other party or the members of its Group if and to the extent caused by the failure of such other party or the members of its Group to perform its responsibilities under this Agreement.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SECTION OF THIS AGREEMENT EXCEPT THIS SECTION 5.3, INCLUDING ANY AND ALL FUTURE AMENDMENTS AND ADDENDA, NEITHER PARTY, NOR ANY OF ITS REPRESENTATIVES, INFORMATION SOURCES, LICENSORS, SYSTEM AFFILIATES OR MEMBERS OF ITS RESPECTIVE GROUP WILL HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS, INTEREST OR REVENUE, OR INTERRUPTION OF BUSINESS, WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Certegy Indemnification of the Equifax Group.

If the Distribution occurs, on and after the Distribution Date, Certegy shall indemnify, defend and hold harmless each member of the Equifax Group and each of their respective Representatives (the "Equifax Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Equifax Indemnitees and arising out of, or due to, (a) any breach of Sections 5.1 (Covenant Not to Sue), 5.2 (Release) or 8.2 (Confidentiality) by a member of the Certegy Group; (b) any Third Party Claim arising out of or in connection with any breach of Section 2.3 or any Supplemental Terms relating to permitted uses of Data or compliance with laws applicable to the Data by a member of the Certegy Group, or a breach of any certification made by a member of the Certegy Group in the Supplemental Terms; or (c) any Third Party Claim alleging that Data supplied by a Provider that is a member of the Certegy Group, or the act of providing such Data, infringes upon a copyright or other

intellectual property right under the law of the country in which such Data is intended to be used; except such damages, loss, liability and expense resulting from the willful misconduct of a member of the Equifax Group.

Section 6.2. Equifax Indemnification of the Certegy Group.

If the Distribution occurs, on and after the Distribution Date, Equifax shall indemnify, defend and hold harmless each member of the Certegy Group and each of their respective Representatives (the "Certegy Indemnitees") from and against any all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees and arising out of, or due to, (a) any breach of Sections 5.1 (Covenant Not to Sue), 5.2 (Release) or 8.2 (Confidentiality) by a member of the Equifax Group; (b) any Third Party Claim arising out of or in connection with any breach of Section 2.3 or any Supplemental Terms relating to permitted uses of Data or compliance with laws applicable to the Data by a member of the Equifax Group, or a breach of any certification made by a member of the Equifax Group in the Supplemental Terms; or (c) any Third Party Claim alleging that Data supplied by a Provider that is a member of the Equifax Group, or the act of providing such Data, infringes upon a copyright or other intellectual property right under the law of the country in which such Data is intended to be used; except such damages, loss, liability and expense resulting from the willful misconduct of a member of the Certegy Group.

Section 6.3. Insurance and Third Party Obligations.

No insurer or any other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

ARTICLE VII

INDEMNIFICATION PROCEDURES

Section 7.1. Notice and Payment of Claims.

If any Equifax or Certegy Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article VI (other than in connection with any Action or claim subject to Section 7.2), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party shall, within thirty (30) days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same thirty (30) day period, the Indemnifying

Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount. Any amount owed under this Section 7.1 that is past due shall bear interest at a simple rate of interest per annum equal to the Prime Rate plus 2%.

Section 7.2. Notice and Defense of Third Party Claims.

(a) Promptly following the earlier of (i) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party or (ii) receipt of information from a third party alleging the existence of a claim against an Indemnified Party, in either case, with respect to which indemnification may be sought pursuant to Article VI of this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 7.2 shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within thirty (30) days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified Party, (i) acknowledge, as between the parties hereto, liability for, and at its option, assumption of the defense of such Third Party Claim at its sole cost and expense or (ii) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section 7.2 setting forth the grounds therefor; provided that if the Indemnifying Party does not within the same thirty (30) day period give the Indemnified Party written notice acknowledging liability and electing to assume the defense or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability to the Indemnified Party for such Third Party Claim.

(b) Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not agree to any such settlement pursuant to which any remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

(c) If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification that arises under Article VI, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim, and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the

Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within fifteen (15) days after the final resolution of such Third Party Claim (whether by settlement, compromise, or the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within fifteen (15) days after such Indemnifying Party's objection has been resolved by settlement, compromise or the final nonappealable judgment of a court of competent jurisdiction.

ARTICLE VIII

CONFIDENTIALITY

Section 8.1. Exclusions.

Notwithstanding anything to the contrary contained in this Agreement, "Company Information" does not include any information that before being divulged by the receiving party (a) has become generally known to the public through no wrongful act of the receiving party; (b) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing party; (c) has been approved for release to the general public by a written authorization of the disclosing party; (d) has been independently developed by the receiving party without use, directly or indirectly, of Company Information received from the disclosing party; or (e) has been furnished to a third party by the disclosing party without restrictions on the third party's rights to disclose the information.

Section 8.2. Confidentiality.

(a) Each party acknowledges, and shall cause each member of its Group to acknowledge, that it is in possession of significant confidential or proprietary information concerning the business, operations and tangible and assets of the members of the other Group.

(b) Each party shall, and shall ensure that each member of its Group shall, (i) protect the Company Information of the other Group from disclosure and in no event take any action causing, or fail to take the action necessary in order to prevent, any such Company Information to lose its character as Company Information; (ii) exercise at a minimum the same care it would exercise to protect its own highly confidential information (which shall in no event be less than a reasonable standard of care); and (iii) not use, reproduce, distribute, disclose, or otherwise disseminate the Company Information of the other party (x) except as authorized pursuant to this Agreement and in the Supplemental Terms attached hereto, as amended from time to time, or any Ancillary Agreement, or (y) except pursuant to a requirement of a governmental agency or of law, without similar restrictions or other protections against public disclosure; provided, however, with respect to disclosures pursuant to (y) above the receiving party must first give written notice of such required disclosure to the disclosing party, take reasonable steps to allow the disclosing party to seek to protect the confidentiality of the Company Information required to be disclosed, make a reasonable effort to obtain a protective order requiring that the Company Information so disclosed be used only for the purposes for which disclosure is required, and shall disclose only that part of the Company Information

which, in the written opinion of its legal counsel, it is required to disclose. Any and all reproductions of such Company Information must prominently contain a confidential legend.

(c) The receiving party may make disclosures of the Company Information of the disclosing party only to Representatives of the receiving party (i) who have a specific need to know such information; and (ii) who the receiving party has obligated under a written agreement to hold such Company Information in trust and in strictest confidence and otherwise to comply with the terms and provisions of this Agreement or terms and conditions substantially similar to and implementing the same restrictions and covenants as those set forth in this Agreement. Certegy and Equifax agree, and shall ensure that each member of their respective Groups agrees, to diligently monitor each such Representative, diligently enforce such agreements with its Representatives, and, upon request by the other party, promptly to furnish to the other party a list of the receiving party's Representatives having had access to such Company Information.

(d) Within thirty (30) days following the receipt of a written request from the disclosing party, the receiving party must deliver to the disclosing party all tangible materials containing or embodying the disclosing party's Company Information applicable to a triggering event, together with a certificate executed by the president or any vice president of the receiving party certifying that all such materials in the receiving party's possession have been delivered to the disclosing party or, at the disclosing party's option, certify that all such materials in the receiving party's possession have been destroyed. For the purposes of this Article VIII, a "triggering event" means the cessation of the provision of Data by the disclosing party to the receiving party under this Agreement or the termination of the Agreement.

(e) The covenants of confidentiality set forth in this Agreement (i) will apply after the Effective Time to all Company Information disclosed to the receiving party before and after the Distribution Date and (ii) will continue and must be maintained from the Effective Time through the termination of the relationship under this Agreement between Equifax and Certegy and (A) with respect to Proprietary Information, at any and all times after the termination of the relationship under this Agreement between Equifax and Certegy during which such Proprietary Information retains its status as a "trade secret" under applicable law; and (B) with respect to Confidential Information, for three (3) years after termination of the relationship under this Agreement between Equifax and Certegy.

Section 8.3. Employee Confidentiality Agreements.

The members of each Group have entered into confidentiality and non-disclosure agreements with their respective employees. To the extent that any employee during or after employment violates such agreement and such violation is or may in the future be to the detriment of the other Group, at the written request of the affected party, the other party shall promptly take remedial measures with such employee if and to the extent reasonable under the circumstances to preserve the value of the Data and to enforce its obligations hereunder. The party employing the affected employee shall have the unilateral right to determine the forum for, the manner of proceeding in, and legal counsel for such action and shall be entitled to any damages or other relief against such employee awarded in such action to the extent related to such party's Data or business. Such enforcement against and recovery by a party from its

breaching employee shall not constitute a release or sole remedy for the members of the other Group injured by such breaching employee's actions, and such members of the other Group may bring a claim against the party employing the breaching employee for a breach of this Agreement. Each party shall bear all of its own out-of-pocket costs of pursuing such action and the other party shall cooperate in connection therewith.

Section 8.4. Rights and Remedies.

(a) If either party, or any member of the Group, should breach or threaten to breach any of the provisions of this Article VIII, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Article VIII. Each party specifically acknowledges, and shall cause each member of its respective Group to acknowledge, that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by the non-breaching party as a result of a breach of any of the provisions of this Article VIII. In the event that either party, or a member of such party's Group, should seek an injunction hereunder, the other party hereby waives, and shall cause each member of its Group to waive, any requirement for the submission of proof of the economic value of any Company Information or the posting of a bond or any other security. In the event of a dispute between the parties under this Article VIII, the non-prevailing party shall pay all costs and expenses associated with resolving the dispute, including, but not limited to, reasonable attorneys' fees.

(b) The receiving party shall notify the disclosing party upon discovery of any unauthorized use or disclosure of Company Information, or any other breach of Article VIII of this Agreement by the receiving party, or any Representative of the receiving party's Group, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Company Information and prevent its further unauthorized use or disclosure. The receiving party shall be responsible for the acts of any Representative of its Group that are in violation of this Article VIII.

Section 8.5. Competitive Activities.

Subject to the rights and obligations set forth in Article VIII, each party understands and acknowledges that the other party's Group may now market or have under development products that are competitive with products or services now offered or that may be offered by it and/or the members of its Group, and the parties' communications hereunder will not serve to impair the right of either party or any member of its respective Group to independently develop, make, use, procure, or market products or services now or in the future that may be competitive with those offered by the other party's Group, nor require either party and/or the members of its Group to disclose any planning or other information to the other party.

Section 8.6. No Implied Rights.

All Company Information is and shall remain the property of the disclosing party and/or the member of its respective Group. By disclosing Company Information to the receiving

party's Group, the disclosing party and/or the members of its respective Group do(es) not grant any express or implied rights or license to the receiving party's Group to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the disclosing party and/or the members of its respective Group.

ARTICLE IX

CONTINUED ASSISTANCE

Section 9.1. Continued Assistance and Transition.

(a) Following the Effective Time, Equifax and Certegy shall, and shall cause each member of their respective Groups to, cooperate in the orderly purchase and sale of Data hereunder. From time to time, at Equifax's or Certegy's request and without further consideration, the other party shall, and shall cause each member of the other party's Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as the requesting party may reasonably request to more effectively evidence compliance with the Supplemental Terms applicable to the purchase and sale of Data as reflected in the Supplemental Terms for the applicable Data in effect from time to time, as amended and/or modified by the Provider.

Section 9.2. Litigation Cooperation.

(a) Upon written request, Equifax and Certegy shall, and shall cause each member of its Group to, use reasonable efforts to cooperate in the evaluation and defense of third party Actions regarding (i) Data provided by the other party or a member of its Group hereunder or (ii) arising out of the business of the other party or of any member of the other party's Group prior to the Distribution Date in which the requesting party or any member of its Group may from time to time be involved, at the cost and expense of the requesting party. Such cooperation shall include, without limitation, making its Representatives available as witnesses or consultants to the extent that such persons may reasonably be required in connection with such third party Actions.

(b) Equifax and Certegy shall, and shall cause each member of its respective Group, to use reasonable efforts to notify the other if it learns of a potential or actual third party claim related to the Data provided pursuant to this Agreement to be brought against any member of the other's Group.

ARTICLE X

TERM AND TERMINATION

Section 10.1. Term; Termination

(a) The term of this Agreement shall commence at the Effective Time and shall continue for two (2) years.

(b) Notwithstanding Section 10.1(a) above, either Equifax or Certegy, as the Provider, may terminate provision of Data to any given Recipient if such Recipient materially breaches any of the terms hereof, including without limitation the applicable Supplemental Terms, and the breach is not cured within thirty (30) days after written notice of breach is delivered to the breaching Recipient; provided, however, that if the breach is not capable of being cured within such thirty (30) day period and the breaching party is proceeding to cure the breach with reasonable diligence, the cure period shall be extended to sixty (60) days.

(c) Notwithstanding Section 10.1(a) above, this Agreement may be terminated in its entirety in accordance with any of the following:

(i) Upon written agreement of the parties;

(ii) By either Certegy or Equifax for material breach by the other of any of the terms hereof if the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party; provided, however, that if the breach is not capable of being cured within such thirty (30) day period and the breaching party is proceeding to cure the breach with reasonable diligence, the cure period shall be extended to sixty (60) days;

(iii) By either Certegy or Equifax, upon written notice to the other if the other becomes insolvent or makes an assignment of substantially all of its assets for the benefit of creditors, or is placed in receivership, reorganization, liquidation or bankruptcy;

(iv) By Equifax, upon written notice to Certegy, if, for any reason, the ownership or control of Certegy or any of Certegy's operations becomes vested in, or is made subject to the control or direction of, any direct competitor of Equifax or one of its subsidiaries, but such termination shall be applicable only with respect to Data provided by Equifax Group members to Recipients that have been affected by the change in control; or

(v) By Certegy, upon written notice to Equifax, if, for any reason, the ownership or control of Equifax or any of Equifax's operations becomes vested in, or is made subject to the control or direction of, any direct competitor of Certegy or one of its subsidiaries, but such termination shall be applicable only with respect to Data provided by Certegy Group members to Recipients that have been affected by the change in control.

(d) Upon any termination pursuant to Sections 10.1(b) or 10.1(c) above, the involved Providers shall be compensated for all Data provided up to the date of termination in accordance with the provisions of this Agreement.

Section 10.2. Effect of Termination and Expiration.

