

TRANSUNION

FORM 10-Q (Quarterly Report)

Filed 04/24/25 for the Period Ending 03/31/25

Address	555 WEST ADAMS STREET CHICAGO, IL, 60661
Telephone	(312) 985-2000
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

- OR -

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

For the transition period from _____ to _____

Commission File Number:
001-37470

TransUnion

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

61-1678417

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

555 West Adams, Chicago, Illinois

(Address of principal executive offices)

60661

(Zip Code)

312-985-2000

(Registrant’s telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	TRU	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☒ Yes

☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes

☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Large accelerated filer | <input type="checkbox"/> Accelerated filer |
| <input type="checkbox"/> Non-accelerated filer | <input type="checkbox"/> Smaller reporting company |
| | <input type="checkbox"/> 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

- | | |
|------------------------------|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
|------------------------------|--|

As of March 31, 2025, there were 195.1 million shares of TransUnion common stock outstanding.

TRANSUNION
QUARTERLY REPORT ON FORM 10-Q
QUARTER ENDED MARCH 31, 2025
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PART I. FINANCIAL INFORMATION

ITEM 1. UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

TRANSUNION AND SUBSIDIARIES Consolidated Balance Sheets (Unaudited) (in millions, except per share data)

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 609.9	\$ 679.5
Trade accounts receivable, net of allowance of \$24.4 and \$19.9	882.3	798.9
Other current assets	326.2	323.4
Total current assets	1,818.4	1,801.8
Property, plant and equipment, net of accumulated depreciation and amortization of \$527.6 and \$506.3	199.8	203.5
Goodwill	5,162.7	5,144.3
Other intangibles, net of accumulated amortization of \$2,421.7 and \$2,294.5	3,205.6	3,257.5
Other assets	562.6	577.7
Total assets	\$ 10,949.1	\$ 10,984.8
Liabilities and stockholders' equity		
Current liabilities:		
Trade accounts payable	\$ 325.6	\$ 294.6
Current portion of long-term debt	70.6	70.6
Other current liabilities	492.3	694.4
Total current liabilities	888.5	1,059.6
Long-term debt	5,060.2	5,076.6
Deferred taxes	386.4	415.3
Other liabilities	121.5	114.5
Total liabilities	6,456.6	6,666.0
Stockholders' equity:		
Preferred stock, \$0.01 par value; 100.0 million shares authorized; none issued or outstanding as of March 31, 2025 and December 31, 2024, respectively	—	—
Common stock, \$0.01 par value; 1.0 billion shares authorized at March 31, 2025 and December 31, 2024, 201.7 million and 201.5 million shares issued at March 31, 2025 and December 31, 2024, respectively, and 195.1 million and 194.9 million shares outstanding as of March 31, 2025 and December 31, 2024, respectively	2.0	2.0
Additional paid-in capital	2,595.1	2,558.9
Treasury stock at cost; 6.7 million and 6.6 million shares at March 31, 2025 and December 31, 2024, respectively	(340.1)	(334.6)
Retained earnings	2,484.5	2,357.9
Accumulated other comprehensive loss	(355.7)	(367.2)
Total TransUnion stockholders' equity	4,385.8	4,217.0
Noncontrolling interests	106.7	101.8
Total stockholders' equity	4,492.5	4,318.8
Total liabilities and stockholders' equity	\$ 10,949.1	\$ 10,984.8

See accompanying notes to unaudited consolidated financial statements.

TRANSUNION AND SUBSIDIARIES
Consolidated Statements of Operations (Unaudited)
(in millions, except per share data)

	Three Months Ended March 31,	
	2025	2024
Revenue	\$ 1,095.7	\$ 1,021.2
Operating expenses		
Cost of services (exclusive of depreciation and amortization below)	445.6	406.3
Selling, general and administrative	256.8	305.6
Depreciation and amortization	138.9	134.0
Restructuring	—	18.2
Total operating expenses	841.4	864.1
Operating income	254.4	157.2
Non-operating income and (expense)		
Interest expense	(56.1)	(68.7)
Interest income	8.6	5.4
Earnings from equity method investments	4.3	4.7
Other income and (expense), net	(17.4)	(15.7)
Total non-operating income and (expense)	(60.6)	(74.1)
Income before income taxes	193.8	83.0
Provision for income taxes	(41.0)	(13.0)
Net income	152.7	70.0
Less: net income attributable to noncontrolling interests	(4.7)	(4.9)
Net income attributable to TransUnion	\$ 148.1	\$ 65.1
Basic earnings per common share from:		
Net income attributable to TransUnion	\$ 0.76	\$ 0.34
Diluted earnings per common share from:		
Net income attributable to TransUnion	\$ 0.75	\$ 0.33
Weighted-average shares outstanding:		
Basic	195.1	194.1
Diluted	197.3	195.3

As a result of displaying amounts in millions, and for the calculation of earnings per share, rounding differences may exist in the table above. See accompanying notes to unaudited consolidated financial statements.

TRANSUNION AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income (Unaudited)
(in millions)

	Three Months Ended March 31,	
	2025	2024
Net income	\$ 152.7	\$ 70.0
Other comprehensive income (loss):		
Foreign currency translation:		
Foreign currency translation adjustment	39.4	(10.6)
Benefit for income taxes	0.1	0.1
Foreign currency translation, net	39.5	(10.5)
Cash flow hedges:		
Net change on interest rate swap	(37.1)	11.1
Benefit (provision) for income taxes	9.3	(2.8)
Cash flow hedges, net	(27.8)	8.3
Total other comprehensive income (loss), net of tax	11.7	(2.2)
Comprehensive income	164.4	67.8
Less: comprehensive income attributable to noncontrolling interests	(4.9)	(4.6)
Comprehensive income attributable to TransUnion	\$ 159.5	\$ 63.2

See accompanying notes to unaudited consolidated financial statements.

TRANSUNION AND SUBSIDIARIES
Consolidated Statements of Cash Flows (Unaudited)
(in millions)

	Three Months Ended March 31,	
	2025	2024
Cash flows from operating activities:		
Net income	\$ 152.7	\$ 70.0
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	138.9	134.0
Loss on repayment of loans	—	0.7
Deferred taxes	(22.5)	(27.1)
Stock-based compensation	30.3	24.1
Other	15.2	(1.2)
Changes in assets and liabilities:		
Trade accounts receivable	(88.9)	(60.7)
Other current and long-term assets	3.8	43.7
Trade accounts payable	29.7	28.7
Other current and long-term liabilities	(206.7)	(158.2)
Cash provided by operating activities	52.5	54.0
Cash flows from investing activities:		
Capital expenditures	(68.4)	(62.4)
Proceeds from sale/maturities of other investments	0.2	—
Investments in nonconsolidated affiliates and notes receivable	(20.0)	(1.2)
Other	1.6	1.2
Cash used in investing activities	(86.6)	(62.4)
Cash flows from financing activities:		
Proceeds from term loans	—	264.1
Repayments of term loans	—	(257.1)
Repayments of debt	(17.7)	(14.6)
Debt financing fees	—	(4.7)
Dividends to shareholders	(22.6)	(20.8)
Proceeds from issuance of common stock	10.6	12.4
Employee taxes paid on restricted stock units recorded as treasury stock	(5.5)	(10.6)
Repurchase of common stock	(5.4)	—
Cash used in financing activities	(40.6)	(31.3)
Effect of exchange rate changes on cash and cash equivalents	5.1	(2.9)
Net change in cash and cash equivalents	(69.6)	(42.6)
Cash and cash equivalents, beginning of period	679.5	476.2
Cash and cash equivalents, end of period	\$ 609.9	\$ 433.6

See accompanying notes to unaudited consolidated financial statements.

