
**UNITED STATES
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**

Date of Report (Date of earliest event reported): November 7, 2024

EQUIFAX INC.

(Exact Name of Registrant as Specified in Charter)

Georgia
(State or Other Jurisdiction
of Incorporation)

001-06605
(Commission
File Number)

58-0401110
(IRS Employer
Identification No.)

1550 Peachtree Street, N.W.
Atlanta, Georgia
(Address of Principal Executive Offices)

30309
(Zip Code)

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

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, \$1.25 par value per share	EFX	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 7, 2024, Equifax Inc. (the “Company”) entered into a letter agreement with Mark W. Begor, the Chief Executive Officer of the Company (the “2024 Letter Agreement”), which amends certain terms of the Letter Agreement between the Company and Mr. Begor dated February 4, 2021 (the “2021 Letter Agreement”), and the Employment Agreement between the Company and Mr. Begor dated March 27, 2018 (as amended by the 2021 Letter Agreement, the “Employment Agreement”).

In anticipation of Mr. Begor serving in the role of Chief Executive Officer past December 31, 2025, the 2024 Letter Agreement amends the Employment Agreement by (i) removing the December 31, 2025 end date so Mr. Begor’s employment will continue until terminated in accordance with the Employment Agreement, (ii) amending the retirement definition for future awards and (iii) eliminating severance benefits for a termination without cause or for good reason, except in the case of a change in control.

The 2024 Letter Agreement does not otherwise affect the terms of the Employment Agreement. The foregoing summary of the terms and conditions of the 2024 Letter Agreement is qualified in its entirety by reference to the full text of the 2024 Letter Agreement, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

Item 7.01. Regulation FD Disclosure.

A copy of the Company’s press release announcing that Mr. Begor will continue to serve as Chief Executive Officer of the Company beyond December 31, 2025 is attached hereto as Exhibit 99.1.

The information contained in this Item 7.01, including Exhibit 99.1, shall not be deemed “filed” with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to liabilities of that section, nor incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Letter Agreement, dated November 7, 2024, between the Company and Mark W. Begor.
99.1	Press Release dated November 7, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

EQUIFAX INC.

By: /s/ John J. Kelley III
Name: John J. Kelley III
Title: Executive Vice President, Chief Legal Officer and
Corporate Secretary

Date: November 8, 2024



November 7, 2024

Mark W. Begor
c/o Equifax Inc.
1500 Peachtree Street, N.W.
Atlanta, GA 30309

Dear Mark:

The purpose of this letter (this "**Letter**") is to amend, effective as of November 7, 2024, that certain Employment Agreement between Equifax Inc. (the "**Company**") and you, dated as of March 27, 2018 (the "**Employment Agreement**"), and that certain Letter Agreement between the Company and you, dated as of February 4, 2021 (the "**Letter Agreement**"), as set forth below.

1. Section 1 of the Letter Agreement and Section 10(c) of the Employment Agreement are hereby deleted (except for the terms defined therein).
2. Section 4 of the Letter Agreement is hereby deleted and replaced with the following:
 4. For equity awards granted after November 7, 2024, for purposes of Section 10(b) of the Employment Agreement (and such other Sections of the Employment Agreement in which Retirement is referenced) and the equity grants described in Section 3 of this Letter, the term "**Retirement**" means (i) your termination of employment without Cause or resignation for Good Reason or (ii) on or after December 31, 2027, your Voluntary Resignation; *provided, however*, that you shall not be treated as ending your employment through Retirement if the Company has Cause to terminate your employment at your Termination Date or pursuant to the lookback provisions in the definition of "Cause."

Except as modified by this Letter, the terms and conditions of the Employment Agreement and the Letter Agreement shall remain unmodified and in full force and effect. For the avoidance of doubt, nothing in this Letter is intended to affect any equity awards that were granted to you prior to the effective date of this Letter, and the respective rights and obligations of the parties with respect thereto shall continue in effect. This Letter may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Please acknowledge your understanding of and agreement to the foregoing by signing this Letter in the space provided below and returning a signed copy to me. By signing this Letter, you agree that entry into this Letter shall not constitute "Good Reason" as defined in the Employment Agreement.