Upon termination or expiration of the term of this Agreement, all rights and obligations of the parties under this Agreement will immediately cease and terminate (except for the rights and obligations pursuant to Articles IV (Representations and Warranties), V

(Limitations on Actions and Liabilities), VI (Indemnification), VII (Indemnification Procedures), and VIII (Confidentiality) and XI (Miscellaneous) and Sections 9.2 and 10.2, and the definitions required thereby which will survive such termination or expiration), and neither party will have any further obligation to the other party with respect to this Agreement, except for (a) fees and reimbursable expenses payable to the other party accrued but unpaid at the date of termination or expiration, and (b) the provisions of this Agreement which are specifically designated herein as surviving such termination or expiration.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Expenses.

Except as specifically provided in this Agreement or any Ancillary Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and the Ancillary Agreements shall be paid by Equifax.

Section 11.2. Notices.

All notices and communications under this Agreement shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, or (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to Equifax, to:

Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Phillip J. Mazzilli, Chief Financial Officer
Fax: (404) 885-8988

with a copy to:

Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Kent E. Mast, Vice President & General Counsel
Fax: (404) 885-8988

If to Certegy, to:

Certegy Inc.
11720 Amberpark Drive, Suite 600

Alpharetta, Georgia 30004
Attention: Bruce S. Richards
Corporate Vice President, General Counsel and Secretary
Fax: (678) 867-8100

With a required copy to:

Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attention: Michael T. Vollkommer
Corporate Vice President and Chief Financial Officer
Fax: (678) 867-8100

Either party may, by written notice delivered to the other party in accordance with this Section 11.2, change the address to which delivery of any notice shall thereafter be made.

Section 11.3. Amendment and Waiver.

This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 11.4. Entire Agreement.

This Agreement and Exhibits constitute the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

Section 11.5. Parties in Interest.

Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Without limiting the generality of the foregoing statement, the parties acknowledge that certain of the legal entities designated as Providers and Recipients in Exhibits B and C are intended to be renamed, formed or reorganized prior to or concurrently with the Distribution, and this Agreement shall be binding upon, and shall inure to the benefit of, the successors of such designated Providers and Recipients. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnitees and Certegy Indemnitees under Articles VI and VII hereof.

Section 11.6. Further Assurances and Consents.

In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including without limitation, using its reasonable efforts to obtain any consents and approvals and to make any filings and applications necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 11.7. Severability.

The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 11.8. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state. Notwithstanding the foregoing, if both the Provider and Recipient of certain Data are residents of the same county (other than the United States), this Agreement shall be construed in accordance with, and governed by, the laws of such country with respect to such Data only.

Section 11.9. Counterparts.

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

Section 11.10. Disputes.

All disputes arising from or in connection with this Agreement, whether based on contract, tort, statute or otherwise, including, but not limited to, disputes in connection with claims by third parties, shall be resolved only in accordance with the provisions of Section 15.10 of the Distribution Agreement.

Section 11.11. Force Majeure.

Neither party will be liable for any loss or damage due to causes beyond its control, including, but not limited to, fire, accident, labor difficulty, war, power or transmission failures, riot, Acts of God or changes in laws and regulations, provided that the affected party must (a) promptly notify the other party in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of its non-performance; and (c) proceed to perform its obligations with dispatch when such cause is removed.

Section 11.12. Headings.

The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

Title: Corporate Vice President, General

Counsel and Secretary

Date: June 30, 2001

CERTEGY INC.

By: /s/ Bruce S. Richards

Title: Corporate Vice President, General

Counsel and Secretary

Date: June 30, 2001

TRANSITION SUPPORT AGREEMENT

THIS AGREEMENT ("Agreement") for the performance of corporate services is executed and made effective as of June 30, 2001, between Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

WHEREAS, Equifax, through the operation of its Payment Services Group, is engaged in the business of providing payment transaction processing solutions and services to financial institutions and merchants;

WHEREAS, the Board of Directors of Equifax has determined that it would be advisable and in the best interests of Equifax and its shareholders for Equifax to contribute the businesses, operations, assets and liabilities of its Payment Services Group (collectively, the "Business") to Certegy in exchange for Certegy common stock and thereafter to distribute all of the outstanding shares of Certegy's common stock on a pro rata basis to the holders of Equifax's common stock (the "Distribution") pursuant to a Distribution Agreement, dated as of the date hereof, between Equifax and Certegy (the "Distribution Agreement");

WHEREAS, the parties intend that the transactions described herein will be effective at the Effective Time (as defined in the Distribution Agreement); and

WHEREAS, the parties hereto deem it to be appropriate and in the best interests of the parties that they provide certain interim services to each other, including financial, accounting, tax, computer systems support and other services on the terms and conditions set forth herein.

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

1. Definitions. Capitalized terms not defined herein shall have the meanings set forth in the Distribution Agreement.

2. Description of Services.

(a) Equifax shall, subject to the terms and provisions of this Agreement, provide Certegy with (i) services, with respect to the Business, as set forth on the Exhibits hereto, including, without limitation, computer system support services, and (ii) such other specific services as Certegy may from time to time reasonably request, subject to Equifax's sole discretion and its being in a position to supply such additional services at the time of such request (collectively, the "Equifax Services").

(b) Certegy shall, subject to the terms and provisions of this Agreement, provide Equifax with (i) services as set forth on the Exhibits hereto, including, without limitation, computer system support services, and (ii) such other services as Equifax may from time to time reasonably request, subject to Certegy's sole discretion and its being in a position to supply such additional services at the time of the request (collectively, the "Certegy Services").

(c) Each Exhibit hereto (i) may identify which specific member(s) of the Equifax Group or the Certegy Group that the parties intend will provide the services and which member(s) of the Equifax Group or the Certegy Group that the parties intend will receive the services; (ii) will provide a description of the services; and (iii) may also include applicable warranties, service levels, service credits and any other special terms and conditions with respect to the services described therein.

(d) The parties have each exerted their best efforts to identify each material service to be provided by the members of one Group to the members of the other Group during a transition period after the Effective Time and to address such services in this Agreement and the Exhibits hereto. However, the parties acknowledge that there may be material services that the parties would have intended to be included which have inadvertently been omitted from this Agreement and the Exhibits. The parties agree to cooperate and negotiate with each other in good faith in order to come to an agreement regarding the continued provision of such material services that have inadvertently been omitted from this Agreement and the Exhibits, on terms that are acceptable to both parties. Moreover, the parties agree that the services to be provided may require adjustments during the term of this Agreement to reflect (i) the evolving business and operations of each Group and applicable law; (ii) that the relationship memorialized by this Agreement is dynamic in nature and will evolve as the operating and business environment of each Group changes and evolves; and (iii) that the scope of the services that will be provided during the term of this Agreement and the corresponding fees charged and payment terms extended by the parties may need to be modified to reflect the foregoing. The parties agree to cooperate and negotiate with each other in good faith in order to modify this Agreement as appropriate to give effect to the intent of the parties and the enduring and dynamic nature of each of the parties' respective businesses and the relationship between the parties.

(e) Each of Equifax and Certegy, as the case may be, shall use commercially reasonable efforts to transition from using the services provided by the other under this Agreement during the first year of the term of this Agreement. Equifax and Certegy agree that they shall use commercially reasonable efforts to assist each other with the development of transition plans to assure a smooth and orderly transition.

3. Consideration for Services.

(a) Certegy shall pay Equifax for all the Equifax Services as described on the applicable Exhibits, and Equifax shall pay Certegy for all the Certegy Services as described on the applicable Exhibits, at the rates specified on each such Exhibit. Unless otherwise stated in an applicable Exhibit, the costs and fees payable under such Exhibit shall be exclusive of any and all sales, use, ad valorem, value added or similar taxes.

(b) The costs and fees for services set forth on each Exhibit are based on certain assumptions acknowledged and agreed to by the parties as of the Effective Time regarding the underlying costs of providing such services. If events occur that cause a material change in the underlying costs of providing the services set forth on a particular Exhibit, Equifax and Certegy hereby agree to negotiate with each other in good faith in order to (i) provide for a

proper refund to the recipient of such services by the provider, in cases where the recipient has already paid the provider and costs and fees have been overestimated, (ii) provide for a proper supplemental payment to the provider of such services by the recipient, in cases where the recipient has already paid the provider and costs and fees have been underestimated and (iii) adjust the costs and fees that the recipient of such services will be required to pay the provider going forward for the continued provision of such services.

4. Terms of Payment. Within thirty (30) business days after the end of each month during the term of this Agreement, each member of the Equifax Group or the Certegy Group providing services hereunder will submit a written invoice to the member of the Equifax Group or the Certegy Group (as applicable) receiving such services for fees for the services provided during the immediately preceding month together with an accounting of the charges for the immediately preceding month's services. Within twenty (20) business days after the receipt of such invoices, each member of the Equifax Group or the Certegy Group will remit payment of the full amount of such invoices to the member of the Equifax Group or the Certegy Group that provided the applicable service(s) in the manner provided in Section 5 below. Interest shall accrue on a day to day basis at the lower of one and one-half percent (1 1/2%) per month or the highest rate allowable under applicable law on any amounts not received by the party providing the service hereunder within thirty (30) business days after receipt by the other of the invoice. The amount of any monthly service fee shall be prorated to correspond with the portion of a given month for which services were actually rendered.

5. Method of Payment. Unless otherwise stated in the applicable Exhibit or agreed to by the parties, all amounts payable by the parties for the services rendered by the other pursuant to this Agreement shall be remitted in United States dollars in the form of a wire transfer.

6. No Service Levels or Service Credits. All services will be provided in a commercially reasonable manner in accordance with any service levels specified on a particular Exhibit. Except as set forth in the immediately preceding sentence or pursuant to Section 20 hereof, unless set forth on the applicable Exhibit, there shall be no service levels or service credits with respect to any of the services to be performed hereunder by any member of the Equifax Group or the Certegy Group.

7. WARRANTIES. THIS IS A SERVICE AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR ON AN APPLICABLE EXHIBIT, (A) NEITHER PARTY, NOR ANY MEMBER OF EITHER PARTY'S GROUP, GUARANTEES OR WARRANTS THE SERVICES TO BE PROVIDED HEREUNDER, (B) THE SERVICES WILL BE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND (C) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. NEITHER PARTY, NOR ANY MEMBER OF EITHER PARTY'S GROUP NOR ANY OF ITS INFORMATION SOURCES, GUARANTEES OR WARRANTS THE CORRECTNESS,

COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA PROVIDED TO ANY MEMBER OF THE OTHER PARTY'S GROUP.

8. Liability; Indemnification.

(a) In no event shall either Equifax or Certegy, or any member of their respective Groups, have any liability, whether based on contract, tort (including, without limitation, negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to this Agreement, including without limitation, loss of data, profits, interest or revenue, or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. Notwithstanding the foregoing, any damages awarded or obtained (whether by settlement, compromise or judgment) as a result of Third Party Claims shall be considered direct damages for purposes of this Agreement.

(b) The limitations set forth in Section 8(a) above shall not apply to liabilities which may arise as the result of the willful misconduct of a party.

(c) Certegy shall indemnify, defend and hold harmless Equifax and its affiliates and their respective directors, officers, employees and agents (the "Equifax Indemnitees") from and against any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all actions or threatened actions ("Indemnifiable Losses") incurred or suffered by any of the Equifax Indemnitees arising from, related to or associated with (i) Equifax's furnishing or failure to furnish the services provided for in this Agreement, other than liabilities arising out of the willful misconduct of the Equifax Indemnitees and (ii) the willful misconduct of Certegy in furnishing or failing to furnish the services to be provided by Certegy in this Agreement.

(d) Equifax shall indemnify, defend and hold harmless Certegy and its affiliates and their respective directors, officers, employees and agents (the "Certegy Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees arising from, related to or associated with (i) Certegy's furnishing or failure to furnish the services provided for in this Agreement, other than liabilities arising out of the willful misconduct of the Certegy Indemnitees, and (ii) the willful misconduct of Equifax in furnishing or failing to furnish the services to be provided by Equifax to Certegy in this Agreement.

(e) No insurer or any other third party shall be, by virtue of the foregoing indemnification provisions, (i) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (ii) relieved of the responsibility to pay any claims to which it is obligated, or (iii) entitled to any subrogation rights with respect to any obligation hereunder.

(f) The procedures for indemnity claims pursuant to this Section 8 shall be those set forth in Article V of the Distribution Agreement.

(g) Notwithstanding anything contained herein to the contrary, in no event shall either Equifax or Certegy, or any member of either of their respective Groups, in the aggregate, (each a "Liable Party"), have any liability including, without limitation, the obligation to indemnify the recipient of a particular service, to any member of the other Group during any Contract Year (as defined below), for Indemnifiable Losses arising under a particular Exhibit in an amount in excess of the fees received by such Liable Party under such Exhibit from the other Group during such Contract Year. "Contract Year" means a twelve (12) month period beginning at the Effective Time or the first anniversary of the Effective Time (or the first date upon which the provider of services under an Exhibit is obligated to begin providing such services (if later than the Effective Time), and the first anniversary of such date); provided, however, that the limitation on liability set forth in this Section 8(g) shall not apply to losses caused by willful misconduct.

(h) Notwithstanding anything contained herein to the contrary, in no event shall either Equifax or Certegy, or any member of either of their respective Groups, in the aggregate, have any liability to any member of the other Group during any Contract Year for Indemnifiable Losses that arise from a breach of the main body of this Agreement (in contrast to an Exhibit) in an amount in excess of the aggregate fees paid by both parties for all services rendered hereunder during such Contract Year; provided, however, that the limitation on liability set forth in this Section 8(h) shall not apply to losses caused by willful misconduct.

9. Term; Termination; Survival.

(a) The term of this Agreement will begin as of the Effective Time and will expire two (2) years from the Effective Time, unless sooner terminated as provided below.

(b) Notwithstanding Section 9(a) above, either Equifax or Certegy, as the recipient of a particular service, may, at its option, upon no less than sixty (60) days prior written notice to the other (or such other period as the parties may mutually agree in writing), direct the other to no longer provide such service. Notwithstanding anything to the contrary contained in an Exhibit, the sixty (60) days minimum notice requirement contained in this Section 9(b) may not be shortened, unless an Exhibit states explicitly that the minimum notice requirement contained in this Section 9(b) shall not apply. In the event of any termination with respect to one or more, but less than all, services to be provided hereunder, this Agreement will continue in full force and effect with respect to any services not terminated.

(c) Notwithstanding Section 9(a) above, either Equifax or Certegy, as the provider or recipient of a particular service, may terminate a particular service being provided under an applicable Exhibit if the other party materially breaches any of the terms hereof or of such applicable Exhibit if the breach is not cured within thirty (30) days after written notice of breach is delivered to the breaching party; provided, however, that if the breach is not capable of

being cured within such thirty (30) day period and the breaching party is proceeding to cure the breach with reasonable diligence, the cure period shall be extended to sixty (60) days.