TRANSUNION AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity (Unaudited)
(in millions)

	Common Stock		Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Shares	Amount						
Balance, December 31, 2023	193.8	\$ 2.0	\$ 2,412.9	\$ (302.9)	\$ 2,157.1	\$ (260.9)	\$ 97.3	\$ 4,105.5
Net income	—	—	—	—	65.1	—	4.9	70.0
Other comprehensive loss	—	—	—	—	—	(1.9)	(0.3)	(2.2)
Stock-based compensation	—	—	22.9	—	—	—	—	22.9
Employee share purchase plan	0.2	—	14.7	—	—	—	—	14.7
Vesting of restricted stock units and performance stock units	0.4	—	—	—	—	—	—	—
Treasury stock purchased	(0.1)	—	—	(10.6)	—	—	—	(10.6)
Dividends to shareholders (\$0.105 per share)	—	—	—	—	(23.1)	—	—	(23.1)
Balance, March 31, 2024	194.3	\$ 2.0	\$ 2,450.5	\$ (313.5)	\$ 2,199.1	\$ (262.8)	\$ 101.9	\$ 4,177.2

	Common Stock		Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Shares	Amount						
Balance, December 31, 2024	194.9	\$ 2.0	\$ 2,558.9	\$ (334.6)	\$ 2,357.9	\$ (367.2)	\$ 101.8	\$ 4,318.8
Net income	—	—	—	—	148.1	—	4.7	152.7
Other comprehensive income	—	—	—	—	—	11.5	0.2	11.7
Stock-based compensation	—	—	29.2	—	—	—	—	29.2
Employee share purchase plan	0.1	—	12.4	—	—	—	—	12.4
Vesting of restricted stock units and performance stock units	0.2	—	—	—	—	—	—	—
Treasury stock purchased	(0.1)	—	—	(5.5)	—	—	—	(5.5)
Repurchase of common stock (including excise tax)	(0.1)	—	(5.4)	—	—	—	—	(5.4)
Dividends to shareholders (\$0.115 per share)	—	—	—	—	(21.5)	—	—	(21.5)
Balance, March 31, 2025	195.1	\$ 2.0	\$ 2,595.1	\$ (340.1)	\$ 2,484.5	\$ (355.7)	\$ 106.7	\$ 4,492.5

See accompanying notes to unaudited consolidated financial statements.

TRANSUNION AND SUBSIDIARIES
Notes to Unaudited Consolidated Financial Statements
(Tabular amounts in millions, except per share amounts)

1. Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of TransUnion and subsidiaries have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial statements and, in our opinion, include all adjustments of a normal recurring nature necessary for a fair statement of the interim periods presented. As a result of displaying amounts in millions, rounding differences may exist in the financial statements and footnote tables. The interim results presented are not necessarily indicative of the results that may be expected for the full year ending December 31, 2025. The Company’s Consolidated Balance Sheet data for the year ended December 31, 2024 was derived from audited financial statements. Therefore, these unaudited consolidated financial statements should be read in conjunction with our audited financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission (“SEC”) on February 13, 2025.

Unless the context indicates otherwise, any reference in this report to the “Company,” “we,” “our,” “us,” and “its” refers to TransUnion and its consolidated subsidiaries, collectively.

For the periods presented, TransUnion does not have any material assets, liabilities, revenues, expenses or operations of any kind other than its ownership investment in TransUnion Intermediate Holdings, Inc.

Principles of Consolidation

The consolidated financial statements of TransUnion include the accounts of TransUnion and all of its controlled subsidiaries. All intercompany transactions and balances have been eliminated.

Investments in Affiliated Companies

Investments in nonmarketable unconsolidated entities in which the Company is able to exercise significant influence are accounted for using the equity method. Investments in nonmarketable unconsolidated entities in which the Company is not able to exercise significant influence, our “Cost Method Investments,” are accounted for at our initial cost, minus any impairment, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer.

Variable Interest Entities

At inception, we determine whether an entity in which we have made an investment or with which we have other variable interest arrangements is considered a variable interest entity (“VIE”). We are required to consolidate any VIE if we are the primary beneficiary of the VIE. We are the primary beneficiary of a VIE if we have the power to direct activities that most significantly affect the economic performance of the VIE and have the obligation to absorb a portion of the losses or benefits that are significant to the VIE. If we are not the primary beneficiary of the VIE, we account for the investment or other variable interests in the VIE in accordance with other applicable GAAP. When events or circumstances change our variable interests or relationships with any of these entities, we reassess our determination of whether they are a VIE and, if so, whether we are the primary beneficiary. As of March 31, 2025 and December 31, 2024, we have a variable interest in one unconsolidated VIE with a current exposure of loss of approximately \$54.8 million and \$35.3 million, respectively, consisting of the current carrying value of our investment in and various accounts and notes receivable from this entity.

Use of Estimates

The preparation of consolidated financial statements and related disclosures in accordance with GAAP requires management to make estimates and judgments that affect the amounts reported. We believe that the estimates used in preparation of the accompanying consolidated financial statements are reasonable, based upon information available to management at this time. These estimates and judgments affect the reported amounts of assets, liabilities and disclosure of contingent assets and liabilities at the balance sheet date, as well as the amounts of revenue and expense during the reporting period. Estimates are inherently uncertain and actual results could differ materially from the estimated amounts.

Share Repurchase Plan

On February 11, 2025, our Board of Directors (our “Board”) authorized the repurchase of up to \$500.0 million of our common stock (the “2025 Repurchase Plan”). Repurchases may be made from time to time at management’s discretion, at prices management considers to be attractive, through open market purchases, privately negotiated transactions or otherwise, including pursuant to a Rule 10b5-1 plan, hybrid open market repurchases or an accelerated share repurchase transaction, subject to availability. Open market purchases are conducted in accordance with the limitations set forth in Rule 10b-18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and other applicable legal requirements. We have no obligation to repurchase additional shares, and the timing, actual number and value of the shares that are repurchased, if any, are at the discretion of management. The 2025 Repurchase Plan does not have an expiration date.

Repurchased shares are retired, resulting in a reduction to common stock at par with the remainder to additional paid-in capital. Once repurchased, the shares are returned to the status of authorized but unissued shares of the Company and reduce the weighted average number of shares of common stock outstanding for purposes of calculating basic and diluted earnings per share. During the three months ended March 31, 2025, the Company repurchased approximately 63,000 shares of common stock for a total of \$5.4 million, including commissions and excise taxes, under the 2025 Repurchase Plan. The average price paid per share was \$84.86. As of March 31, 2025, \$494.7 million remains available for repurchases under the 2025 Repurchase Plan.

Trade Accounts Receivable

We base our allowance for doubtful accounts estimate on our historical loss experience, our current expectations of future losses, current economic conditions, an analysis of the aging of outstanding receivables and customer payment patterns, and specific reserves for customers in adverse financial condition or for existing contractual disputes.

The following is a roll-forward of the allowance for doubtful accounts for the periods presented:

	Three Months Ended March 31,	
	2025	2024
Beginning balance	\$ 19.9	\$ 16.4
Provision for losses on trade accounts receivable	7.5	4.7
Write-offs, net of recovered accounts	(3.0)	(3.5)
Ending balance	<u>\$ 24.4</u>	<u>\$ 17.6</u>

Recent Accounting Pronouncements Not Yet Adopted

On December 14, 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740), Improvements to Income Tax Disclosures*. This ASU requires income tax disclosures to include consistent categories and greater disaggregation of information in the rate reconciliations and the disaggregation of income taxes paid by federal, state and foreign, and also for individual jurisdictions that are greater than 5% of total income taxes paid. The update is effective for annual periods for fiscal years beginning after December 15, 2024 on a prospective basis. Early adoption is permitted. We are currently assessing the impact that adopting this ASU would have on our consolidated financial statements.

On November 4, 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-04), Disaggregation of Income Statement Expenses*. This ASU requires disclosure within the notes to financial statements of specific information about certain costs and expenses including more detailed disclosures of certain categories of expenses such as employee compensation, depreciation and intangible asset amortization that are components of existing expense captions presented on the face of the income statement. The update is effective for annual periods for fiscal years beginning after December 15, 2026 and interim periods beginning after December 15, 2027 on a prospective or retrospective basis. Early adoption is permitted. We are currently assessing the impact that adopting this ASU would have on our consolidated financial statements.

2. Other Current Assets

Other current assets consisted of the following:

	March 31, 2025	December 31, 2024
Prepaid expenses	\$ 143.8	\$ 126.0
Note receivable (Note 13)	91.3	89.7
Marketable securities (Note 13)	2.6	2.5
Other	88.5	105.1
Total other current assets	<u>\$ 326.2</u>	<u>\$ 323.4</u>

3. Goodwill

There have been no triggering events during the three months ended March 31, 2025 that have required us to re-evaluate whether any of our reporting units were impaired.