[Signature Page Follows]

powering the world with knowledge™

Sincerely,

EQUIFAX INC.

By: /s/ Mark L. Feidler

Mark L. Feidler
Chairman of the Board of Directors

Date: November 7, 2024

ACKNOWLEDGED AND AGREED as of the 7th day of November 2024:

/s/ Mark W. Begor

Mark W. Begor



FOR IMMEDIATE RELEASE

Equifax CEO Mark W. Begor to Continue Company Leadership Beyond 2025

ATLANTA, NOVEMBER 7, 2024 – **Equifax**® (NYSE: EFX) today announced that Mark W. Begor will continue to serve as Chief Executive Officer (CEO) beyond the current expiration of his employment agreement in 2025.

“Over the last 6 years, Mark has provided a clear vision and strong, decisive leadership for Equifax. He has delivered strong financial results in the face of challenging economic conditions, growing revenue by 50% since 2018 despite a decline in the mortgage market of 34% in 2022 and 2023 and driving the Equifax market capitalization from \$14 billion in 2018 to \$33 billion, a CAGR of 14%,” said Mark Feidler, Equifax Chairman of the Board. “Mark and his team have successfully completed an enterprise-wide, more than \$1.5 billion Cloud-based technology transformation that they are now leveraging to drive global innovation and growth. The Board of Directors remains confident that he is uniquely positioned to continue to lead the business and drive value for our shareholders.”

Begor joined Equifax in April 2018, and has successfully driven a complete technology transformation that has changed nearly every facet of the company’s infrastructure. This transformation to the Cloud is the largest investment in Equifax history, and is a critical enabler to accelerating innovation, new products and growth for the benefit of customers, consumers and investors. Begor has also expanded Equifax differentiated data assets by investing over \$4.5 billion in 25 strategic bolt-on acquisitions since 2018, and under his leadership the company has delivered more than 100 new products each year for four consecutive years with a Vitality Index above 10% since 2022.

“I am energized now more than ever about the future of the New Equifax and am excited to lead the company as it realizes the benefits of its industry leading Cloud technology investment. Leveraging the power of the Equifax Cloud alongside its differentiated data assets and patented EFX.AI techniques will enable Equifax to help our customers grow from higher performing scores, models, and products,” said Begor. “I am excited to be leading the next chapter of the new Equifax that we expect will deliver higher growth, margin expansion, and expanding free cash flow generation positioning Equifax to accelerate returning cash to investors and driving shareholder returns.”

FORWARD-LOOKING STATEMENTS

This release contains forward-looking statements and forward-looking information. All statements that address events or developments that we expect or anticipate will occur in the future, including statements about future operating results, and similar statements about our financial outlook and business plans, are forward-looking statements. We believe these forward-looking statements are reasonable as and when made. However, forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from our historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described in our Form 10-K for the year ended December 31, 2023 and subsequent filings with the U.S. Securities and Exchange Commission. As a result of such risks and uncertainties, we urge you not to place undue reliance on any forward-looking statements. Forward-looking statements speak only as of the date when made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

ABOUT EQUIFAX INC.

At Equifax (NYSE: EFX), we believe knowledge drives progress. As a global data, analytics, and technology company, we play an essential role in the global economy by helping financial institutions, companies, employers, and government agencies make critical decisions with greater confidence. Our unique blend of differentiated data, analytics, and cloud technology drives insights to power decisions to move people forward. Headquartered in Atlanta and supported by nearly 15,000 employees worldwide, Equifax operates or has investments in 24 countries in North America, Central and South America, Europe, and the Asia Pacific region. For more information, visit [Equifax.com](https://www.equifax.com).

FOR MORE INFORMATION:

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