(d) Notwithstanding Section 9(a) above, this Agreement may be terminated in its entirety in accordance with any of the following:

(i) Upon written agreement of the parties;

(ii) By either Certegy or Equifax for material breach by the other of any of the terms hereof if the breach is not cured within thirty (30) days after written notice of breach is delivered to the breaching party; provided, however, that if the breach is not capable of being cured within such thirty (30) day period and the breaching party is proceeding to cure the breach with reasonable diligence, the cure period shall be extended to sixty (60) days;

(iii) By either Certegy or Equifax, upon written notice to the other if the other becomes insolvent or makes an assignment of substantially all of its assets for the benefit of creditors, or is placed in receivership, reorganization, liquidation or bankruptcy;

(iv) By Equifax, upon written notice to Certegy, if, for any reason, the ownership or control of Certegy or any of Certegy's operations, becomes vested in, or is made subject to the control or direction of, any direct competitor of Equifax or one of its subsidiaries, but such termination shall be applicable only with respect to services provided by Equifax to the portion of Certegy's businesses that has been affected by the change in control; or

(v) By Certegy, upon written notice to Equifax, if for any reason, the ownership or control of Equifax or any of Equifax's operations becomes vested in, or is made subject to the control or direction of, any direct competitor of Certegy or one of its subsidiaries, but such termination shall be applicable only with respect to services provided by Certegy to the portion of Equifax's businesses that has been affected by the change in control.

(e) Upon any termination or expiration pursuant to this Section 9, Equifax and Certegy shall be compensated for all services performed to the date of termination or expiration in accordance with the provisions of this Agreement, and Equifax and Certegy, as the case may be, will consider hiring (but shall not be obligated to hire) certain employees of the other identified by the other prior to the termination or expiration to the extent that Equifax or Certegy, as the case may be, does not contract with third parties to provide the services rendered by Equifax or Certegy pursuant to this Agreement.

(f) Upon termination or expiration of this Agreement (or an Exhibit, as the case may be), all rights and obligations of the parties under this Agreement (or such Exhibit, as the case may be) will immediately cease and terminate (except for the rights and obligations

pursuant to Sections 6 through 9, 14 and 16 through 25, and the definitions required thereby, which will survive such termination or expiration), and neither party will have any further obligation to the other party with respect to this Agreement (or such Exhibit, as the case may be), except (i) for fees and reimbursable expenses payable to the other party accrued but unpaid at the date of termination or expiration, and (ii) as set forth in the provisions of this Agreement which are specifically designated herein as surviving such termination or expiration.

10. Access. During the term of this Agreement, each member of the Equifax Group and of the Certegy Group will permit employees and agents of the members of the other Group access to its premises if reasonably necessary to receive any of the services provided hereunder. While on the premises of the other Group, the employees and agents of the visiting party shall abide by the rules and regulations of the hosting party. The visiting party shall indemnify, defend and hold the hosting party harmless from and against any and all damages, losses, costs and expenses suffered or incurred by reason of damage to person or property caused by the gross negligence or willful misconduct of its employees or agents while on the premises of the hosting party.

11. Amendment and Waiver. This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

12. Force Majeure. Any delays in or failure of performance by Equifax or Certegy shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of Equifax or Certegy, as the case may be, including, but not limited to: acts of God or the public enemy; compliance with any order or request of any governmental authority; acts of war; riots or strikes or other concerted acts of personnel; network failures or failures in communications; the wrongful termination of any Third Party Agreement (as defined in Section 20 below) by such third party; or any other causes beyond the reasonable control of Equifax or Certegy, whether or not of the same class or kind as those specifically named above; provided that the affected party must (a) promptly notify the other party in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of its non-performance; and (c) proceed to perform its obligations with dispatch when such cause is removed.

13. Assignment; Parties in Interest. Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnitees and Certegy Indemnitees under Section 8 hereof.

14. Confidentiality; Ownership of Information.

(a) Each party shall, and shall cause each member of its Group to hold, and cause its directors, officers, employees, agents, consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information of or concerning the other party or its Group obtained or created pursuant to this Agreement (except to the extent that the Distribution Agreement, this Agreement or any other Ancillary Agreement permits or requires the use or disclosure of such information or to the extent such information can be shown to have been (i) in the public domain through no fault of the persons or entities subject to the restrictions of this Section 14(a) (each a "receiving party"), (ii) later lawfully acquired after the Effective Time on a non-confidential basis from a third party or (iii) independently generated without any reference to any proprietary or confidential information of the other party or its Group), and no receiving party shall (x) use such information, except for the benefit of the other party's Group in connection with the performance of the Distribution Agreement, this Agreement or any other Ancillary Agreement or (y) disclose such information to any other person or entity, except its employees, directors, officers, agents, auditors, attorneys, financial advisors, bankers and other consultants and advisors who need to know such information and who shall be advised of the obligations contained in this Section 14(a) and be bound by them. Each receiving party shall be deemed to have satisfied its obligation to hold confidential any information concerning or owned by the other party or its Group if it exercises the same care as it takes to preserve confidentiality for its own similar information. The covenants in this Section 14(a) shall survive any termination of this Agreement or of any obligation to provide services hereunder pursuant to Section 9 and shall continue indefinitely; provided, however, that the covenants in this Section 14(a) shall terminate with respect to any information not constituting a trade secret under applicable law on the third anniversary of the first date on which all obligations to provide services hereunder have terminated (but any such termination shall not terminate or otherwise limit any other covenant or restriction regarding the disclosure or use of such information under any other Ancillary Agreement, the Distribution Agreement or other agreement, instrument or legal obligation).

(b) Any information owned by one party or any of its subsidiaries that is provided to a requesting party pursuant to this Agreement shall be deemed to remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

15. Conflicts Between this Agreement and an Exhibit. As long as any Exhibit remains in effect, the terms of this Agreement shall govern such Exhibit. Except for the minimum notice requirement contained in Section 9(b), if any provision of an applicable Exhibit conflicts with a provision of this Agreement, the provision of such Exhibit will control; provided, however, that in no event shall the term for the provision of any service under this Agreement or an Exhibit exceed two (2) years from the Effective Time.

16. Applicability to Group Members. Equifax and Certegy shall each cause the members of their respective Groups to (a) comply with this Agreement and the Exhibits hereto

and (b) perform the services described on the Exhibits hereto. From time to time after the date hereof, Equifax and Certegy may change which member(s) of their respective Groups provide or receive services hereunder, provided that such changes do not materially change the nature of the services being provided.

17. Notices. All notices and communications under this Agreement shall be in writing and shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, and (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to Equifax, to: Equifax Inc.
1550 Peachtree Street, N.W.
Atlanta, Georgia 30309
Attention: Phillip J. Mazzilli
Chief Financial Officer
Fax: (404) 885-8682

with a copy to: Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attention: Kent E. Mast
General Counsel
Fax: (404) 885-8988

If to Certegy, to: Certegy Inc.
11720 Amberpark Drive, Suite 600
Alpharetta, Georgia 30004
Attention: Bruce S. Richards
Corporate Vice
President, General
Counsel and Secretary
Fax: (678) 867-8100

with a copy to: Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attention: Michael T. Vollkommer
Corporate Vice
President and Chief
Financial Officer
Fax: (678) 867-8100

Either party may, by written notice delivered to the other party in accordance with this Section 17, change the address to which delivery of any notice shall thereafter be made.

18. Entire Agreement. Except as set forth in the Intercompany Data Purchase Agreement (the "Data Purchase Agreement") and the Intellectual Property Agreement (the "Intellectual Property Agreement"), each executed as of the date hereof by the parties hereto, this Agreement, including all Exhibits hereto, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. All Exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.

19. Severability. The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

20. Third Party Agreements.

(a) Equifax and Certegy recognize that certain support services described on the Exhibits hereto and certain related software and hardware licenses ("Licenses") are provided by third parties under specific third party agreements ("Third Party Agreements"). Equifax and Certegy further recognize that the Third Party Agreements may have been entered into by either Equifax or Certegy and that the other receives support services and Licenses as a result of the Third Party Agreements. Equifax and Certegy shall (i) use their respective commercially reasonable efforts to cause the third party providers to continue to provide the support and Licenses to the other under the terms of the Third Party Agreements as in effect as of the Effective Time if such support or Licenses (as applicable) are necessary for a party to provide or receive the services described herein and (ii) if successful in causing third party providers to provide support and Licenses to the other party, pass through to the other party any service levels to which Equifax or Certegy is entitled under such Third Party Agreements. In the event that a Third Party Agreement terminates prior to the expiration of the term for the related services described on the applicable Exhibit hereto, the parties shall use their reasonable commercial efforts to secure an alternative method of making the services or Licenses available to the recipient of such services or Licenses, which alternative has terms and results in economic benefits and burdens to the parties which are substantially similar to those that exist as of the date hereof.

(b) In the event that either Equifax or Certegy allows a member of the other party's Group to use software or hardware that is licensed from a third party under a Third Party Agreement, the other party shall abide by the applicable terms and conditions of such Third Party Agreement.

21. Further Assurances and Consents. In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable

efforts to (a) execute and deliver such further instruments and documents and take such other actions as the other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using its reasonable efforts to obtain any consents and approvals and make any filings and applications; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

22. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state. Notwithstanding the foregoing, if all of the providers and recipients of services under a particular Exhibit are residents of the same country (other than the United States), this Agreement shall be construed in accordance with, and governed by, the laws of such country with respect to such Exhibit only.

23. Disputes. Any disputes arising under this Agreement shall be resolved in accordance with Section 15.10 of the Distribution Agreement; provided, however, that if all of the providers and recipients of services under a particular Exhibit are residents of the same country (other than the United States), the following terms will apply in place of those described in Sections 15.10(c) and 15.10(d) of the Distribution Agreement, with respect to disputes arising under such Exhibit only: (a) the third arbitrator as described in Section 15.10(c) of the Distribution Agreement shall be a lawyer licensed to practice in such country, (b) all questions of law shall be governed by the laws of such country and (c) the arbitration described in Section 15.10(d) of the Distribution Agreement shall be conducted in such country (or such other place as agreed upon by the parties and the arbitrators).

24. Headings. The Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President, General

and Secretary

CERTEGY INC.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards

Title: Corporate Vice President, General

and Secretary

INTELLECTUAL PROPERTY AGREEMENT

BETWEEN

EQUIFAX INC.

AND

CERTEGY INC.

JUNE 30, 2001

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INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT ("Agreement"), dated as of June 30, 2001, is entered into by Equifax Inc., a Georgia corporation ("Equifax"), and Certegy Inc., a Georgia corporation ("Certegy").

BACKGROUND

A. Certegy is a wholly owned subsidiary of Equifax formed among other reasons for the purpose of taking title to the intellectual property assets and assuming the associated liabilities related to the business operations of the Certegy Group (as defined below).

B. The Board of Directors of Equifax has determined that it is in the best interests of Equifax and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Certegy and Designated Certegy Members (defined below), as part of the contribution to the capital of Certegy, certain intellectual property assets used in the business operations of the Certegy Group as described herein and currently utilized to operate the Certegy Business (as defined below), and to receive in exchange therefor the consideration described in the Distribution Agreement (as defined below).

C. The Board of Directors of Certegy has determined that it is in the best interests of Certegy and its shareholders to transfer, assign and/or license to, or acquire on behalf of, Equifax and Designated Equifax Members (defined below) certain intellectual property assets.

D. The parties intend that the Distribution (as defined in the Distribution Agreement) not be taxable to Equifax or its shareholders pursuant to Section 355 of the Code (as defined below).

E. Equifax and its Affiliates (defined below) own certain intellectual property that is used in, or may be useful in, the conduct of the business operations of the Equifax Group (defined below) and/or the Certegy Group. Equifax and Certegy have determined that subject to the terms herein: (1) ownership of certain of such intellectual property shall be transferred to the entity specified in this Agreement on or before the Distribution Date (defined below); (2) certain intellectual property owned by Equifax and/or its Affiliates shall be licensed to the entity(ies) specified in this Agreement on or before the Distribution Date; and (3) the respective rights and obligations of Equifax and/or its Affiliates under certain Third Party Agreements (defined below) shall be acquired, assumed or otherwise transferred to the entity(ies) specified in this Agreement, subject to the consent of the applicable Third Party Provider (defined below).

F. The parties have determined that it is necessary and desirable to describe the principal transactions required to effect the allocation of their respective intellectual property rights in conjunction with the Distribution and to set forth other agreements that will govern certain other matters regarding the parties' respective intellectual property rights following the Distribution.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions

As used herein, the following terms have the following meanings:

(a) "Action" means any claim, suit, arbitration, inquiry, proceeding or investigation by or before any court, governmental or other regulatory or administrative agency or commission or any other tribunal.

(b) "Affiliate" means, with respect to Equifax, any Person, which, whether directly or indirectly, is Controlled by or is under common Control with Equifax prior to the Distribution Date.

(c) "Certegy Business" means the businesses conducted by the members of the Certegy Group as of the Distribution Date.

(d) "Certegy Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Equifax Group that satisfy each of the following criteria: (i) such IP Assets were used in the Certegy Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Equifax Group to third parties on the Distribution Date, and (B) are not made available to the Certegy Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.

(e) "Certegy Enhancements" means software and/or associated documentation created by or for any member of the Certegy Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Equifax Assets as of the Closing Date and which is intended for use with and requires a portion of the Transferred Equifax Assets in order to function properly.

(f) "Certegy Group" means the entities set forth on Exhibit A and any of their respective subsidiaries.

(g) "Certegy Indemnitees" has the meaning given in Section 7.2.

(h) "Certegy Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Certegy Group of the Transferred Equifax Assets, the Licensed Equifax Materials or the Equifax Marks.

(i) "Certegy Third Party Use Rights" means the rights granted to or secured for Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b)(ii).

(j) "Closing Date" means the Effective Time, as defined in the Distribution Agreement.

(k) "Code" means the Internal Revenue Code of 1986, as amended.

(l) "Company Information" means collectively the Proprietary Information and the Confidential Information of the disclosing party. Company Information also includes information that has been disclosed to Equifax or any of its Affiliates prior to the Distribution Date, or to any member of either Group after the Distribution Date, by a third party subject to an obligation to treat such information as confidential or secret.

(m) "Confidential Information" means any and all confidential business information of the disclosing party that does not constitute Proprietary Information and that is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy and confidentiality, including without limitation, the existence and nature of the relationship between the parties, employees of the disclosing party, and any and all additional information disclosed by the disclosing party to the receiving party as a result of the receiving party's access to and presence at the disclosing party's facilities.