Goodwill allocated to our reportable segments and changes in the carrying amount of goodwill during the three months ended March 31, 2025, consisted of the following:

	U.S. Markets	International	Total
Balance, December 31, 2024	\$ 4,257.6	\$ 886.7	\$ 5,144.3
Foreign exchange rate adjustment	0.3	18.1	18.4
Balance, March 31, 2025	<u>\$ 4,257.8</u>	<u>\$ 904.8</u>	<u>\$ 5,162.7</u>

The gross and net goodwill balances at each period were as follows:

	March 31, 2025			December 31, 2024		
	Gross Goodwill	Accumulated Impairment	Net Goodwill	Gross Goodwill	Accumulated Impairment	Net Goodwill
U.S. Markets	\$ 4,257.8	\$ —	\$ 4,257.8	\$ 4,257.6	\$ —	\$ 4,257.6
International	1,318.8	(414.0)	904.8	1,300.7	(414.0)	886.7
Total	<u>\$ 5,576.7</u>	<u>\$ (414.0)</u>	<u>\$ 5,162.7</u>	<u>\$ 5,558.3</u>	<u>\$ (414.0)</u>	<u>\$ 5,144.3</u>

4. Intangible Assets

Intangible assets consisted of the following:

	March 31, 2025			December 31, 2024		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Customer relationships	\$ 2,060.7	\$ (593.3)	\$ 1,467.3	\$ 2,055.0	\$ (561.7)	\$ 1,493.3
Internal use software	1,640.2	(714.1)	926.1	1,589.1	(653.0)	936.2
Database and credit files	1,358.5	(927.3)	431.2	1,339.8	(896.6)	443.2
Trademarks, copyrights and patents	566.7	(186.7)	380.0	566.7	(183.0)	383.7
Noncompete and other agreements	1.3	(0.3)	1.0	1.3	(0.2)	1.1
Total intangible assets	<u>\$ 5,627.3</u>	<u>\$ (2,421.7)</u>	<u>\$ 3,205.6</u>	<u>\$ 5,551.9</u>	<u>\$ (2,294.5)</u>	<u>\$ 3,257.5</u>

Changes in the carrying amount of intangible assets between periods consisted of the following:

	Gross	Accumulated Amortization	Net
Balance, December 31, 2024	\$ 5,551.9	\$ (2,294.5)	\$ 3,257.5
Developed internal use software	47.6	—	47.6
Amortization	—	(115.2)	(115.2)
Disposals and retirements	(0.9)	0.5	(0.4)
Foreign exchange rate adjustment	28.7	(12.5)	16.2
Balance, March 31, 2025	<u>\$ 5,627.3</u>	<u>\$ (2,421.7)</u>	<u>\$ 3,205.6</u>

5. Other Assets

Other assets consisted of the following:

	March 31, 2025	December 31, 2024
Investments in affiliated companies (Note 6)	\$ 275.9	\$ 279.9
Right-of-use lease assets	58.7	55.8
Interest rate swaps (Notes 10 and 13)	75.8	110.0
Convertible note receivable (Note 13)	20.6	—
Other	131.5	132.0
Total other assets	<u>\$ 562.6</u>	<u>\$ 577.7</u>

6. Investments in Affiliated Companies

Investments in affiliated companies, which are included in other assets in the Consolidated Balance Sheets, consisted of the following:

	March 31, 2025	December 31, 2024
Cost Method Investments	\$ 218.8	\$ 228.4
Equity method investments	53.2	47.8
Limited partnership investment	3.8	3.7
Total investments in affiliated companies (Note 5)	<u>\$ 275.9</u>	<u>\$ 279.9</u>

Gains and losses on our Cost Method Investments, which are included in other income and (expense), net in the Consolidated Statement of Operations, for the periods presented in the table below are as follows:

	Three Months Ended March 31,	
	2025	2024
Current period gains	\$ —	\$ 4.7
Current period losses	(10.4)	—

Cumulative unrealized gains and losses on our Cost Method Investments that we owned as of March 31, 2025 and December 31, 2024, as shown in our Cost Method Investment balances in the table above, were as follows:

	March 31, 2025	December 31, 2024
Cumulative unrealized gains	\$ 50.8	\$ 50.8
Cumulative unrealized losses	(41.3)	(30.9)

There were no dividends from equity method investments during the three months ended March 31, 2025 and 2024. Earnings from equity method investments, which are included in other non-operating income and expense in the Consolidated Statement of Operations, consisted of the following:

	Three Months Ended March 31,	
	2025	2024
Earnings from equity method investments (Note 14)	\$ 4.3	\$ 4.7

7. Other Current Liabilities

Other current liabilities consisted of the following:

	March 31, 2025	December 31, 2024
Accrued payroll and employee benefits	\$ 101.9	\$ 269.8
Accrued legal and regulatory matters (Note 15)	70.6	123.5
Deferred revenue (Note 11)	126.3	133.8
Accrued restructuring (Note 8)	11.3	13.8
Operating lease liabilities	22.9	22.0
Income taxes payable	52.9	37.3
Other	106.5	94.2
Total other current liabilities	\$ 492.3	\$ 694.4

The decrease in accrued payroll and employee benefits is primarily due to bonuses paid during the first quarter of 2025 that were earned in 2024. The decrease in accrued legal and regulatory matters is primarily due to the dismissal of a lawsuit as further discussed in Note 15, "Contingencies." Other includes a \$3.0 million interest rate swap liability as discussed in Note 13, "Fair Value."

8. Restructuring

On November 12, 2023, our Board approved a transformation plan to optimize our operating model and continue to advance our technology. The transformation plan includes an operating model optimization program that will eliminate certain roles, transition certain job responsibilities to global capability centers, and reduce our facility footprint. The Company expects to record pre-tax expenses associated with the operating model optimization program of approximately \$155.0 million from the fourth quarter of 2023 through the end of 2025, consisting of approximately \$110.0 million of employee separation expenses and \$45.0 million of facility exit expenses. To date, we have incurred a total of \$142.1 million in pre-tax expenses.

There were no restructuring expenses recorded in the three months ended March 31, 2025. The following table summarizes the expenses recorded in the three months ended March 31, 2024.

	Three Months Ended March 31, 2024
Employee separation	\$ 16.8
Facility exit	1.4
Total restructuring expenses	<u>\$ 18.2</u>

The following table summarizes the changes in accrued restructuring during the three months ended March 31, 2025, which are included in other current liabilities on the Consolidated Balance Sheets.

	Employee Separation Costs
Balance, December 31, 2024	\$ 13.8
Restructuring expense	—
Cash payments	(2.5)
Balance, March 31, 2025 (Note 7)	<u>\$ 11.3</u>

All restructuring expenses have been recorded in the Corporate unit, as these initiatives are predominantly centrally directed and controlled and are not included in internal measures of segment operating performance.

9. Other Liabilities

Other liabilities consisted of the following:

	March 31, 2025	December 31, 2024
Operating lease liabilities	\$ 42.9	\$ 41.5
Unrecognized tax benefits, net of indirect tax effects	41.2	40.4
Deferred revenue (Note 11)	17.4	13.7
Other	20.1	18.9
Total other liabilities	<u>\$ 121.5</u>	<u>\$ 114.5</u>

10. Debt

Debt outstanding consisted of the following:

	March 31, 2025	December 31, 2024
Senior Secured Term Loan B-5, due in full at maturity (November 15, 2026), with periodic variable interest at Term SOFR plus a credit spread adjustment, or alternate base rate, plus applicable margin (6.17% at March 31, 2025 and 6.21% at December 31, 2024), net of original issue discount and deferred financing fees of less than \$0.1 million and \$0.1 million, respectively, at March 31, 2025, and of less than \$0.1 million and \$0.2 million, respectively, at December 31, 2024	\$ 104.3	\$ 104.3
Senior Secured Term Loan A-4, payable in quarterly installments through June 24, 2029, with periodic variable interest at Term SOFR, or alternate base rate, plus applicable margin (5.57% at March 31, 2025 and 5.86% at December 31, 2024), net of original issue discount and deferred financing fees of \$0.3 million and \$3.2 million, respectively, at March 31, 2025, and of \$0.4 million and \$3.3 million, respectively, at December 31, 2024	1,264.0	1,271.9
Senior Secured Term Loan B-8, payable in quarterly installments through June 24, 2031, with periodic variable interest at Term SOFR, or alternate base rate, plus applicable margin (6.07% at March 31, 2025 and 6.11% at December 31, 2024), net of original issue discount and deferred financing fees of \$4.0 million and \$5.9 million, respectively, at March 31, 2025, and of \$4.2 million and \$6.1 million, respectively, at December 31, 2024	1,901.7	1,906.2
Senior Secured Term Loan B-9, payable in quarterly installments through June 24, 2031, with periodic variable interest at Term SOFR, or alternate base rate, plus applicable margin (6.07% at March 31, 2025 and 6.11% at December 31, 2024), net of original issue discount and deferred financing fees of \$7.6 million and \$12.4 million, respectively, at March 31, 2025, and of \$7.9 million and \$12.9 million, respectively, at December 31, 2024	1,860.8	1,864.8
Senior Secured Revolving Credit Facility	—	—
Total debt	5,130.8	5,147.2
Less short-term debt and current portion of long-term debt	(70.6)	(70.6)
Total long-term debt	\$ 5,060.2	\$ 5,076.6

Senior Secured Credit Facility

On June 15, 2010, we entered into a Senior Secured Credit Facility with various lenders. This facility has been amended several times and currently consists of the Senior Secured Term Loan B-8, Senior Secured Term Loan B-9, Senior Secured Term Loan B-5, Senior Secured Term Loan A-4 (collectively, the “Senior Secured Term Loans”), and the Senior Secured Revolving Credit Facility.