(n) "Control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of an entity, or other possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities by contract, or otherwise.

(o) "Derivative Work" means a work based on one or more pre-existing works, including without limitation, a condensation, transformation, expansion or adaptation, that would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work.

(p) "Designated Certegy Member" means a member of the Certegy Group, as designated by Certegy in its sole discretion.

(q) "Designated Equifax Member" means a member of the Equifax Group, as designated by Equifax in its sole discretion.

(r) "Disputes" has the meaning given in the Distribution Agreement.

(s) "Distribution Agreement" means that certain Distribution Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(t) "Distribution Date" means the day as of which the Distribution shall be effective, as determined by the Board of Directors of Equifax, or such committee of such Board of Directors as shall be designated by the Board of Directors of Equifax.

(u) "Divested Business" means the sale or other transfer of a member of either Group, or a portion of the business operations of any such member, to an unrelated third party after the Distribution Date.

(v) "Equifax Business" means the businesses now or formerly conducted by Equifax and its present and former Affiliates, other than the Certegy Business.

(w) "Equifax Continued Use Materials" means any and all IP Assets (other than Transferred Assets) owned and/or held by a member of the Certegy Group that satisfy each of the following criteria: (i) such IP Assets were used in the Equifax Business during the twelve (12) calendar months prior to the Distribution Date and for which a continuing business requirement exists on the Distribution Date, and (ii) such IP Assets or the services, information or deliverables produced with such IP Assets (A) are not made commercially available by the Certegy Group to third parties on the Distribution Date, and (B) are not made available to the Equifax Group after the Distribution Date pursuant to the Intercompany Data Purchase Agreement or the Transition Support Agreement.

(x) "Equifax Enhancements" means software and/or associated documentation created by or for any member of the Equifax Group on or after the Closing Date, that provides processing capabilities, functionality or efficiencies, maintenance, bug fixes or updates not contained in the Transferred Certegy Assets on the Closing Date and which is intended for use with and requires a portion of the Transferred Certegy Assets in order to function properly.

(y) "Equifax Group" means Equifax and its Affiliates existing on the Distribution Date and as modified from time to time thereafter, excluding all members of the Certegy Group.

(z) "Equifax Indemnitees" has the meaning given in Section 7.1.

(aa) "Equifax Liabilities" means all unsatisfied Liabilities, whether arising before, on or after the Distribution Date, based upon or arising out of the ownership, use or possession by the Equifax Group of the Transferred Certegy Assets or the Licensed Certegy Materials.

(bb) "Equifax Marks" mean the Marks owned by Equifax or its Affiliates.

(cc) "Equifax Third Party Use Rights" means the rights granted to or secured for Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a)(ii).

(dd) "Group" means the Certegy Group and/or the Equifax Group.

(ee) "Indemnifiable Losses" has the meaning given in Section 7.1.

(ff) "Indemnified Party" has the meaning given in Section 8.1.

(gg) "Indemnifying Party" has the meaning given in Section 8.1.

(hh) "Intercompany Data Purchase Agreement" means that certain Intercompany Data Purchase Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(ii) "IP Assets" means all intellectual property rights in and to any ideas, trade secrets, specifications, designs, masks, mask works, copyrights, patents, Marks and other proprietary rights, of every kind and description, wherever located, including without limitation, all electronic circuit designs, works of authorship, databases, compositions of matter, computer software (whether such computer software constitutes custom software, firmware or systems created by, or for the exclusive use of either party, or otherwise), algorithms, and works of authorship expressing such algorithms.

(jj) "Liabilities" means any and all claims, debts, liabilities and obligations, absolute or contingent, matured or not matured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, with respect to a specified object, matter, contract, commitment or undertaking, including without limitation, all claims, debts, liabilities and obligations arising under any law, rule, regulation, action, order or consent decree of any governmental entity or any award of any arbitrator of any kind, related thereto or arising under any contract, commitment or undertaking relating to such specified object, matter, contract, commitment or undertaking.

(kk) "Licensed Certegy Materials" means those IP Assets identified on Exhibit K and the Equifax Continued Use Materials.

(ll) "Licensed Equifax Materials" means those IP Assets identified on Exhibit J and the Certegy Continued Use Materials.

(mm) "Licensed Materials" means the Licensed Certegy Materials and/or Licensed Equifax Materials.

(nn) "Marks" means trademarks, service marks, domain names, tradenames, and other slogans, designs and distinctive advertising, whether or not registered or filed with any governmental agency.

(oo) "Person" means an individual, partnership, joint venture, association, corporation, limited liability company, trust or any other legal entity.

(pp) "Proprietary Information" means all non-public information whether tangible or intangible related to the services or business of the disclosing party that (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by another Person who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy, including without limitation, (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (B) identifying any

oral communication as confidential immediately before, during, or after such oral communication; or (C) otherwise treating such information as confidential or secret. Assuming the criteria in clauses (i) and (ii) above are met, Proprietary Information includes information, without regard to form, including, but not limited to, technical and nontechnical data, databases, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers and suppliers (which are not commonly known by or available to the public), research, development, and existing and future products.

(qq) "Related Agreements" means all of the written agreements, instruments, understandings, assignments or other arrangements entered into in connection with the transactions contemplated hereby (other than this Agreement), including without limitation, the Distribution Agreement, Intercompany Data Purchase Agreement and Transition Support Agreement.

(rr) "Representatives" means, individually and collectively, officers, directors, employees, agents, and/or independent contractors of each member of the Group.

(ss) "Required Consents" means any consents or approvals required to be obtained (i) to allow the transfer of any assets to and the assumption of the obligations attendant therewith by a party and release of the transferring party from such obligations; (ii) to allow a party to assume financial, support, operational, management and/or administrative responsibility for the Third Party Rights utilized in the operation of the Equifax Business or Certegy Business, respectively; (iii) for the licensing, acquiring, transfer and/or grant of the rights to the Equifax Group or Certegy Group, respectively, to use the Third Party Rights as contemplated by this Agreement; and/or (iv) for a party to have access to and use of the space, equipment, software and/or third party services provided under the Third Party Agreements entered into by the other party as contemplated by this Agreement.

(tt) "Third Party Agreements" means agreements, contracts or arrangements between Equifax and/or its Affiliates, on the one hand, and a Third Party Provider, on the other.

(uu) "Third Party Claim" has the meaning given in Section 8.2.

(vv) "Third Party Provider" means a Person other than a member of either Group that provides products, software, services, maintenance and/or support to Equifax or one or more of its Affiliates.

(ww) "Third Party Rights" means rights granted to Equifax and/or its Affiliates pursuant to a Third Party Agreement, including (i) all service, support and maintenance rights related thereto or attendant therewith, and (ii) all contractual rights, commitments, undertakings and obligations (including service, data processing, support and maintenance rights and obligations) attendant therewith or directly related thereto.

(xx) "Third Party Use Rights" means the respective Equifax Third Party Use Rights and Certegy Third Party Use Rights.

(yy) "Transferred Assets" means the Transferred Equifax Assets and Transferred Certegy Assets.

(zz) "Transferred Equifax Assets" means the assets to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members as described in Section 2.1.

(aaa) "Transferred Equifax Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Certegy or one or more Designated Certegy Members pursuant to Section 3.1(a)(i).

(bbb) "Transferred Certegy Assets" means the assets to be acquired on behalf of, or transferred to, Equifax or the one or more Designated Equifax Members as described in Section 2.2.

(ccc) "Transferred Certegy Third Party Agreements" means the Third Party Agreements, the rights and obligations of which are to be acquired on behalf of, or transferred to, Equifax or one or more Designated Equifax Members pursuant to Section 3.1(b)(i).

(ddd) "Transferred Third Party Agreements" means the respective Transferred Equifax Third Party Agreements and/or the Certegy Transferred Third Party Agreements.

(eee) "Transition Support Agreement" means that certain Transition Support Agreement entered into on or prior to the Distribution Date between Equifax and Certegy, as amended from time to time.

(fff) "Utility Software Programs" means the software programs set forth on Exhibit L.

ARTICLE II

CONVEYANCE OF CERTAIN ASSETS; ASSUMPTION OF CERTAIN LIABILITIES

Section 2.1. Transferred Equifax Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Equifax agrees, at its expense, to transfer, or cause to be transferred, to Certegy or to a Designated Certegy Member all right, title and interest held by Equifax and/or its Affiliates as of the Closing Date in and to each of the assets identified on Exhibit B hereto, subject to the retained rights described therein. Except as set forth on Exhibit B, no other assets (other than Transferred Equifax Third Party Agreements) are being transferred by Equifax (or a member of the Equifax Group) pursuant to this Agreement.

Section 2.2. Transferred Certegy Assets.

Effective as of the Closing Date, and subject to Sections 2.3 and 2.4 and Article III hereof, Certegy agrees to transfer, or cause to be transferred, to Equifax or to a Designated Equifax Member all right, title and interest held by the members of the Certegy Group as of the Closing Date in and to each of the assets identified on Exhibit E, subject to the retained rights

described therein. Except as set forth on Exhibit E, no other assets (other than Transferred Certegy Third Party Agreements) are being transferred by Certegy (or a member of the Certegy Group) pursuant to this Agreement. The expenses payable to third parties that are not members of either Group to effect such transfers shall be the financial responsibility of Equifax.

Section 2.3. Assumption of Liabilities.

(a) As of the Closing Date, Equifax shall, or shall cause the respective Designated Equifax Member to, assume all payment and performance obligations attendant with the Transferred Certegy Assets and the Equifax Liabilities, including, without limitation, the Liabilities identified on Exhibit H.

(b) As of the Closing Date, Certegy shall, or shall cause the respective Designated Certegy Member to, assume all payment and performance obligations attendant with the Transferred Equifax Assets and the Certegy Liabilities, including, without limitation, the Liabilities identified on Exhibit I.

Section 2.4. Completion of Transactions.

(a) In the event that any conveyance of a Transferred Asset, Transferred Third Party Agreement, or the provision of a Third Party Right or Third Party Use Right, or assumption of any Liability, required by this Agreement is not effected on or before the Closing Date, the obligation to transfer such Transferred Asset or Transferred Third Party Agreement, provide such Third Party Right or Third Party Use Right, and assume such Liability shall continue past the Closing Date and shall be effected by the parties as soon thereafter as practicable; provided, however, that neither party shall be obligated under this paragraph to transfer any Transferred Third Party Agreement and/or provide Third Party Use Rights that either (i) did not exist as of the Closing Date or (ii) are no longer required by the party who is the intended transferee of the respective Third Party Agreement or is entitled to receive the Third Party Use Rights for the continued operation of such party's business.

(b) If any Transferred Asset or Transferred Third Party Agreement may not be transferred or acquired by reason of a requirement to obtain a Required Consent or any other approval of any third party and such Required Consent or other approval has not been obtained by the Closing Date, then such Transferred Asset or Transferred Third Party Agreement shall not be transferred or acquired until such Required Consent or other approval has been obtained. Equifax and Certegy shall, and as the case may be, shall cause the member of its respective Group which is the holder of such Transferred Asset or Transferred Third Party Agreement prior to transfer, to use all reasonable efforts to provide to the applicable member of the other Group all the rights and benefits under such Transferred Asset or Transferred Third Party Agreement and to cause such holder to enforce such Transferred Asset or Transferred Third Party Agreement for the benefit of such member of the other Group; provided, however, that the foregoing obligation shall not, in any way, require Equifax, Certegy or any member of a respective Group to breach any Transferred Third Party Agreement or incur or suffer any liability with respect to any Transferred Third Party Agreement. Moreover, if any transfer of a Transferred Asset or Transferred Third Party Agreement or provision of a Third Party Right or Third Party Use Right, is not completed by the Closing Date in accordance with this Agreement for any reason, each of

Equifax and Certegy shall, and shall cause the members of its Group to, cooperate in achieving a reasonable alternative arrangement for the affected members of the Groups to obtain the economic and operational equivalent of the intended transfer of such Transferred Asset or Third Party Agreement and/or provision of such Third Party Right or Third Party Use Right, and assumption of the attendant Liabilities, with minimum interference to such members' business operations until such transfer of such Transferred Asset or Third Party Agreement, and/or provision of such Third Party Right or Third Party Use Right, is completed. The costs payable to third parties that are not members of either Group to achieve any such reasonable alternative arrangement shall be the financial responsibility of Equifax.

(c) From time to time on and after the Closing Date, each party shall promptly transfer, and cause the appropriate members of its Group promptly to transfer, to the other party, or the designated member of the other party's Group, any property and other benefits received by such party, or the members of its Group, that are intended to be or are a Transferred Asset or Transferred Third Party Agreement of the other party under this Agreement. Without limiting the foregoing, funds received by a member of either Group that belong to a member of the other Group (whether by payment of accounts receivable, credits, rebates or other amounts, however described) shall be delivered to the other Group by wire transfer not more than five (5) business days after receipt of such payment.

ARTICLE III

THIRD PARTY AGREEMENTS

Section 3.1. Third Party Agreements.

(a) Effective as of the Closing Date, Equifax shall (i) transfer, or cause to be transferred, to Certegy or a Designated Certegy Member, or acquire on Certegy's behalf, the rights and obligations of Equifax and its Affiliates in and to the Third Party Agreements identified on Exhibit C (including all Third Party Rights related thereto) and (ii) grant rights to or secure rights (including rights as an "authorized user") for Certegy or a Designated Certegy Member under the Third Party Agreements identified on Exhibit D, in each case, subject to the respective payment obligations or other terms set forth on Exhibit C and Exhibit D.

(b) Effective as of the Closing Date, Certegy shall (i) transfer, or cause to be transferred, to Equifax or a Designated Equifax Member, or acquire on Equifax's behalf, the rights and obligations of the members of the Certegy Group in and to the Third Party Agreements identified on Exhibit F (including all Third Party Rights related thereto) and (ii) grants rights to or secure rights (including rights as an "authorized user") for Equifax or a Designated Equifax Member under the Third Party Agreements identified on Exhibit G, in each case, subject to the respective payment obligations or other terms set forth on Exhibit F and Exhibit G.

(c) Unless as expressly provided hereunder, neither party shall have any obligation to transfer, have transferred or acquire any Third Party Rights or Third Party Use Rights for or on behalf of the other party.

(d) Without limiting each party's specific obligations pursuant hereto (or in any separate agreement) with respect to Third Party Rights and Third Party Use Rights, each of Certegy and Equifax agrees to, in connection with its use of, exploitation of and performance pursuant to any Third Party Rights or Third Party Use Rights, including, without limitation, such party's rights to use, copy, exploit, distribute, display, copy and sublicense any software secured for or granted to such party pursuant to such Third Party Rights or Third Party Use Rights, comply with the terms, scope, restrictions and provisions (including, without limitation, usage limitations) of any Third Party Rights or Third Party Agreements that govern such Third Party Rights or Third Party Use Rights. A failure to comply with this paragraph shall constitute a breach of this Agreement.

Section 3.2. Required Consents.

(a) Equifax with respect to Transferred Equifax Third Party Agreements and Equifax Third Party Use Rights, and Certegy with respect to Transferred Certegy Third Party Agreements and Certegy Third Party Use Rights, shall, or shall cause the appropriate member of its respective Group to, use its reasonable commercial efforts to obtain the grant to the applicable member of the other Group, the Required Consents from the Third Party Providers under such respective Third Party Agreements as necessary to effect the provisions of this Agreement. Each party will provide the other party with advice on its experience and agreements with the Third Party Providers with regard to obtaining any Required Consent under such Third Party Agreements. Equifax and Certegy will each have management and administrative responsibilities for obtaining all Required Consents required as of the Closing Date to which a member of its respective Group is a party. Equifax shall have the right of prior approval of the terms upon which all Required Consents are obtained.

(b) Except as otherwise provided in Section 3.1 and the exhibits referenced therein, Equifax shall bear the costs payable to third parties that are not members of either Group, if any, of obtaining all Required Consents, including without limitation, all charges and fees related to obtaining the Required Consents for the Transferred Third Party Agreements and Third Party Use Rights.

(c) Equifax and Certegy shall use reasonable commercial efforts to obtain all Required Consents with regard to Transferred Third Party Agreements and Third Party Use Rights within one hundred eighty (180) days after the Closing Date, unless otherwise agreed by the parties in writing. Until all Required Consents are obtained, Equifax and Certegy shall each periodically publish a list setting forth the status of each Required Consent for which a member of its respective Group is the contracting party immediately prior to the Closing Date. Equifax and Certegy shall timely cooperate with each other in order to facilitate the proper and timely publication of such periodic Required Consents list. If any Required Consent is not obtained with respect to any of the Third Party Agreements or Third Party Use Rights, the parties shall cooperate with each other in achieving a reasonable alternative arrangement for the affected Group to continue to process its work with minimum interference to its business operations until such Required Consents are obtained, including without limitation, implementing the provisions of Section 2.4(b). Except as otherwise provided in Section 3.1 and the exhibits referenced therein, the cost payable to third parties that are not members of either Group of achieving such

reasonable alternative arrangements with respect to Third Party Rights that are a part of the Transferred Assets or Transferred Third Party Agreements shall be borne by Equifax.

(d) The financial obligations of Equifax under Sections 3.2(b) and (c) for Required Consents and alternative arrangements, shall terminate with respect to all such Required Consents and alternative arrangements not identified by the parties to each other in a writing within twelve (12) months after the Closing Date, and for all Required Consents and alternative arrangements identified thereafter, all such financial obligations shall be borne by the party needing the Required Consent or alternative arrangement to operate under or take assignment of the Third Party Agreement or to obtain such Third Party Right for which such Required Consent or alternative arrangement is required.

(e) For all periods after the Closing Date, except as set forth in Sections 3.2(b) and 3.2(c) for Required Consents and alternative arrangements, Equifax and Certegy shall each bear financial responsibility and pay the Third Party Providers, under all Transferred Third Party Agreements transferred to its respective Group pursuant to Sections 3.1(a)(i) and 3.1(b)(i) above.

Section 3.3. Discharge of Liabilities.

(a) Certegy agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Certegy Liabilities.

(b) Equifax agrees that on and after the Closing Date it will timely pay, perform and discharge, or cause to be timely paid, performed and discharged, all of the Equifax Liabilities.

ARTICLE IV

LICENSED MATERIALS

Section 4.1. Grant of Licenses by Equifax.

(a) Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Certegy Enhancements from, and sublicense the Licensed Equifax Materials (excluding the Utility Software Programs) solely for use in the Certegy Business and as that business may evolve and change in the future, subject to the following:

- (i) Certegy shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Equifax Materials (excluding the Utility Software Programs), except in accordance with Section 4.1(b);
- (ii) Certegy shall hold the Licensed Equifax Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Equifax Group on or contained in the Licensed Equifax Materials (excluding the Utility

Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs);

- (iii) Certegy shall not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses; and
- (iv) all sublicenses from Certegy to members of the Certegy Group (A) shall contain the rights and restrictions set forth in this Section 4.1(a) with respect to the license granted to Certegy and comply with Sections 4.1(b) through (d) hereof and (B) shall be diligently enforced by Certegy.

(b) The sublicense rights granted to Certegy pursuant to Section 4.1(a) include the right for Certegy to grant sublicenses to the Licensed Equifax Materials (excluding the Utility Software Programs) to the members of the Certegy Group, which sublicenses may include the right to further sublicense such Licensed Equifax Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Certegy Business. All sublicensing by Certegy and other members of the Certegy Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Equifax Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:

- (i) receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Equifax Materials (excluding the Utility Software Programs);
- (ii) receives no title in the intellectual property contained in the Licensed Equifax Materials (excluding the Utility Software Programs);
- (iii) will not copy the Licensed Equifax Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Equifax Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
- (iv) will not export or re-export the Licensed Equifax Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
- (v) will hold the Licensed Equifax Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Equifax Materials (excluding the Utility

Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Equifax Materials (excluding the Utility Software Programs), and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Equifax Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Equifax Materials (excluding the Utility Software Programs); and

- (vi) will not sublicense, assign or otherwise transfer the Licensed Equifax Materials (excluding the Utility Software Programs) to any other Person.

(c) In the event any member of the Certegy Group sublicenses any portion of the Licensed Equifax Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.1(a) and (b) above, Certegy agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.1.

(d) In the event that Certegy, or another member of the Certegy Group, shall enter into a Divested Business transaction with respect to the Certegy Group, and the scope of permitted use or other terms applicable to the Licensed Equifax Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.1 are required to be modified to effect such transaction, Equifax will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Equifax Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Equifax, has entered into a license agreement with the appropriate member of the Equifax Group incorporating the terms of Section 4.1 and Section 4.2 and such other terms as Equifax reasonably deems appropriate for the protection of its interests in the Licensed Equifax Materials.

(e) Without limiting the foregoing, Equifax hereby grants, and will cause the other members of the Equifax Group to grant, to Certegy a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Equifax or a member of the Equifax Group for any and all fields of use and to any and all Persons.

(f) The Licensed Equifax Materials may be marketed under such name and in such manner as Certegy chooses, consistent with the terms and conditions of this Agreement.

(g) Except for the Certegy Group's rights described in Section 4.1(a), (b) and (e) above, the Equifax Group's rights in and to the Licensed Equifax Materials shall be and remain the exclusive property of Equifax or the members of the Equifax Group, and their respective successors and assigns.

Section 4.2. Ownership of Enhancements by Certegy.

(a) Unless Exhibit J provides otherwise, Certegy, or the respective Designated Certegy Member, shall own all the modifications and improvements to, and the Certegy Enhancements and/or Derivative Works made from, the Licensed Equifax Materials developed by any member of the Certegy Group, or by any party other than a member of the Equifax Group at the expense of the Certegy Group. Equifax hereby assigns, and shall cause each member of the Equifax Group to assign, to Certegy, or the respective Designated Certegy Member, all right, title and interest it may hold in and to such modifications, improvements, Certegy Enhancements and Derivative Works. Certegy shall, or shall cause the respective Designated Certegy Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Certegy Enhancements and Derivative Works in its discretion and at its sole cost and expense.

(b) Should Certegy elect to file any application for the registration, perfection or protection of any modifications, improvements, Certegy Enhancements or Derivative Works described in Section 4.2(a), under any copyright, patent or other law of any country or jurisdiction, Equifax will, at the request and expense of Certegy, do all things and sign all documents or instruments reasonably necessary in the opinion of Certegy to assist in the registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.

(c) Subject to the license rights granted in Section 4.1, as between the parties, the Licensed Equifax Materials shall be and shall remain the sole and exclusive property of the Equifax Group and the members of the Equifax Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Certegy Group or other restriction. The Equifax Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or the Licensed Equifax Materials.

Section 4.3. License to Marks.

(a) Equifax hereby grants, and will cause each member of the Equifax Group to grant, to Certegy and each member of the Certegy Group a fully paid, non-exclusive, worldwide, non-transferable right to continue to use the Equifax Marks employed in the Certegy Business, but only to the extent such Equifax Marks were displayed by the Certegy Group prior to the Distribution Date (i) on the Transferred Equifax Assets, (ii) on premises jointly occupied with Equifax, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Certegy Group, and such Equifax Marks are used in accordance with the guidelines for usage of the Equifax Marks published and amended by Equifax from time to time. Certegy will terminate the use of such Equifax Marks as soon as commercially practical but in any event within twelve (12) months after the Closing Date.

(b) Certegy hereby grants, and will cause each member of the Certegy Group to grant, to Equifax and each member of the Equifax Group a fully paid, non-exclusive, worldwide, non-

transferable right to continue to use the Marks that were owned immediately prior to the Distribution Date by a member of the Certegy Group and employed in the Equifax Business, but only to the extent such Marks were displayed by the Equifax Group prior to the Distribution Date (i) on assets owned by Equifax or any member of the Equifax Group (other than the Transferred Assets), (ii) on premises jointly occupied with one or more members of the Certegy Group, and (iii) on letterhead, product and services documentation, invoices, software programs, packaging and similar materials used by the members of the Equifax Group, and such Marks are used in accordance with the same guidelines for usage as the Equifax Marks as described in subsection (a) above. Equifax will terminate the use of such Marks as soon as commercially practical but in any event within twelve (12) months after the Distribution Date.

Section 4.4. Grant of License by Certegy.

(a) Certegy hereby grants, and will cause the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, non-transferable license to use, modify, copy, improve, create Derivative Works and Equifax Enhancements from, and sublicense the Licensed Certegy Materials (excluding the Utility Software Programs) solely for use in the Equifax Business and as that business may evolve and change in the future, subject to the following:

- (i) Equifax shall not sublicense, or otherwise disclose or distribute, or permit any Person to use, the Licensed Certegy Materials (excluding the Utility Software Programs), except in accordance with Section 4.4(b);
- (ii) Equifax shall hold the Licensed Certegy Materials (excluding the Utility Software Programs) in strict confidence; will not remove or destroy any proprietary markings of the Certegy Group on or contained in the Licensed Certegy Materials (excluding the Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs);
- (iii) Equifax shall not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government license; and
- (iv) all sublicenses from Equifax to members of the Equifax Group (A) shall contain the rights and restrictions set forth in this Section 4.4(a) with respect to the license granted to Equifax and comply with Sections 4.4(b) through (d) hereof and (B) shall be diligently enforced by Equifax.

(b) The sublicense rights granted to Equifax pursuant to Section 4.4(a) include the right for Equifax to grant sublicenses to the Licensed Certegy Materials (excluding the Utility

Software Programs) to the members of the Equifax Group, which sublicenses may include the right to further sublicense such Licensed Certegy Materials (excluding the Utility Software Programs) to such Group member's customers solely for each such customer's internal business purposes to the extent related to the Equifax Business. All sublicensing by Equifax and other members of the Equifax Group to any one of their customers shall be pursuant to written agreements with such customer, executed before or at the time of furnishing each copy of the Licensed Certegy Materials (excluding the Utility Software Programs) to such customer, and which provide at a minimum that such customer:

- (i) receives only a personal, non-transferable and nonexclusive right to use such copy of the Licensed Certegy Materials (excluding the Utility Software Programs);
- (ii) receives no title in the intellectual property contained in the Licensed Certegy Materials (excluding the Utility Software Programs);
- (iii) will not copy the Licensed Certegy Materials (excluding the Utility Software Programs), except as necessary to use such Licensed Certegy Materials (excluding the Utility Software Programs) in accordance with the license grant and to make one archival copy;
- (iv) will not export or re-export the Licensed Certegy Materials (excluding the Utility Software Programs) without the appropriate United States or foreign government licenses;
- (v) will hold the Licensed Certegy Materials (excluding the Utility Software Programs) in confidence; will not reverse compile or disassemble the Licensed Certegy Materials (excluding the Utility Software Programs); will not remove or destroy any proprietary markings of the licensor on or contained in the Licensed Certegy Materials (excluding the Utility Software Programs); and will include the copyright and patent notices of the licensor as specified from time to time by the licensor for the Licensed Certegy Materials (excluding the Utility Software Programs) on and in all copies of the Licensed Certegy Materials (excluding the Utility Software Programs); and
- (vi) will not sublicense, assign or otherwise transfer the Licensed Certegy Materials (excluding the Utility Software Programs) to any other Person.

(c) In the event any member of the Equifax Group sublicenses any portion of the Licensed Certegy Materials (excluding the Utility Software Programs) to any third party pursuant to Section 4.4(a) and (b) above, Equifax agrees to ensure that such member shall diligently enforce the terms and conditions of all sublicenses granted pursuant to this Section 4.4.

(d) In the event that Equifax, or another member of the Equifax Group, shall enter into a Divested Business transaction with respect to the Equifax Group, and the scope of permitted use or other terms applicable to the Licensed Certegy Materials (excluding the Utility Software Programs) under the license or sublicenses granted in this Section 4.4 are required to be modified to effect such transaction, Certegy will, or will cause the sublicensor under the applicable sublicense to, agree to such modifications to the extent (i) required for the transaction to be effected and (ii) not materially detrimental to the interests of the Certegy Group. Such modifications shall not be effective until the Divested Business or the acquiror thereof, as required by Certegy, has entered into a license agreement with the appropriate member of the Certegy Group incorporating the terms of Section 4.4 and Section 4.5 and such other terms as Certegy reasonably deems appropriate for the protection of its interests in the Licensed Certegy Materials.

(e) Without limiting the foregoing, Certegy hereby grants, and will cause the other members of the Certegy Group to grant, to Equifax a fully paid, non-exclusive, perpetual, worldwide, transferable license to use, modify, improve, create Derivative Works from, and sublicense, the Utility Software Programs (in both object and source code format) identified on Exhibit L as being owned by Certegy or a member of the Certegy Group for any and all fields of use and to any and all Persons.

(f) The Licensed Certegy Materials may be marketed under such name and in such manner as Equifax chooses, consistent with the terms and conditions of this Agreement.

(g) Except for the Equifax Group's rights described in Section 4.4(a), (b) and (e) above, the Certegy Group's rights in and to the Licensed Certegy Materials shall be and remain the exclusive property of Certegy or the respective Designated Certegy Member.