On February 8, 2024, we executed Amendment No. 22 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-7 with an aggregate principal amount of \$1.9 billion, the proceeds of which were used to repay Senior Secured Term Loan B-6 in full and pay the related financing fees and expenses. In connection with the refinancing, we incurred incremental deferred financing fees of \$4.7 million that will be amortized over the new loan term. Senior Secured Term Loan B-7 is a syndicated debt instrument. As a result of the refinancing, we repaid \$257.1 million of principal to exiting lenders and to lenders where the refinancing resulted in a reduction in principal and received \$264.1 million of proceeds from new lenders and additional principal from existing lenders.

On June 24, 2024, we executed Amendment No. 23 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-8 with an aggregate principal amount of \$1.5 billion, the proceeds of which were used to repay a portion of Senior Secured Term Loan B-5. The maturity date of the Senior Secured Credit Facility and Senior Secured Term Loan A-4 were also extended from October 27, 2028 to June 24, 2029, subject to a springing maturity of 91 days prior to the maturity date of certain long-term indebtedness, if, on such date, the principal amount of such indebtedness exceeds \$250 million, and the credit spread adjustment was removed from the periodic interest rate for both instruments.

On December 12, 2024, we executed Amendment No. 24 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-9 with an aggregate principal amount of \$1.9 billion, the proceeds of which were used to repay in full Senior Secured Term Loan B-7. In addition, we increased the principal on Senior Secured Term Loan B-8 by \$425.0 million and used the increase in proceeds to repay a portion of Senior Secured Term Loan B-5.

In connection with these refinancings, during the three months ended March 31, 2024, we expensed \$3.1 million of the unamortized original issue discount, deferred financing fees, and other related fees to other income and expense in the Consolidated Statements of Operations.

We did not make any debt prepayments during the three months ended March 31, 2025 and 2024.

As of March 31, 2025, we had no outstanding balance under the Senior Secured Revolving Credit Facility and \$1.2 million of outstanding letters of credit, and could have borrowed up to the remaining \$598.8 million available.

TransUnion also has the ability to request incremental loans on the same terms under the Senior Secured Credit Facility up to the sum of the greater of \$1,000.0 million and 100% of Consolidated EBITDA, minus the amount of secured indebtedness and the amount incurred prior to the incremental loan, and may incur additional incremental loans so long as the senior secured net leverage ratio does not exceed 4.25-to-1, subject to certain additional conditions and commitments by existing or new lenders to fund any additional borrowings.

With certain exceptions, the Senior Secured Credit Facility obligations are secured by a first-priority security interest in substantially all of the assets of Trans Union LLC, including its investment in subsidiaries. The Senior Secured Credit Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, make certain investments, and may be required to make certain restricted payments. The senior secured net leverage ratio must not exceed 5.5-to-1 at any such measurement date. Under the terms of the Senior Secured Credit Facility, TransUnion may make dividend payments up to the greater of \$100 million or 10.0% of Consolidated EBITDA per year, or an unlimited amount provided that no default or event of default exists and so long as the total net leverage ratio does not exceed 4.75-to-1. As of March 31, 2025, we were in compliance with all debt covenants.

Interest Rate Hedging

In 2024, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loan or similar replacement debt. The swaps commenced on December 31, 2024, and expire on December 31, 2027, with a current aggregate notional amount of \$1,095.7 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 3.0650% and 3.9925% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

On December 23, 2021, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loan or similar replacement debt. The swaps commenced on December 31, 2021, and expire on December 31, 2026, with a current aggregate notional amount of \$1,548.0 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 1.3800% and 1.3915% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

On March 10, 2020, we entered into two interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loans or similar replacement debt. The first swap commenced on June 30, 2020, and expired on June 30, 2022. The second swap commenced on June 30, 2022, and expires on June 30, 2025, with a current aggregate notional amount of \$1,055.0 million that amortizes each quarter. The second swap requires us to pay fixed rates varying between 0.8680% and 0.8800% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

The net change in the fair value of our hedging instruments, included in our assessment of hedge effectiveness, is recorded in other comprehensive income, and reclassified to interest expense when the corresponding hedged interest affects earnings. See further discussion in Note 16, "Accumulated Other Comprehensive Loss."

We expect to realize gains of approximately \$64.3 million as a reduction of interest expense from our interest rate hedges over the next twelve months.

Fair Value of Debt

The fair value of our variable-rate term loans, excluding original issue discounts and deferred fees, is \$5,137.1 million and \$5,165.6 million as of March 31, 2025 and December 31, 2024, respectively. The fair values of our variable-rate term loans are determined using Level 2 inputs, based on quoted market prices for the publicly traded instruments.

11. Revenue

Accounts receivable are shown separately on our balance sheet. Contract assets and liabilities result due to the timing of revenue recognition, billings and cash collections. Contract assets include our right to payment for goods and services already transferred to a customer when the right to payment is conditional on something other than the passage of time, for example, contracts pursuant to which we recognize revenue over time but do not have a contractual right to payment until we complete the contract. Contract assets are included in our other current assets and are not material as of March 31, 2025 and December 31, 2024.

As most of our contracts with customers have a duration of one year or less, our contract liabilities consist of deferred revenue that is primarily short-term in nature. Contract liabilities include current and long-term deferred revenue that is included in other current liabilities and other liabilities. We expect to recognize the December 31, 2024 current deferred revenue balance as revenue during 2025. The majority of our long-term deferred revenue, which is not material, is expected to be recognized in less than two years.

We have certain contracts that have a duration of more than one year. For these contracts, the transaction price allocable to the future performance obligations is primarily fixed but contains a variable component. As of March 31, 2025, the aggregate amount of transaction price attributable to future performance obligations for long-term non-cancelable contracts, excluding the variable component, is approximately \$810 million. We expect to recognize approximately 50% of this amount in the twelve months ending March 31, 2026, 30% in the twelve months ending March 31, 2027 and 20% thereafter.

For additional disclosures about the disaggregation of our revenue see Note 14, "Reportable Segments."

12. Income Taxes

For the three months ended March 31, 2025, we reported an effective tax rate of 21.2%, which was higher than the 21.0% U.S. federal corporate statutory rate, primarily due to the impact of nondeductible expenses primarily in connection with executive compensation limitations, the foreign rate differential, and state taxes, partially offset by the impact of the benefit to legal and regulatory expenses from the reduction of an accrued liability to zero for the dismissal of a lawsuit previously treated as nondeductible.

For the three months ended March 31, 2024, we reported an effective tax rate of 15.7%, which was lower than the 21.0% U.S. federal corporate statutory rate, primarily due to the impact of benefits on the remeasurement of deferred taxes due to changes in state apportionment rates, benefits from the foreign rate differential, and the research and development credit, partially offset by the impact of increases for foreign withholding taxes, nondeductible expenses primarily in connection with executive compensation limitations and uncertain tax positions.

The gross amount of unrecognized tax benefits, which excludes indirect tax effects, was \$45.5 million as of March 31, 2025, and \$44.4 million as of December 31, 2024. The amounts that would affect the effective tax rate if recognized were \$35.3 million as of March 31, 2025 and \$34.4 million as of December 31, 2024. We classify interest and penalties as income tax expense in the Consolidated Statements of Operations and their associated liabilities as other liabilities in the Consolidated Balance Sheets. Interest and penalties on unrecognized tax benefits were \$18.8 million as of March 31, 2025 and \$17.7 million as of December 31, 2024. We are regularly audited by federal, state and foreign taxing authorities. Given the uncertainties inherent in the audit process, it is reasonably possible that certain audits could result in a significant increase or decrease in the total amounts of unrecognized tax benefits. An estimate of the range of the increase or decrease in unrecognized tax benefits due to audit results cannot be made at this time. Tax years 2007 and forward remain open for examination in some foreign jurisdictions, 2012 and forward for U.S. federal income tax purposes and 2015 and forward in some state jurisdictions.