Section 4.5. Ownership of Enhancements by Equifax.

(a) Unless Exhibit K provides otherwise, Equifax, or the respective Designated Equifax Member, shall own all the modifications and improvements to, and the Equifax Enhancements and/or Derivative Works made from, the Licensed Certegy Materials developed by any member of the Equifax Group, or by any party other than a member of the Certegy Group at the expense of the Equifax Group. Certegy hereby assigns, and shall cause each member of the Certegy Group to assign, to Equifax, or the respective Designated Equifax Member, all right, title and interest it may hold in and to such modifications, improvements, Equifax Enhancements and Derivative Works. Equifax shall, or shall cause the respective Designated Equifax Member to, have the right to make and file all applications and other documents required to register the copyright(s) and file for patents for such modifications, improvements, Equifax Enhancements and Derivative Works in its discretion and at its sole cost and expense.

(b) Should Equifax elect to file any application for the registration, perfection or protection of any modifications, improvements, Equifax Enhancements or Derivative Works described in Section 4.5(a), under any copyright, patent or other law of any country or jurisdiction, Certegy will, at the request and expense of Equifax, do all things and sign all documents or instruments reasonably necessary in the opinion of Equifax to assist in the

registration of such claims, file such applications, and obtain, defend and enforce such copyright, patent, mask work and other rights.

(c) Subject to the license rights granted in Section 4.4, as between the parties, the Licensed Certegy Materials shall be and shall remain the sole and exclusive property of the Certegy Group and the members of the Certegy Group may make any internal use and may commercially exploit any enhancements to the Licensed Materials made or caused to be made by members of the Equifax Group, as they shall deem appropriate without any obligation to any member of the Equifax Group or other restriction. The Certegy Group may in particular distribute and manufacture, or cause to be manufactured or distributed by any third party, any such enhancements and/or Licensed Certegy Materials.

Section 4.6. Data.

In no event shall any member of either Group be deemed to have been granted any rights under this Agreement in or to any data owned or maintained by any other member of the other Group, except as specifically provided in Sections 2.1 or 2.2. The respective rights of the members of each Group in and to such data shall be governed exclusively by Sections 2.1 or 2.2 and the Intercompany Data Purchase Agreement.

Section 4.7. Mutual Obligations.

(a) The parties agree and acknowledge that, in addition to the rights granted or to be granted to the parties herein, certain other rights to software source code, object code and documentation, and trademarks and service marks related thereto, are described on Exhibit M.

(b) The parties acknowledge and agree that as of the Closing Date, the UK mainframe environment, consisting of mainframe computer hardware ("Mainframe Hardware") and certain third party software ("OEM Software"), currently consists of three (3) logical partitions ("LPARs"), two (2) of which are shared between Equifax and Certegy. The parties acknowledge and agree that certain OEM Software ("MIPS-Based Software") being used on the Mainframe Hardware contains limitations based upon the number of millions of instructions per second ("MIPS") performed; other OEM Software ("CPU-Based Software") being used on the Mainframe Hardware contains limitations based upon CPU group ratings. The parties also acknowledge and agree that they have previously determined the number of MIPS available, for each party, in excess of the current combined MIPS usage, in connection with the MIPS-Based Software ("Projected MIPS"), and in connection with the CPU-Based Software ("Overhead MIPS"), both as set forth on Exhibit N. With respect to the foregoing, the parties hereby agree as follows:

(i) Certegy agrees that it shall, no later than March 31, 2002, establish, or cause to be established, one or more new and separate LPAR(s) and that Certegy shall no longer share any LPAR with Equifax. Certegy shall be responsible for paying any and all additional software license fees, service fees, fees related to hardware, or other similar fees incurred to establish the new LPAR(s) and to migrate from the existing to the new LPAR(s). Notwithstanding anything contained herein to the contrary, if the deadline for LPAR separation is not met by Certegy prior to March 31, 2002, any costs or fees, including all fees, costs or expenses incurred as a result of

increased capacity or speed requirements or otherwise, incurred by either party due to the non-separation shall be borne by Certegy.

(ii) If either party, prior to or at the time of the complete separation of LPARs (described in subsection (i) above), exceeds its respective Projected MIPS for any year, and, thereafter, any of the MIPS-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Projected MIPS ("Triggering Party") shall bear the full cost and expense of upgrading the MIPS-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a MIPS-Based Software license is purchased, if the non-Triggering Party exceeds its Projected MIPS during a respective year, such non-Triggering Party shall pay the Triggering Party an amount equal to the total cost to the Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-Triggering Party that exceeds its original Projected MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the MIPS-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.

(iii) If either party, prior to or at the time of the complete separation of LPARs (described in subsection (i) above), exceeds its respective Overhead MIPS for any year, and, thereafter, the CPU-Based Software is required, under the terms of the respective software licenses, to be upgraded to allow usage of the additional MIPS, the party first exceeding its respective Overhead MIPS ("CPU Triggering Party") shall bear the full cost and expense of upgrading the CPU-Based Software licenses (whether or not such party ultimately caused the MIPS limitations to be exceeded). Notwithstanding the foregoing, at any time after an upgrade to a CPU-Based Software license is purchased, if the other party ("non-CPU Triggering Party") exceeds its Overhead MIPS during a respective year, such non-CPU Triggering Party shall pay the CPU Triggering Party an amount equal to the total cost to the CPU Triggering Party of purchasing the upgrade multiplied by a fraction, the numerator of which is the number of MIPS used by the non-CPU Triggering Party that exceeds its original Overhead MIPS, and the denominator of which is the total number of MIPS permitted or allowable pursuant to the CPU-Based Software upgrade, but excluding the total number of MIPS permitted prior to the upgrade.

(iv) The rules related to OEM Software upgrade requirements described in subsections (ii) and (iii) above shall apply in the same manner, before or after the completion of the LPAR separation, with respect to Mainframe Hardware upgrade requirements.

(v) Notwithstanding the foregoing, Certegy shall cease the use of any software or hardware that is shared between the parties no later than the date which is two (2) years following the Closing Date.

(c) The parties acknowledge that the Licensed Materials are "intellectual property" within the meaning of Section 101 of the Federal Bankruptcy Act and shall be subject to Section 365(n) thereof, all as set forth in the Intellectual Property Bankruptcy Protection Act, Public Law 100-506, 102 Stat. 2538.

(d) In full and complete payment of the licenses granted in this Agreement, the parties have made the payment described in the Distribution Agreement as set forth in the Distribution Agreement.

(e) Each party shall notify the other party of any involuntary attachment or other judicial process affecting the Licensed Materials.

ARTICLE V

THE CLOSING

Section 5.1. Equifax Deliverables.

On or before the Distribution Date, and effective as of the Closing Date, Equifax will, and/or will cause each member of the Equifax Group to, deliver to Certegy each of the following:

(a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Transferred Equifax Assets and Transferred Equifax Third Party Agreements;

(b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Equifax Liabilities; and

(c) Such other agreements, leases, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

Section 5.2. Certegy Deliverables.

On the Closing Date, Certegy will, and/or will cause each member of the Certegy Group to, deliver to Equifax each of the following:

(a) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Equifax of, the Transferred Certegy Assets and the Transferred Certegy Third Party Agreements;

(b) Duly executed assignment and assumption agreements necessary for the assignment and transfer to, and the assumption by Certegy of, the Certegy Liabilities; and

(c) Such other agreements, documents or instruments as the parties may agree are necessary or desirable in order to achieve the purposes of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Except as expressly set forth in this Agreement or any Related Agreement, neither any member of the Equifax Group, nor any member of the Certegy Group, has given or is giving any representation or warranty regarding the assets or Liabilities retained, transferred, assumed or licensed as contemplated hereby or thereby, including without limitation, (i) title to the assets, (ii) validity of the Liabilities, (iii) any lien, claim or other encumbrance affecting the assets or Liabilities, or (iv) the value of the assets and the amount of the Liabilities. Except as may be expressly set forth in this Agreement or any Related Agreement, all assets and Liabilities were, or are being, transferred, assigned, licensed, assumed, or are being retained, on an "AS IS," "WHERE IS" basis and the respective transferees, licensees and assignees will bear the economic and legal risks that any such conveyance (x) shall prove to be insufficient to vest in the transferee a title that is free and clear of any lien, claim or other encumbrance, or (y) shall not constitute an infringement of a third party's rights.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Certegy Indemnification of the Equifax Group.

If the Distribution occurs, on and after the Distribution Date, Certegy shall indemnify, defend and hold harmless each member of the Equifax Group, and each of their respective directors, officers, employees and agents (collectively the "Equifax Indemnitees") from and against any and all damage, loss, liability and expense, (including without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses) in connection with any and all Actions or threatened Actions (collectively, "Indemnifiable Losses") incurred or suffered by any of the Equifax Indemnitees and arising out of, or due to, the failure of Certegy, or any other member of the Certegy Group, to timely pay, perform or otherwise discharge, any of the Certegy Liabilities or its obligations under this Agreement.

Section 7.2. Equifax Indemnification of the Certegy Group.

If the Distribution occurs, on and after the Distribution Date, Equifax shall indemnify, defend and hold harmless each member of the Certegy Group and each of their respective directors, officers, employees and agents (collectively the "Certegy Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Certegy Indemnitees and arising out of, or due to, the failure of Equifax, or any other member of the Equifax Group, to timely pay, perform or otherwise discharge, any of the Equifax Liabilities or its obligations under this Agreement or any Related Agreement.

Section 7.3. Insurance and Third Party Obligations.

No insurer or any other third party shall be, by virtue of the foregoing indemnification provisions, (a) entitled to a benefit it would not be entitled to receive in the absence of such provisions, (b) relieved of the responsibility to pay any claims to which it is obligated, or (c) entitled to any subrogation rights with respect to any obligation hereunder.

ARTICLE VIII

INDEMNIFICATION PROCEDURES

Section 8.1. Notice and Payment of Claims.

If any Equifax Indemnitee or Certegy Indemnitee (the "Indemnified Party") determines that it is or may be entitled to indemnification by a party (the "Indemnifying Party") under Article VII (other than in connection with any Action or claim subject to Section 8.2), the Indemnified Party shall deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and the amount for which the Indemnified Party reasonably believes it is entitled to be indemnified. After the Indemnifying Party shall have been notified of the amount for which the Indemnified Party seeks indemnification, the Indemnifying Party shall, within thirty (30) days after receipt of such notice, pay the Indemnified Party such amount in cash or other immediately available funds (or reach agreement with the Indemnified Party as to a mutually agreeable alternative payment schedule) unless the Indemnifying Party objects to the claim for indemnification or the amount thereof. If the Indemnifying Party does not give the Indemnified Party written notice objecting to such claim and setting forth the grounds therefor within the same thirty (30) day period, the Indemnifying Party shall be deemed to have acknowledged its liability for such claim and the Indemnified Party may exercise any and all of its rights under applicable law to collect such amount. Any amount owed under this Section 8.1 that is past due shall bear interest at a simple rate of interest per annum equal to the lesser of 1% per month or the maximum amount permitted by law.

Section 8.2. Notice and Defense of Third Party Claims.

(a) Promptly following the earlier of (i) receipt of notice of the commencement by a third party of any Action against or otherwise involving any Indemnified Party, or (ii) receipt of information from a third party alleging the existence of a claim against an Indemnified Party,

with respect to which indemnification may be sought pursuant to this Agreement (a "Third Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice thereof. The failure of the Indemnified Party to give notice as provided in this Section 8.2(a) shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is prejudiced by such failure to give notice. Within thirty (30) days after receipt of such notice, the Indemnifying Party shall by giving written notice thereof to the Indemnified Party, (i) acknowledge, as between the parties hereto, liability for and, at its option, elect to assume the defense of such Third Party Claim at its sole cost and expense, or (ii) object to the claim of indemnification set forth in the notice delivered by the Indemnified Party pursuant to the first sentence of this Section 8.2(a) setting forth the grounds therefor; provided that if the Indemnifying Party does not within the same thirty (30) day period give the Indemnified Party written notice acknowledging liability or objecting to such claim and setting forth the grounds therefor, the Indemnifying Party shall be deemed to have acknowledged, as between the parties hereto, its liability for such Third Party Claim.

(b) Any contest of a Third Party Claim as to which the Indemnifying Party has elected to assume the defense shall be conducted by attorneys employed by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing at the Indemnified Party's sole cost and expense. If the Indemnifying Party assumes the defense of a Third Party Claim, the Indemnifying Party may settle or compromise the claim without the prior written consent of the Indemnified Party; provided that the Indemnifying Party may not agree to any such settlement pursuant to which any such remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible hereunder, shall be applied to or against the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

(c) If the Indemnifying Party does not assume the defense of a Third Party Claim for which it has acknowledged liability for indemnification under Article VII, the Indemnified Party may require the Indemnifying Party to reimburse it on a current basis for its reasonable expenses of investigation, reasonable attorneys' fees and reasonable out-of-pocket expenses incurred in defending against such Third Party Claim and the Indemnifying Party shall be bound by the result obtained with respect thereto by the Indemnified Party; provided that the Indemnifying Party shall not be liable for any settlement effected without its consent, which consent shall not be unreasonably withheld. The Indemnifying Party shall pay to the Indemnified Party in cash the amount for which the Indemnified Party is entitled to be indemnified (if any) within fifteen (15) days after the final resolution of such Third Party Claim (whether by settlement, compromise, or by the final nonappealable judgment of a court of competent jurisdiction or otherwise), or, in the case of any Third Party Claim as to which the Indemnifying Party has not acknowledged liability, within fifteen (15) days after the Indemnifying Party's objection has been resolved by settlement, compromise, or the final nonappealable judgment of a court of competent jurisdiction.

(d) Notwithstanding the foregoing, in no event shall either Equifax or Certegy, or any Member of their respective Group, have any liability, whether based on contract, tort (including, without limitation, negligence or strict liability), warranty or any other legal or equitable

grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to this Agreement, including without limitation, loss of data, profits, interest or revenue, or interruption of business, even if such party has been informed of or might otherwise anticipated or foreseen the possibility of such losses or damages; provided, however, that such limitations shall not apply to liabilities which may arise as the result of willful misconduct of a party. Notwithstanding the foregoing, any damages awarded or obtained (whether by settlement, compromise or judgment) as a result of Third Party Claims shall be considered direct damages for purposes of this Agreement.

ARTICLE IX
CONFIDENTIALITY

Section 9.1. Exclusions.

Notwithstanding anything to the contrary contained in this Agreement, "Company Information" does not include any information that before being divulged by the receiving party (a) has become generally known to the public through no wrongful act of the receiving party; (b) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing party; (c) has been approved for release to the general public by a written authorization of the disclosing party; (d) has been independently developed by the receiving party without use, directly or indirectly, of Company Information received from the disclosing party; or (e) has been furnished to a third party by the disclosing party without restrictions on the third party's rights to disclose the information.

Section 9.2. Confidentiality.

(a) Each party acknowledges, and shall cause each member of the Group to acknowledge, that it is in possession of significant confidential or proprietary information concerning the business, operations and assets of the members of the other Group.

(b) Each party shall, and shall ensure that each member of its Group shall, (i) receive and hold the Company Information of the other Group in trust and in strictest confidence; (ii) protect such Company Information from disclosure and in no event take any action causing, or fail to take the action necessary in order to prevent, any such Company Information to lose its character as Company Information; (iii) exercise at a minimum the same care it would exercise to protect its own highly confidential information; and (iv) not use, reproduce, distribute, disclose, or otherwise disseminate the Company Information of the other Group, (A) except as authorized pursuant to this Agreement or any Related Agreement, or (B) except pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure; provided, however, with respect to disclosures pursuant to (B) above, the receiving party must first give written notice of such required disclosure to the disclosing party, take reasonable steps to allow the disclosing party to seek to protect the confidentiality of the Company Information required to be disclosed, make a reasonable effort to obtain a protective order requiring that the Company Information so disclosed be used only for the purposes for which disclosure is required, and shall disclose only that part of the Company Information

which, in the written opinion of its legal counsel, it is required to disclose. In no event shall the receiving party exercise less than a reasonable standard of care to keep confidential the Company Information. Any and all reproductions of such Company Information must prominently contain a confidential legend.

(c) The receiving party may make disclosures of the Company Information of the disclosing party only to Representatives of the receiving party's Group (i) who have a specific need to know such information; and (ii) who the receiving party has obligated under a written agreement to hold such Company Information in trust and in strictest confidence and otherwise to comply with the terms and provisions of this Agreement or terms and conditions substantially similar to and implementing the same restrictions and covenants as those set forth in this Agreement. Certegy and Equifax agree, and shall ensure that each member of their respective Group agrees, to diligently monitor each such Representative, diligently enforce such agreements with its Representatives, and, upon request by the other party, promptly to furnish to the other party a certified list of the receiving party's Representatives having had access to such Company Information.

(d) The covenants of confidentiality set forth in this Agreement (i) will apply after the Closing Date to all Company Information disclosed to the receiving party before, on and after the Closing Date and (ii) will continue and must be maintained from the Closing Date through the termination of the relationship under this Agreement between Equifax and Certegy (A) with respect to Proprietary Information, the period during which the Proprietary Information constituting a part of the Company Information retains its status as a "trade secret" under applicable law; and (B) with respect to Confidential Information constituting a part of the Company Information, for the shorter of a period equal to three (3) years after the Closing Date, or until such Confidential Information no longer qualifies as confidential under applicable law.

Section 9.3. Employee Confidentiality Agreements.

The members of each Group have entered into confidentiality and non-disclosure agreements with their respective employees. To the extent that any employee during or after employment violates any such agreement and such violation is or may in the future be to the detriment of the other Group, at the written request of the affected party, the other party shall, or shall cause the appropriate members of its Group to, promptly bring and diligently pursue an action against such employee if and to the extent reasonable under the circumstances to preserve the value of the assets and Licensed Materials. The Group member employing the employee violating his/her confidentiality and non-disclosure agreement shall have the unilateral right to determine the forum for, the manner of proceeding in, and legal counsel for such action and shall be entitled to any damages or other relief against such employee awarded in such action to the extent related to such Group's assets or business or to the Licensed Materials. Such enforcement against and recovery by a Group member from its breaching employee shall not constitute a release or sole remedy for the members of the other Group injured by such breaching employee's actions, and such members of the other Group may bring a claim against the Group members employing the breaching employee for a breach of this Agreement. Each party shall bear all out-of-pocket costs of pursuing such action and the other party shall cooperate in connection therewith.

Section 9.4. Rights and Remedies.

(a) If either party, or any member of the Group, should breach or threaten to breach any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges, and shall cause each member of its respective Group to acknowledge, that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by the non-breaching party as a result of a breach of any of the provisions of this Agreement. In the event that either party, or a member of such party's Group, should seek an injunction hereunder, the other party hereby waives, and shall cause each member of its Group to waive, any requirement for the submission of proof of the economic value of any Company Information or the posting of a bond or any other security. In the event of a dispute between the parties, the non-prevailing party shall pay all costs and expenses associated with resolving the dispute, including, but not limited to, reasonable attorneys' fees.

(b) The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Company Information, or any other breach of this Agreement by the receiving party or any Representative of the receiving party's Group, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Company Information and prevent its further unauthorized use or disclosure. The receiving party shall be responsible for the acts of any Representative of its Group that are in violation of this Agreement.

Section 9.5. Competitive Activities.

(a) Subject to the rights and obligations set forth in this Article IX, each party understands and acknowledges that the other party's Group may now market or have under development products that are competitive with products or services now offered or that may be offered by it and/or members of its Group, and the parties' communications hereunder will not serve to impair the right of either party, or any member of its respective Group, to independently develop, make, use, procure, or market products or services now or in the future that may be competitive with those offered by the other party's Group, nor require either party, and/or the members of its Group, to disclose any planning or other information to the other party.

(b) Neither party will be restricted in using, in the development, manufacturing and marketing of its products and services and its operations, any data processing or network management or operation ideas, concepts, know-how and techniques which are retained in the minds of employees who have had access to the other party's Company Information subject to the restrictions set forth in this Agreement.

Section 9.6. No Implied Rights.

Except as provided herein or in any Related Agreement, all Company Information is and shall remain the property of the disclosing party and/or the respective member of its Group. By disclosing Company Information to the receiving

party's Group, the disclosing party and/or the members of its Group do(es) not grant any express or implied rights or license to the receiving party's Group to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the disclosing party and/or the members of its Group.

ARTICLE X

CONTINUED ASSISTANCE

Section 10.1. Continued Assistance and Transition.

(a) Following the Closing Date, Equifax shall, and shall cause each member of the Equifax Group to, cooperate in an orderly transfer of the Transferred Equifax Assets and the Transferred Equifax Third Party Agreements to Certegy or the respective Designated Certegy Member. From time to time, at Certegy's request and without further consideration, Equifax shall, and shall cause each member of the Equifax Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Certegy may reasonably request to more effectively assign, convey and transfer any of the Transferred Equifax Assets and the Transferred Equifax Third Party Agreements. Equifax will assist Certegy in the vesting, collection or reduction to possession of such Transferred Equifax Assets and Transferred Equifax Third Party Agreements.

(b) Following the Closing Date, Certegy shall, and shall cause each member of the Certegy Group to, cooperate in an orderly transfer of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements to Equifax or the respective Designated Equifax Member. From time to time, at Equifax's request and without further consideration, Certegy shall, and shall cause each member of the Certegy Group, as applicable, to execute, acknowledge and deliver such documents, instruments or assurances and take such other action as Equifax may reasonably request to more effectively assign, convey and transfer any of the Transferred Certegy Assets and Transferred Certegy Third Party Agreements. Certegy will assist Equifax in the vesting, collection or reduction to possession of such Transferred Certegy Assets and Transferred Certegy Third Party Agreements.

Section 10.2. Records and Documents.

(a) As soon as practicable following the Closing Date, Equifax and Certegy shall each arrange for the delivery to the other of existing corporate and other documents (e.g. documents of title, source code, contracts, etc.) in its possession relating to the Transferred Assets, Transferred Third Party Agreements and assumed Liabilities.

(b) From and after the Closing Date, Equifax and Certegy shall each, and shall cause each member of its Group to, afford the other and its accountants, counsel and other designated Representatives reasonable access (including using reasonable efforts to give access to person or firms possessing such information) and duplicating rights during normal business hours to all records, books, contracts, instruments, computer data and other data and information in its possession relating to the assets, Liabilities, Licensed Materials, business and affairs of the other (other than data and information subject to any attorney/client or other privilege), insofar as such

access is reasonably required by the other, including without limitation, for audit, accounting and litigation purposes.

(c) Notwithstanding the foregoing, either party may destroy or otherwise dispose of any information at any time in accordance with the corporate record retention policy maintained by such party with respect to its own records.

Section 10.3. Litigation Cooperation.

Upon written request, Equifax and Certegy shall, and shall cause each member of its Group to, use reasonable efforts to cooperate in the evaluation and defense of third party Actions arising out of the business of the other party or of any member of the other party's Group prior to the Distribution Date in which the requesting party or any member of its Group may from time to time be involved, at the cost and expense of the requesting party. Such cooperation shall include, without limitation, making its Representatives available as witnesses or consultants to the extent that such persons may reasonably be required in connection with such third party Actions.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Expenses.

Except as specifically provided in this Agreement or any Related Agreement, all costs and expenses incurred in connection with the preparation, execution, delivery and implementation of this Agreement and with the consummation of the transactions contemplated by this Agreement (including transfer taxes and the fees and expenses of all counsel, accountants and financial and other advisors) shall be paid by Equifax.

Section 11.2. Notices.

All notices and communications under this Agreement shall be deemed to have been given (a) when received, if such notice or communication is delivered by facsimile, hand delivery or overnight courier, or (b) three (3) business days after mailing if such notice or communication is sent by United States registered or certified mail, return receipt requested, first class postage prepaid. All notices and communications, to be effective, must be properly addressed to the party to whom the same is directed at its address as follows:

If to Equifax, to:
Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Phillip J. Mazzilli, Chief Financial Officer
Fax: (404) 885-8682

with a copy to:

Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Kent E. Mast, General Counsel
Fax: (404) 885-8988

If to Certegy, to:

Certegy Inc.
11720 Amberpark Drive, Suite 600
Alpharetta, Georgia 30004
Attn: Bruce S. Richards
Corporate Vice President, General Counsel and Secretary
Fax: (678) 867-8100

with a required copy to:

Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attn: Michael T. Vollkommer
Corporate Vice President and Chief Financial Officer
Fax: (678) 867-8100

Either party may, by written notice so delivered to the other party in accordance with this Section 11.2, change the address to which delivery of any notice shall thereafter be made.

Section 11.3. Amendment and Waiver.

This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any terms, provision or condition of or failure to exercise or delay in exercising any rights or remedies under this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further continuing waiver of any such term, provision, condition, right or remedy or as a waiver of any other term, provision or condition of this Agreement.

Section 11.4. Entire Agreement.

This Agreement, together with the Related Agreements, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. To the extent that the provisions of this Agreement are inconsistent with the provisions of any other Related Agreement, the provisions of this Agreement shall prevail with respect to the subject matter hereof.

Section 11.5. Parties in Interest.

Neither of the parties hereto may assign its rights or delegate any of its duties under this Agreement without the prior written consent of each other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than members of the Equifax Group and the Certegy Group and the Equifax Indemnitees and Certegy Indemnitees under Articles VII and VIII hereof.

Section 11.6. Further Assurances and Consents.

In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto will use its reasonable efforts to (a) execute and deliver such further instruments and documents and take such other actions as any other party may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement, including without limitation, using its reasonable efforts to obtain any consents and approvals and to make any filings and applications necessary or desirable in order to consummate the transactions contemplated by this Agreement; provided that no party hereto shall be obligated to pay any consideration therefor (except for filing fees and other similar charges) to any third party from whom such consents, approvals and amendments are requested or to take any action or omit to take any action if the taking of or the omission to take such action would be unreasonably burdensome to the party or its Group or the business thereof.

Section 11.7. Severability.

The provisions of this Agreement are severable and should any provision hereof be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part hereof.

Section 11.8. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Georgia, without regard to the conflicts of law rules of such state.

Section 11.9. Counterparts.

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

Section 11.10. Disputes.

Any Disputes arising under this Agreement, whether based on contract, tort, statute or otherwise, including but not limited to, disputes in connection with claims by third parties, shall be resolved in accordance with Section 15.10 of the Distribution Agreement; provided that the parties shall retain the rights and remedies specified in Section 9.4 hereof.

Section 11.11. Force Majeure.

Neither party will be liable for any loss or damage due to causes beyond its control, including, but not limited to, fire, accident, labor difficulty, war, power or transmission failures, riot, Acts of God or changes in laws and regulations, provided that the affected party must (a) promptly notify the other party in writing and furnish all relevant information concerning the event of force majeure; (b) use reasonable efforts to avoid or remove the cause of its nonperformance; and (c) proceed to perform its obligations with dispatch when such cause is removed.

Section 11.12. Documentation.

Prior to the Distribution Date and from time to time thereafter, the parties will prepare, maintain and update schedules of the Transferred Equifax Assets, the Transferred Certegy Assets, the Licensed Equifax Materials, the Licensed Certegy Materials, and the Third Party Agreements, the Third Party Use Rights and the Third Party Rights transferred and/or provided by each Group to the other Group, in such detail as shall be appropriate for the management and administration of these items as described in this Agreement.

Section 11.13. Headings.

The Article and Section headings set forth in this Agreement are included for administrative, organizational and convenience purposes, and are not intended to affect the meaning of the provisions set forth in this Agreement or to be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

EQUIFAX INC.

By: /s/ Kent E. Mast

Title: Corporate Vice President, General

Counsel and Secretary

Date: June 30, 2001

CERTEGY INC.

By: /s/ Bruce S. Richards

Title: Corporate Vice President, General

Counsel and Secretary

Date: June 30, 2001

AGREEMENT REGARDING LEASES

THIS AGREEMENT REGARDING LEASES (this "Agreement") is made and entered into as of the 30th day of June, 2001, by and between EQUIFAX INC., a Georgia corporation ("Equifax"), and CERTEGY PAYMENT SERVICES, INC. (f/k/a Equifax Payment Services, Inc.), a Delaware corporation ("Certegy Payment Services").