13. Fair Value

The following table summarizes financial instruments measured at fair value, on a recurring basis, as of March 31, 2025:

	Total	Level 1 - Prices in Active Markets for Identical Assets	Level 2 -Significant Other Observable Input	Level 3 -Significant Unobservable Inputs
Assets				
Interest rate swaps (Notes 5 and 10)	\$ 75.8	\$ —	\$ 75.8	\$ —
Notes receivable (Note 2 and 5)	111.9	—	91.3	20.6
Marketable securities (Note 2)	2.6	—	2.6	—
Total	\$ 190.3	\$ —	\$ 169.7	\$ 20.6
Liabilities				
Interest rate swaps (Note 7 and Note 10)	\$ 3.0	\$ —	\$ 3.0	\$ —
Total	\$ 3.0	\$ —	\$ 3.0	\$ —

The following table summarizes financial instruments measured at fair value, on a recurring basis, as of December 31, 2024:

	Total	Level 1 - Prices in Active Markets for Identical Assets	Level 2 -Significant Other Observable Input	Level 3 -Significant Unobservable Inputs
Assets				
Interest rate swaps (Notes 5 and 10)	\$ 110.0	\$ —	\$ 110.0	\$ —
Note receivable (Note 2 and 5)	89.7	—	89.7	—
Marketable securities (Note 2)	2.5	—	2.5	—
Total	\$ 202.2	\$ —	\$ 202.2	\$ —

Level 2 instruments include interest rate swaps, a note receivable and available-for-sale marketable securities consisting of foreign exchange-traded corporate bonds.

We determine the fair value of the interest rate swaps each reporting period using the market standard methodology of discounting the future expected net cash receipts or payments that would occur if variable interest rates rise above or fall below the fixed rates of the swaps, with changes in fair value recognized in other comprehensive income. The variable interest rates used in the calculations of projected receipts on the swaps are based on an expectation of future interest rates derived from observable market interest rate curves and volatilities. As discussed in Note 10, “Debt,” there are three tranches of interest rate swaps. Each individual swap contract is valued independently and recorded on a gross basis in other assets and other current liabilities.

We determine the fair value of the note receivable each reporting period using an income approach for fixed income securities where contractual cash flows are discounted to present value at a risk-adjusted rate of return in a lattice model framework using changes to the risk-adjusted rate of return given observed changes to the interest rate environment, market pricing of credit risk, and issuer-specific credit risk, with changes in fair value recognized in earnings each period. In December 2022, we sold the non-core businesses of our Verisk Financial acquisition, with a portion of the consideration received in the form of a \$72.0 million note receivable. The note receivable accrues interest semiannually at a per annum rate of 10.6% and is payable at maturity. The note matures on June 30, 2025, subject to an option of the note issuer to extend the maturity date for two successive terms of three months each, at an increased rate of interest at each extension. The note is classified as current as of March 31, 2025 because repayment is required no later than December 31, 2025 when considering the two optional extensions. The note was initially recorded at fair value of \$70.3 million.

We determine the fair value of the marketable securities, which are available-for-sale foreign exchange-traded corporate bonds, at their current quoted prices and they mature between 2027 and 2033. Unrealized gains and losses on the foreign exchange-traded corporate bonds, which are not material, are included in other comprehensive income.

Level 3 instruments consists of a convertible note receivable we obtained in the first quarter of 2025 from the variable interest entity we discuss in Note 1, “Significant Accounting Policies,” under the sub-heading “Variable Interest Entities.”

The convertible note receivable is measured at fair value each period using an option pricing model with inputs based on the contractual terms of the convertible note. The significant unobservable inputs into the model include our estimates of the timing and probabilities of repayment or various conversion scenarios that result in a payoff in the form of preferred equity of the note issuer, and the value of the underlying preferred equity, which in part is based on forecasted revenue of the note issuer. We have elected to initially and subsequently measure this hybrid financial instrument at fair value, with changes in fair value recognized in interest income for the interest accretion component, and other income and (expense), net for other changes to fair value. The convertible note has a face amount of \$20.0 million, with simple interest at 13% per annum, and matures 36 months after the purchase date. The note may be converted into various equity shares based on certain events, or may be repaid in cash. The note was initially recorded at a fair value of \$20.0 million, which was equivalent to the cash transferred to obtain the convertible note.

14. Reportable Segments

We have two operating segments, U.S. Markets and International, and the Corporate unit, which provides support services to each of the segments. The Company's chief operating decision maker ("CODM") is the chief executive officer. The Company's operating segments, which are consistent with its reportable segments, reflect the structure of the Company's internal organization, the method by which the Company's resources are allocated and the manner by which the CODM assesses the Company's performance. Our CODM uses the profit measure of Adjusted EBITDA for our segments to allocate resources and assess performance of our businesses. We use Adjusted EBITDA as our profit measure because it eliminates the impact of certain items that we do not consider indicative of operating performance, which is useful to compare operating results between periods. The CODM uses Adjusted EBITDA for each segment predominantly in the annual budget and forecasting process. The CODM considers budget-to-actual variances on a quarterly basis when making decisions about the allocation of operating and capital resources to each segment.

Our Board and executive management team also use Adjusted EBITDA as a compensation measure for both segment and corporate management under our incentive compensation plans. Adjusted EBITDA is also a measure frequently used by securities analysts, investors, and other interested parties in their evaluation of the operating performance of companies similar to ours.

The segment financial information below aligns with how we report information to our CODM to assess operating performance and how we manage the business. The accounting policies of the segments are the same as described in Note 1, "Significant Accounting Policies" of our Annual Report on Form 10-K for the year ended December 31, 2024.

The following is a more detailed description of our reportable segments and the Corporate unit:

U.S. Markets

The U.S. Markets segment provides consumer reports, actionable insights and analytics to businesses and consumers. Businesses use our services to acquire customers, assess consumers' ability to pay for services, identify cross-selling opportunities, measure and manage debt portfolio risk, collect debt, verify consumer identities, mitigate fraud risk and respond to data breach events. Consumers use our services to manage their personal finances and take precautions against identity theft. We report disaggregated revenue of our U.S. Markets segment for Financial Services, Emerging Verticals and Consumer Interactive.

- ***Financial Services:*** The Financial Services vertical consists of our Consumer Lending, Mortgage, Auto and Card and Banking lines of business. Our Financial Services clients consist of most banks, credit unions, finance companies, auto lenders, mortgage lenders, FinTechs, and other consumer lenders in the United States. We also distribute our solutions through most major resellers, secondary market players and sales agents. Beyond traditional lenders, we work with a variety of credit arrangers, such as auto dealers and peer-to-peer lenders. We provide solutions across every aspect of the lending lifecycle; customer acquisition and engagement, fraud and ID management, retention and recovery. Our products are focused on mitigating risk and include credit reporting, credit marketing, analytics and consulting, identity verification and authentication and debt recovery solutions.
- ***Emerging Verticals:*** Emerging Verticals include Insurance, Technology, Retail and E-Commerce, Telecommunications, Media, Tenant & Employment Screening, Collections, and Public Sector. Our solutions in these verticals are also data-driven and address the entire customer lifecycle. We offer onboarding and transaction processing products, scoring and analytic products, marketing solutions, fraud and identity management solutions and customer retention solutions, as well as select market-specific solutions in Insurance and Telecommunications.
- ***Consumer Interactive:*** Consumer Interactive provides solutions that help consumers manage their personal finances and take precautions against identity theft. Services include paid and free credit reports, scores and freezes, credit monitoring, identity protection and resolution, and financial management for consumers. This vertical also provides solutions that help businesses respond to data breach events. Our products are provided through user-friendly online and mobile interfaces and are supported by educational content and customer support. Our Consumer Interactive vertical serves consumers through both direct and indirect channels.

International

The International segment provides services similar to our U.S. Markets segment to businesses in select regions outside the United States. Depending on the maturity of the credit economy in each country, services may include credit reports, analytics and solutions services, and other value-added risk management services. In addition, we have insurance, business, and automotive databases in select geographies. These services are offered to customers in a number of industries including financial services, insurance, automotive, collections, and communications and are delivered through both direct and indirect channels. The International segment also provides consumer services similar to those offered by our Consumer Interactive vertical in our U.S. Markets segment that help consumers proactively manage their personal finances and take precautions against identity theft.

We report disaggregated revenue of our International segment for the following regions: Canada, Latin America, the United Kingdom, Africa, India, and Asia Pacific.

Corporate

Corporate provides support services for each of the segments, holds investments, and conducts enterprise functions. Certain costs incurred in Corporate that are not directly attributable to either of the segments remain in Corporate. These costs are typically enterprise-level costs and are primarily administrative in nature.