W I T N E S S E T H:

WHEREAS, Certegy Payment Services is currently a wholly-owned subsidiary of Equifax;

WHEREAS, Equifax presently intends to transfer and assign to Certegy Inc., a Georgia corporation ("Certegy"), as a contribution to the capital of Certegy, the capital stock of Certegy Payment Services and certain related assets (the "Spin Transaction"); and

WHEREAS, each of Certegy Payment Services and its subsidiaries (collectively, the "Certegy Payment Services Group"; the persons and entities composing the Certegy Payment Services Group are herein referred to as "Certegy Payment Services Group Companies") and Equifax and its subsidiaries other than those that compose the Certegy Payment Services Group Companies (collectively, the "Equifax Group"; the persons and entities composing the Equifax Group are herein referred to as "Equifax Group Companies") have entered into certain Lease Agreements and Lease Guarantees, and the parties hereto desire to agree upon certain matters with respect to such Lease Agreements and Lease Guarantees in connection with the Spin Transaction, as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing premises and the respective undertakings of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Equifax and Certegy Payment Services hereby agree as follows:

1. Certegy Payment Services Group Leases; Equifax Guarantees.

(a) Certegy Payment Services Group Leases. Certain Certegy

Payment Services Group Companies are currently the "tenants" or "lessees" under those certain Lease Agreements identified on Exhibit "A" attached hereto and

incorporated herein (the "Certegy Payment Services Group Leases"), and such Certegy Payment Services Group Companies will continue to be the "tenants" or "lessees" under their Lease Agreements immediately after the consummation of the Spin Transaction. The parties intend that the Spin Transaction shall not constitute an assignment or other transfer under any of the Certegy Payment Services Group Leases that would require the consent of the "landlord" or "lessor" thereunder, but, in the event the Spin Transaction is deemed to be such an assignment or other transfer under any of the Certegy Payment Services Group Leases, then Equifax and Certegy Payment Services hereby agree to reasonably cooperate with each other in obtaining any such required consent of the "landlord" or "lessor" thereunder. Certegy Payment Services shall, and hereby agrees to,

indemnify, defend and hold Equifax harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Equifax, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Equifax, in connection with or arising out of or by reason of any one or more of the Certegy Payment Services Group Leases in connection with the Spin Transaction or otherwise.

(b) Equifax Guarantees. Equifax has entered into lease guarantees

(the "Equifax Guarantees") with respect to the duties, obligations, liabilities, and responsibilities of the "tenant" or "lessee" under certain of the Certegy Payment Services Group Leases, as identified on Exhibit "B" attached hereto and

incorporated herein. Certegy Payment Services shall, and hereby agrees to, indemnify, defend and hold Equifax harmless from, against and in respect of any actions, causes of action, suits, claims, demands, judgments, or proceedings asserted against, imposed upon or suffered or incurred by Equifax, and from, against and in respect of any liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid in compromise or settlement, asserted against, imposed upon or suffered or incurred by Equifax in connection with or arising out of or by reason of any one or more of the Equifax Guarantees. Without limiting any of the rights or remedies of Equifax under the Distribution Agreement (as hereinafter defined) or otherwise, Equifax shall be subrogated to the right, title, and interest of the "landlord" or "lessor" under each of the Equifax Guarantees and all rights or remedies of the "landlord" or "lessor" thereunder to the extent Equifax is required to honor any such Equifax Guarantees and to the extent permitted under the terms of the applicable Certegy Payment Services Group Lease.

2. Equifax Group Leases; Subletting; Assignment.

(a) Equifax Group Leases. Certain Equifax Group Companies are

currently the "tenants" or "lessees" under those certain Lease Agreements identified on Exhibit "C" attached hereto and incorporated herein (the "Equifax Group Leases"), and all or a portion of the premises under each of such Equifax Group Leases are currently occupied by one or more Certegy Payment Services Group Companies. The parties desire that portions of the premises under certain Equifax Group Leases be sublet, and that certain of the Equifax Group Leases be assigned, to the Certegy Payment Services Group Company currently occupying all or a portion of the premises thereunder, as set forth in subparagraphs (b) and (c), below.

(b) Subletting. Certegy Payment Services Group Companies currently

occupy all or a portion of the premises under each of the Equifax Group Leases identified as "to be sublet" on Exhibit "C" hereto, which occupied portion of

each such premises is more particularly described on said Exhibit "C". Each of

the Equifax Group Companies that is the "tenant" or "lessee" under each such Equifax Group Lease (each as a "Sublandlord" hereunder) does hereby sublease to the Certegy Payment Services Company identified on said Exhibit "C" as the

"Subtenant" with respect to such Equifax Group Lease, and each such Subtenant does hereby sublease from its respective Sublandlord, for the term and on the terms and conditions

hereinafter provided in Exhibit "D" attached hereto and incorporated herein,

such portion of the premises under such Equifax Group Lease as is more particularly described in said Exhibit "C", and herein referred to, as the

"Sublet Premises". For purposes of Exhibit "D" and this Agreement, and with

respect to each such Equifax Group Lease, the term "Total Premises" means the entire "premises" under such Equifax Group Lease. In the event any such subletting requires the consent of the "landlord" or "lessor" under the applicable Equifax Group Lease, then the respective Sublandlord and Subtenant hereby agree to reasonably cooperate with each other in obtaining any such required consent. All statements, covenants, agreements, representations and warranties, if any, made herein (including, without limitation, in Exhibit "D"

hereto) by each Sublandlord shall be deemed to be made by such party only with respect to itself or to the Equifax Group Lease or Sublet Premises of such party, as the case may be, and shall not be deemed to be made by such party with respect to any other Sublandlord or to any other Equifax Group Lease or Sublet Premises, and each Sublandlord shall have liability and responsibility under this Agreement with respect to such subletting only in respect of the Sublet Premises of that Sublandlord and shall have no liability or responsibility in respect of any other Sublet Premises.

(c) Assignment. Certegy Payment Services Group Companies currently

occupy all or a portion of the premises under each of the Equifax Group Leases identified as "to be assigned" on Exhibit "C" hereto. Each of the Equifax Group

Companies that is the "tenant" or "lessee" under each such Equifax Group Lease (each as an "Assignor" hereunder) does hereby assign all of its right, title, and interest in and to its respective Equifax Group Lease to the Certegy Payment Services Company identified on said Exhibit "C" as the "Assignee" with respect

to such Equifax Group Lease, and each such Assignee does hereby assume all of the obligations, duties, responsibilities, and liabilities of the "tenant" or "lessee" under such Equifax Group Lease with respect to periods of time from and after the date of this Agreement, pursuant to and in accordance with the terms and conditions hereinafter provided in Exhibit "E" attached hereto and

incorporated herein. In the event any such assignment requires the consent of the "landlord" or "lessor" under the applicable Equifax Group Lease, then the respective Assignor and Assignee hereby agree to reasonably cooperate with each other in obtaining any such required consent. All statements, covenants, agreements, representations and warranties, if any, made herein (including, without limitation, in Exhibit "E" hereto) by each Assignor shall be deemed to

be made by such party only with respect to itself or to the Equifax Group Lease of such party, as the case may be, and shall not be deemed to be made by such party with respect to any other Assignor or to any other Equifax Group Lease, and each Assignor shall have liability and responsibility under this Agreement with respect to such assignment only in respect of the Equifax Group Lease of that Assignor and shall have no liability or responsibility in respect of any other Equifax Group Lease.

3. Distribution Agreement.

(a) Compliance. Certegy Payment Services shall comply with, abide by

and perform all of the terms, covenants, conditions, agreements, requirements, restrictions and provisions of Section 2.08 of the Distribution Agreement (as hereinafter defined) as to the Certegy Payment Services Group Leases and the Equifax Guarantees and with respect to each Sublet Premises and the subleasing and assignments set forth in this Agreement. The term

"Distribution Agreement" means that certain Distribution Agreement dated as of the date of this Agreement executed by and between Equifax and Certegy in connection with the Spin Transaction.

(b) Dispute Resolution. Any disputes arising under this Agreement,

and any liability of either party with respect to the attorneys' fees or costs incurred by the other party with respect to such dispute, shall be resolved in accordance with Section 15.10 of the Distribution Agreement in the same manner and with the same effect as if said Section were set forth in full and at length herein and as if Certegy Payment Services and each Sublandlord and Assignee hereunder were the parties thereto other than Equifax, and as if Equifax and each Sublandlord and Assignor hereunder were the parties thereto other than Certegy, and said Section is hereby incorporated herein.

4. Further Assurances. From time to time after the date hereof,

each of Equifax and Certegy Payment Services, and any Sublandlord, Subtenant, Assignor, and Assignee, shall, upon written request, do all such additional and further acts, and shall execute and deliver all such additional and further assignments, subleases, and other instruments and documents, as any other party hereto may reasonably require to effectuate the terms and conditions of this Agreement.

5. General Provisions.

(a) Notices. Whenever any notice, demand or request is required or

permitted to be given by one party hereto to the other party under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below such party's respective execution hereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first business day after deposit with commercial courier, or on the third business day following deposit in the United States Mail, as the case may be.

(b) Headings. The use of headings, captions and numbers in this

Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(c) Exhibits. Each and every exhibit referred to or otherwise

mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(d) Defined Terms. Capitalized terms used in this Agreement shall

have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(e) Pronouns. Wherever appropriate in this Agreement, personal

pronouns shall be deemed to include the other genders and the singular to include the plural.

(f) Severability. If any term, covenant, condition or provision of

this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(g) Non-Waiver. Failure by any party to complain of any action, non-

action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(h) Rights Cumulative. All rights, remedies, powers and privileges

conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or at equity.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Applicable Law. This Agreement shall be governed by, construed

under and interpreted and enforced in accordance with the laws of the State of Georgia.

(k) Entire Agreement; Modification. This Agreement supersedes all

prior discussions and agreements between Equifax and Certegy Payment Services, and any Sublandlord, Subtenant, Assignor, or Assignee, with respect to the Certegy Payment Services Group Leases, the Equifax Group Leases, the Equifax Guarantees, the subletting and assigning hereunder and other matters expressly set forth herein, and this Agreement contains the sole and entire understanding between Equifax and Certegy Payment Services, and the Sublandlords, Subtenants, Assignors, and Assignees, with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Equifax and

Certegy Payment Services; provided, however, that if any such modification or

amendment affects any subletting described in Section 2(b), above, or any
assignment described in Section 2(c), then the Sublandlord and Subtenant or the
Assignor and Assignee, as the case may be, shall also be a party to such
modification or amendment instrument.

(l) Counterparts. This Agreement may be executed in several

counterparts, each of which shall be deemed an original, and all of such
counterparts together shall constitute one and the same instrument.

(m) Authority. Each party hereto warrants and represents that such

party has full and complete authority to enter into this Agreement and each
person executing this Agreement on behalf of a party warrants and represents
that he has been fully authorized to execute this Agreement on behalf of such
party and that such party is bound by the signature of such representative.

(n) No Construction Against Preparer. No provision of this Agreement

shall be construed against or interpreted to the disadvantage of any party by
any court or other governmental or judicial authority by reason of such party's
having or being deemed to have prepared or imposed such provision.

(o) Successors and Assigns. This Agreement shall bind and benefit the

successors and assigns of the parties with the same effect as if mentioned in
each instance where a party hereto is named or referred to.

IN WITNESS WHEREOF, Equifax and Certegy Payment Services have caused their duly authorized representatives to execute, seal and deliver this Agreement Regarding Leases, all as of the day and year first written above.

EQUIFAX:

Equifax Inc., a Georgia corporation

Date executed: June 30, 2001

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President,

General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices:

Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Phillip J. Mazzilli, CFO

with a copy to:

Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Kent E. Mast, General Counsel

CERTEGY PAYMENT SERVICES:

Certegy Payment Services, Inc., a Delaware
corporation

Date executed: June 30, 2001

By: /s/ Bruce S. Richards

Name: Bruce S. Richards

Title: Corporate Vice President,

General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices:

Certegy Payment Services, Inc.
c/o Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Payment Services, Inc.
c/o Certegy Inc.
11720 Amberpark Drive, Suite 600
Alpharetta, Georgia 30004
Attn: Bruce S. Richards, General Counsel

Agreement and Acknowledgment of Sublandlords and Subtenants:

Each of the following parties hereby agree to the terms and provisions of the foregoing Agreement Regarding Leases, and is hereby made a party thereto, solely with respect to the subleasing of the Sublet Premises with respect to which such party is Sublandlord or Subtenant pursuant to Section 2(b) of the foregoing Agreement Regarding Leases.

SUBLANDLORDS:

Equifax Information Services, LLC (f/k/a Equifax Credit Information Services, Inc.)

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President

General Counsel and Secretary

Counsel and Secretary

[CORPORATE SEAL]

Equifax Knowledge Engineering, Inc. (f/k/a Market Knowledge, Inc.)

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President,

General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices for each Sublandlord

[Name of Sublandlord] c/o Equifax Inc. 1550 Peachtree Street Atlanta, Georgia 30309 Attn: Phillip J. Mazzilli, CFO

with a copy to:

[Name of Sublandlord] c/o Equifax Inc. 1550 Peachtree Street Atlanta, Georgia 30309 Attn: Kent E. Mast, General Counsel

SUBTENANTS:

Certegy Inc.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards Title: Corporate Vice President, General Counsel and Secretary

[CORPORATE SEAL]

Certegy Inc.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards Title: Corporate Vice President, General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices for each Subtenant

Certegy Inc. P.O. Box 349 Alpharetta, Georgia 30009 Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Inc. 11720 Amberpark Drive, Suite 600 Alpharetta, Georgia 30004 Attn: Bruce S. Richards, General Counsel

Agreement and Acknowledgment of Assignors and Assignees:

Each of the following parties hereby agree to the terms and provisions of the foregoing Agreement Regarding Leases, and is hereby made a party thereto, solely with respect to the assignment of the Equifax Group Lease with respect to which such party is Assignor or Assignee pursuant to Section 2(c) of the foregoing Agreement Regarding Leases.

Counsel and Secretary

ASSIGNORS:

Equifax Inc.

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President,

General Counsel and Secretary

[CORPORATE SEAL]

Equifax Information Services, LLC (f/k/a
Equifax Credit Information Services, Inc.)

By: /s/ Kent E. Mast

Name: Kent E. Mast

Title: Corporate Vice President,

General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for for Notices for each Assignee:

[Name of Assignor]
c/o Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Phillip J. Mazzilli, CFO

with a copy to:

[Name of Assignor]
c/o Equifax Inc.
1550 Peachtree Street
Atlanta, Georgia 30309
Attn: Kent E. Mast, General Counsel

ASSIGNEES:

Certegy Inc.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards

Title: Corporate Vice President,
General Counsel and Secretary

[CORPORATE SEAL]

Certegy Inc.

By: /s/ Bruce S. Richards

Name: Bruce S. Richards

Title: Corporate Vice President,
General Counsel and Secretary

[CORPORATE SEAL]

Initial Address for Notices for each Assignee:

Certegy Inc.
P.O. Box 349
Alpharetta, Georgia 30009
Attn: Michael T. Volkommer, CFO

with a copy to:

Certegy Inc.
11720 Amberpark Drive, Suite 600
Alpharetta, Georgia 30004
Attn: Bruce S. Richards, General Counsel