Selected segment financial information and disaggregated revenue consisted of the following:

		Three Months Ended March 31,	
		2025	2024
Gross Revenue:			
U.S. Markets:			
Financial Services	\$	403.6	\$ 351.7
Emerging Verticals		314.9	297.5
Consumer Interactive		138.2	139.3
Total U.S. Markets	\$	856.6	\$ 788.6
International:			
Canada	\$	37.8	\$ 37.7
Latin America		32.8	32.9
United Kingdom		58.8	54.2
Africa		16.9	15.1
India		68.8	71.1
Asia Pacific		27.0	25.3
Total International	\$	242.2	\$ 236.3
Total revenue, gross	\$	1,098.8	\$ 1,024.9
Intersegment revenue eliminations:			
U.S. Markets	\$	(1.6)	\$ (2.3)
International		(1.5)	(1.5)
Total intersegment eliminations	\$	(3.1)	\$ (3.7)
Total revenue as reported	\$	1,095.7	\$ 1,021.2

Significant segment expenses consisted of the following:

	Three Months Ended March 31,			
	2025		2024	
	U.S. Markets	International	U.S. Markets	International
Gross Revenue	\$ 856.6	\$ 242.2	\$ 788.6	\$ 236.3
Less: ¹				
Product and fulfillment ²	182.0	10.8	160.2	11.8
Labor-related ³	215.5	84.0	213.0	83.8
Technology and communication ⁴	67.0	11.3	58.0	11.0
Other segment items ⁵	72.0	26.4	72.2	22.9
Segment Adjusted EBITDA	<u>\$ 320.1</u>	<u>\$ 109.8</u>	<u>\$ 285.2</u>	<u>\$ 106.8</u>

1. The significant expense categories and amounts align with costs included in segment Adjusted EBITDA that are regularly provided to the CODM. Intersegment expenses are included within the amounts shown.
2. Product and fulfillment expenses principally include data acquisition and royalty fees, mailing and postage, and call center support costs.
3. Labor-related expenses include fully burdened compensation expenses, including incentive compensation, as well as costs incurred to augment our workforce with subcontractors, net of any amounts capitalized for internally developed software.
4. Technology and communication expenses includes hardware and software maintenance and support, subscriptions to cloud-based software, and telecommunications.
5. Other segment items includes litigation, facilities costs, marketing and advertising, professional services, travel and entertainment, earnings from equity method investments, and overhead and corporate allocations, among other costs. For the International segment, Other segment items also includes earnings attributable to non-controlling interests.

A reconciliation of Segment Adjusted EBITDA to income before income taxes for the periods presented is as follows:

	Three Months Ended March 31,	
	2025	2024
U.S. Markets Adjusted EBITDA	\$ 320.1	\$ 285.2
International Adjusted EBITDA	109.8	106.8
Total	<u>\$ 429.9</u>	<u>\$ 392.0</u>
Adjustments to reconcile to income before income taxes:		
Corporate expenses ¹	\$ (32.8)	\$ (33.9)
Net interest expense	(47.5)	(63.2)
Depreciation and amortization	(138.9)	(134.0)
Stock-based compensation	(30.3)	(24.1)
Mergers and acquisitions, divestitures and business optimization ²	(17.9)	(9.2)
Accelerated technology investment ³	(20.0)	(18.5)
Operating model optimization program ⁴	(9.8)	(24.4)
Net other ⁵	56.4	(6.5)
Net income attributable to non-controlling interests	4.7	4.9
Total adjustments	<u>\$ (236.1)</u>	<u>\$ (309.0)</u>
Income before income taxes	<u>\$ 193.8</u>	<u>\$ 83.0</u>

1. Certain costs that are not directly attributable to either of the segments remain in Corporate. These costs are typically enterprise-level costs and are primarily administrative in nature.
2. Mergers and acquisitions, divestitures and business optimization expenses consist of costs associated with exploratory or executed strategic transactions.

3. Accelerated technology investment represents expenses incurred in connection with the transformation of our technology infrastructure.
4. Consists of restructuring expenses as presented on our Consolidated Statements of Operations and other business process optimization expenses.
5. Net other expenses consist primarily of other non-operating income and expenses, primarily comprised of deferred loan fee expense from debt prepayments and refinancing, currency remeasurement on foreign operations, and other debt financing expenses.

Earnings from equity method investments included in non-operating income and expense was as follows:

	Three Months Ended March 31,	
	2025	2024
U.S. Markets	\$ 0.5	\$ 0.1
International	3.8	4.7
Total (Note 6)	\$ 4.3	\$ 4.7

Total assets by segment consisted of the following:

	March 31, 2025	December 31, 2024
U.S. Markets	\$ 8,125.6	\$ 8,089.1
International	2,480.4	2,384.5
Total segment assets	10,606.0	10,473.6
Corporate	343.0	511.2
Total	\$ 10,949.1	\$ 10,984.8

Cash paid for capital expenditures by segment was as follows:

	Three Months Ended March 31,	
	2025	2024
U.S. Markets	\$ 44.7	\$ 42.9
International	23.8	19.2
Total cash paid for capital expenditures by the segments	68.4	62.2
Corporate	—	0.3
Total	\$ 68.4	\$ 62.4

Depreciation and amortization expense by segment was as follows:

	Three Months Ended March 31,	
	2025	2024
U.S. Markets	\$ 101.2	\$ 100.8
International	36.6	32.2
Total segment depreciation and amortization expense	137.8	133.0
Corporate	1.1	1.0
Total	\$ 138.9	\$ 134.0

15. Contingencies

Legal and Regulatory Matters

We are routinely named as defendants in, or parties to, various legal actions and proceedings relating to our current or past business operations. These actions generally assert claims for violations of federal or state credit reporting, consumer protection or privacy laws, or common law claims related to the unfair treatment of consumers, and may include claims for substantial or

indeterminate compensatory or punitive damages, or injunctive relief, and may seek business practice changes. We believe that most of these claims are either without merit or we have valid defenses to the claims, and we vigorously defend these matters or seek non-monetary or small monetary settlements, if possible. However, due to the uncertainties inherent in litigation, we cannot predict the outcome of each claim in each instance.

In the ordinary course of business, we also are subject to governmental and regulatory examinations, information-gathering requests, investigations and proceedings (both formal and informal), certain of which may result in adverse judgments, settlements, fines, penalties, injunctions or other relief. In connection with formal and informal investigations and inquiries by regulators, we sometimes receive civil investigative demands, requests, subpoenas and orders seeking documents, testimony, and other information in connection with various aspects of our activities.

In view of the inherent unpredictability of legal and regulatory matters, particularly where the damages sought are substantial or indeterminate or when the proceedings or investigations are in the early stages, we cannot determine with any degree of certainty the timing or ultimate resolution of legal and regulatory matters or the eventual loss, fines or penalties, if any, that may result from such matters. We establish reserves for legal and regulatory matters when those matters present loss contingencies that are both probable and can be reasonably estimated. However, for certain of the matters, we are not able to reasonably estimate our exposure because damages or penalties have not been specified and (i) the proceedings are in early stages, (ii) there is uncertainty as to the likelihood of a class being certified or the ultimate size of the class, (iii) there is uncertainty as to the outcome of similar matters pending against our competitors, (iv) there are significant factual issues to be resolved, and/or (v) there are legal issues of a first impression being presented. The actual costs of resolving legal and regulatory matters, however, may be substantially higher than the amounts reserved for those matters, and an adverse outcome in certain of these matters could have a material adverse effect on our consolidated financial statements in particular quarterly or annual periods. We accrue amounts for certain legal and regulatory matters for which losses were considered to be probable of occurring based on our best estimate of the most likely outcome. It is reasonably possible actual losses could be significantly different from our current estimates. In addition, there are some matters for which it is reasonably possible that a loss will occur, however we cannot estimate a range of the potential losses for these matters.

To reduce our exposure to an unexpected significant monetary award resulting from an adverse judicial decision, we maintain insurance that we believe is appropriate and adequate based on our historical experience. We regularly advise our insurance carriers of the claims, threatened or pending, against us in legal and regulatory matters and generally receive a reservation of rights letter from the carriers when such claims exceed applicable deductibles. We are not aware of any significant monetary claim that has been asserted against us, except for the active matters with the Consumer Financial Protection Bureau (the “CFPB”) referenced below, that would not have some level of coverage by insurance after the relevant deductible, if any, is met.

As of March 31, 2025 and December 31, 2024, we have accrued \$70.6 million and \$123.5 million, respectively, for legal and regulatory matters. These amounts were recorded in other accrued liabilities in the Consolidated Balance Sheets and the associated expenses are recorded in selling, general and administrative expenses in the Consolidated Statements of Operations. Legal fees incurred in connection with ongoing litigation are considered period costs and are expensed as incurred.

CFPB Matters

In June 2021, we received a Notice and Opportunity to Respond and Advise (“NORA”) letter from the CFPB alleging that we failed to comply with and timely implement a consent order issued by the CFPB in January 2017 (the “2017 Consent Order”), and further alleging additional violations related to Consumer Interactive’s marketing practices. On September 27, 2021, the Enforcement Division advised us that it had obtained authority to pursue an enforcement action. On April 12, 2022, after failed settlement negotiations with the CFPB related to the matter, the CFPB filed a lawsuit against us, Trans Union LLC, TransUnion Interactive, Inc. (collectively, the “TU Entities”) and the former President of Consumer Interactive, John Danaher, in the United States District Court for the Northern District of Illinois seeking restitution, civil money penalties, and injunctive relief, among other remedies, and alleging that the TU Entities violated the 2017 Consent Order, engaged in deceptive acts and practices in marketing the TransUnion Credit Monitoring product, failed to obtain signed written authorizations from consumers before debiting their bank accounts for the TransUnion Credit Monitoring product and diverted consumers from their free annual file disclosure into paid subscription products. On February 28, 2025, the CFPB, the TU Entities and Mr. Danaher filed with the Court a joint stipulation to voluntarily dismiss the lawsuit with prejudice, and the Court dismissed the lawsuit on March 21, 2025. During the three months ended March 31, 2025, we adjusted the amount previously accrued for this matter to zero, as the dismissal has rendered a loss no longer probable. As of December 31, 2024, we had accrued \$56.0 million in connection with this matter.

In March 2024, we received a NORA letter from the CFPB, informing us that the CFPB’s Enforcement Division was considering whether to recommend that the CFPB take legal action against us related to our dispute handling practices and procedures. The NORA letter alleged that Trans Union LLC violated the Fair Credit Reporting Act’s requirements to conduct a reasonable reinvestigation of disputed information and follow reasonable procedures to assure maximum possible accuracy of

the information in consumer reports, and the Consumer Financial Protection Act's prohibition of unfair, deceptive, and abusive acts or practices. On July 12, 2024, the CFPB Enforcement Division advised us that it had obtained authority to pursue an enforcement action against us seeking specific injunctive relief provisions and civil money penalties. We had been engaged in active discussions with the CFPB regarding this matter, including that our ability to make proposed changes to certain dispute handling processes is dependent on the participation of other consumer reporting agencies, data furnishers and industry participants. Given recent changes in CFPB leadership, our engagement with the agency on this matter has paused. We cannot provide an estimate of when, or if, such engagement will resume. We further cannot provide assurance that the CFPB will not ultimately commence a lawsuit against us in this matter, nor are we able to predict the likely outcome of this matter, which could have a material adverse effect on our results of operations and financial condition. We are not able to reasonably estimate our potential loss or range of loss related to this matter.

16. Accumulated Other Comprehensive Loss

The following tables set forth the changes in each component of accumulated other comprehensive loss, net of tax, as of March 31, 2025 and 2024:

	Foreign Currency Translation Adjustment	Net Unrealized (Loss)/Gain On Hedges	Net Unrealized Gain/(Loss) On Available-for-sale Securities	Accumulated Other Comprehensive Loss
Balance, December 31, 2024	\$ (450.2)	\$ 82.8	\$ 0.2	\$ (367.2)
Other comprehensive income (loss) before reclassifications	39.5	(10.7)	—	28.8
Amounts reclassified from other comprehensive (income) loss	—	(17.1)	—	(17.1)
Other comprehensive income (loss) for the three months ended March 31, 2025	39.5	(27.8)	—	11.7
Other comprehensive income (loss) attributable to noncontrolling interests	(0.2)	—	—	(0.2)
Balance, March 31, 2025	<u>\$ (410.9)</u>	<u>\$ 55.0</u>	<u>\$ 0.2</u>	<u>\$ (355.7)</u>

	Foreign Currency Translation Adjustment	Net Unrealized (Loss)/Gain On Hedges	Net Unrealized Gain/(Loss) On Available-for-sale Securities	Accumulated Other Comprehensive Loss
Balance, December 31, 2023	\$ (383.4)	\$ 122.0	\$ 0.2	\$ (260.9)
Other comprehensive income (loss) before reclassifications	(10.6)	31.6	—	21.1
Amounts reclassified from other comprehensive (income) loss	—	(23.3)	—	(23.3)
Other comprehensive income (loss) for the three months ended March 31, 2024	(10.6)	8.3	—	(2.2)
Other comprehensive income (loss) attributable to noncontrolling interests	0.3	—	—	0.3
Balance, March 31, 2024	<u>\$ (393.6)</u>	<u>\$ 130.3</u>	<u>\$ 0.2</u>	<u>\$ (262.8)</u>

17. Subsequent Events

On April 1, 2025, we closed on our previously announced agreement to acquire the remaining 70% of the outstanding equity of Monevo Limited (“Monevo”) from the Quint Group Limited. TransUnion previously owned 30% of the outstanding equity of Monevo after acquiring a minority interest in October 2021, and purchased the remaining interest through the exercise of a call option we obtained when we made our initial investment. The purchase price of approximately \$56 million was funded with cash on hand and is subject to certain customary purchase price adjustments. There is no contingent consideration related to this transaction.

Due to the proximity of the closing date of the acquisition to the date of this filing, the initial accounting for the business combination is incomplete. As a result, at this time we are unable to disclose certain information including the provisional fair value estimate, the allocation of the fair value to the identifiable net assets acquired and goodwill, and any resulting gain or loss on our initial 30% equity ownership.

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

The following discussion and analysis of TransUnion’s financial condition and results of operations is provided as a supplement to, and should be read in conjunction with, TransUnion’s audited consolidated financial statements, the accompanying notes, “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report on Form 10-K for the year ended December 31, 2024, as well as the unaudited consolidated financial statements and the related notes presented in Part I, Item 1, of this Quarterly Report on Form 10-Q.

In addition to historical data, this discussion contains forward-looking statements about our business, operations and financial performance based on current expectations that involve risks, uncertainties and assumptions. Our actual results may differ materially from those discussed in the forward-looking statements as a result of various factors, including but not limited to those discussed in “Cautionary Notice Regarding Forward-Looking Statements,” and Part II, Item 1A, “Risk Factors.”

References in this discussion and analysis to the “Company,” “we,” “us,” and “our” refer to TransUnion and its direct and indirect subsidiaries, including TransUnion Intermediate Holdings, Inc., collectively.

Overview

TransUnion is a leading global information and insights company that makes trust possible between businesses and consumers, helping people around the world access opportunities that can lead to a higher quality of life. That trust is built on TransUnion’s ability to deliver safe, innovative solutions with credibility and consistency. We call this Information for Good.

Grounded in our heritage as a credit reporting agency, we have built robust and accurate databases of information for a large portion of the adult population in the markets we serve. We use our identity resolution methodology to link and match our expanding high-quality datasets. We use this enriched data and analytics, combined with our expertise, to continuously develop more insightful solutions for our customers, all while maintaining compliance with global laws and regulations. Because of our work, organizations can better understand consumers in order to make more informed decisions, and earn consumer trust through great, personalized experiences, and the proactive extension of the right opportunities, tools and offers. In turn, we believe consumers can be confident that their data identities will result in better offers and opportunities.

We provide solutions that enable businesses to manage and measure credit risk, market to new and existing customers, verify consumer identities, and mitigate fraud. Businesses embed our solutions into their process workflows to deliver critical insights and enable effective actions. Consumers use our solutions to view their credit profiles, access analytical tools that help them understand and manage their personal financial information and take precautions against identity theft. We have deep domain expertise across a number of attractive industries, which we also refer to as verticals, including Financial Services, Emerging Verticals and Consumer Interactive. Emerging Verticals consists of Insurance, Technology, Retail and E-Commerce, Telecommunications, Media, Tenant & Employment Screening, Collections, and Public Sector. We have a global presence in over 30 countries and territories across North America, Latin America, Europe, Africa, India and Asia Pacific.

Our addressable market includes the global data and analytics market, which continues to grow as companies around the world increasingly recognize the benefits of data and analytics-based decision making, and as consumers recognize the important role that their data identities play in their ability to procure goods and services. There are several underlying trends supporting this market growth, including the proliferation of data, advances in technology and analytics that enable data to be processed more quickly and efficiently to provide business insights, and growing demand for these business insights across industries and geographies. Leveraging our established position as a leading provider of information and insights, we have grown our business by expanding the breadth and depth of our data, strengthening our analytics capabilities, expanding into complementary adjacent and vertical markets, deepening our solution suite in fraud mitigation and marketing, building out our geographic portfolio, investing in technology infrastructure, and enhancing our global operating model. As a result, we believe we are well positioned to expand our share within the markets we currently serve and capitalize on the larger data and analytics opportunity.

Segments

We manage our business and report our financial results in two reportable segments: U.S. Markets and International, which reflects the structure of the Company’s internal organization, the method by which the Company’s resources are allocated and the manner by which the chief operating decision maker (“CODM”) assesses the Company’s performance. See Part I, Item 1 “Financial Information - Notes to Unaudited Consolidated Financial Statements,” Note 14, “Reportable Segments” for additional information about our operating segments.

U.S. Markets

The U.S. Markets segment provides consumer reports, actionable insights and analytics to businesses and consumers. Businesses use our services to acquire customers, assess consumers’ ability to pay for services, identify cross-selling

opportunities, measure and manage debt portfolio risk, collect debt, verify consumer identities, mitigate fraud risk and respond to data breach events. Consumers use our services to manage their personal finances and take precautions against identity theft.

International

The International segment provides services similar to our U.S. Markets segment to businesses in select regions outside the United States. Depending on the maturity of the credit economy in each country, services may include credit reports, analytics and technology solutions services and other value-added risk management services. We also have insurance, business and automotive databases in select geographies. These services are offered to customers in a number of industries including financial services, retail credit, insurance, automotive, collections, public sector and communications, and are delivered through both direct and indirect channels. The International segment also provides consumer services similar to those offered by our Consumer Interactive vertical within our U.S. Markets segment that help consumers proactively manage their personal finances and take precautions against identity theft.

Corporate

Corporate provides support services for each of the segments, holds investments, and conducts enterprise functions. Certain costs incurred in Corporate that are not directly attributable to either of the segments remain in Corporate. These costs are typically enterprise-level costs and are primarily administrative in nature.

Factors Affecting Our Results of Operations

The following are certain key factors that affect, or have recently affected, our results of operations:

Macroeconomic and Industry Trends

Our revenues and results of operations have been and can be significantly influenced by general macroeconomic conditions, including but not limited to, interest rates, inflation, housing demand, the availability of credit and capital, employment levels, consumer confidence and the risk of recession.

During the first three months of 2025, the U.S. economy and labor market remained resilient, with continued GDP growth, rising but still low unemployment, growing real wages and the easing of inflation. The U.S. Federal Reserve maintained higher interest rates during the first quarter of 2025, which continues to have the effect of slowing aggregate demand, resulting in slower jobs growth and a mild increase in unemployment levels. Higher interest rates have also slowed demand for consumer loans and auto loans, and have had a more pronounced impact on the housing sector, where higher borrowing rates impact both home affordability, driving down purchase activity, and demand for mortgage loan refinancing. The slowdown in demand and job growth, along with lower inflation, prompted the U.S. Federal Reserve to begin lowering interest rates at the end of the third quarter and into the fourth quarter of 2024, with three consecutive rate cuts totaling 100 basis points. Further rate cuts could spur renewed consumer confidence to borrow as well as increased demand for rate-sensitive lending products, in particular mortgage loans to the extent that mortgage rates decline in tandem with a lower federal funds rate. However, mortgage rates are not directly tied to the federal funds rate but instead are tied to the 10-year Treasury rates, which rose roughly 100 basis points as of the end of 2024 after hitting a one-year low in September 2024 due to renewed market concerns over inflation. As a result, 30-year mortgage rates remained elevated at year-end, which continues to suppress activity in the housing sector.

During the first three months of 2025 and throughout 2024, the U.K. also began to show some initial signs of improvement driven by falling inflation and moderate growth in other economic indicators, though macroeconomic challenges impacting credit markets remain in this region. Foreign central banks, including in Canada and Europe, have also begun to lower rates, which we expect will increase demand for rate-sensitive lending products. These dynamics impact the comparability of our results of operations, including our revenue and expense, between the periods presented below.

In April 2025, the U.S. announced a minimum 10% import duty on all trading partners and higher rates on several large trading partners, the implementation of which was paused for 90 days on rates above 10% for all countries, except China, with exemptions for certain industries and products. These announcements led to increased market volatility and uncertainty. If policies that significantly increase tariff rates are maintained, we expect that U.S. and global economic growth will slow, with increased probability for recession, and inflation will increase across many of the markets where we operate. The final timing and amount of tariff rates remains uncertain and therefore the impact is difficult to forecast, but market uncertainty is already putting pressure on the global macroeconomic environment. The uncertainty of tariff policy, price increases and stock market volatility has, and may continue to negatively impact consumer sentiment, which is likely to impact consumer spending and demand for large-ticket purchases, including homes and autos, which in turn will likely impact consumer demand for credit.

The ongoing uncertainty and the unpredictable nature of the macroeconomic environment could have a material adverse impact on various aspects of our business in the future, including our stock price, results of operations and financial condition, including the carrying value of our long-lived assets such as goodwill and intangible assets.

Effects of Inflation

We believe that elevated levels of inflation have had, and will continue to have, a negative impact on our business and results of operations, including decreased demand for our services. The U.S. Federal Reserve and several international central banks have begun lowering interest rates in response to significant reductions in inflation levels from peak levels in 2022 and 2023, and have indicated that further interest rate reductions in the future are likely. In the U.S., inflation expectations remain elevated as the labor market remains strong and economic growth resilient, easing pressures on the Federal Reserve to continue lowering rates in 2025, while markets assess the potential implementation and impact of policies of the new administration on inflation. If the tariff rates discussed above are implemented and maintained in their current form, we anticipate increases in inflation in the short term which could further delay the timing of additional rate cuts by the Federal Reserve. Meanwhile, rates that remain elevated relative to historic levels may result in depressed consumer spending on non-essential goods and services, and consequently lower demand for credit, which could have a material adverse impact on various aspects of our business in the future.

Developments that Impact Comparability Between Periods

The following developments impact the comparability of our balance sheets, results of operations and cash flows between periods:

Transformation Plan

On November 12, 2023, our Board approved a transformation plan to optimize our operating model and continue to advance our technology. We expect to recognize one-time pre-tax expenses associated with this transformation plan of \$355.0 to \$375.0 million from the fourth quarter of 2023 through the end of 2025. All pre-tax expenses will be cash expenditures, other than approximately \$15.0 million of non-cash, facility exit costs. In addition, capital expenditures were 8% of revenues in 2024, below our prior expectation of 9%, driven by more efficient spend throughout the year in addition to higher revenues, and we expect capital expenditures to remain at 8% for 2025 due to investment in our technology infrastructure in connection with this transformation plan. Upon completion of this program, we expect to generate annual savings of \$120.0 to \$140.0 million and reduce our capital expenditures from 8% of revenue to 6%, based on 2023 revenue. During the year ended December 31, 2024, we realized annualized savings of approximately \$85.0 million from the transformation plan. The following summarizes initiatives under the transformation plan.

- The operating model optimization program will eliminate certain roles, transition certain job responsibilities to our Global Capability Centers, which we expect will improve productivity, reduce costs and fund growth, optimize business processes, and reduce our facility footprint. We expect to incur total one-time pre-tax expenses of \$205.0 to \$215.0 million, including employee separation expenses of approximately \$110.0 million, facility exit expenses of approximately \$45.0 million, and business optimization expenses of approximately \$55.0 million.
- The incremental investment to advance our technology is the final phase of our accelerated technology investment. We expect to incur one-time pre-tax expenses of \$150.0 to \$160.0 million, including approximately \$65.0 million in 2024 related to the final year of Project Rise, and approximately \$90.0 million of incremental expenses during 2024 and 2025 to streamline our product delivery platforms, and leverage the cloud-based infrastructure being established with Project Rise. The accelerated technology investment will fundamentally transform our technology infrastructure by implementing a global cloud-based approach to streamline product development, increase the efficiency of ongoing operations and maintenance, enable a continuous improvement approach, and provide a single global platform for fulfillment of our product lines. Project Rise was announced in February 2020, expanded in February 2022, and completed in 2024, with a total estimated expense of approximately \$240.0 million, including the approximately \$65.0 million incurred in 2024, as discussed above.

We have incurred cumulative expenses of \$182.2 million through March 31, 2025, comprised of restructuring expenses related to employee separation costs and facility exit charges as well as other business optimization expenses. We have accrued liabilities for the payment of employee separation costs of \$11.3 million as of March 31, 2025. We have incurred cumulative costs for the final phase of our accelerated technology investment of \$104.3 million through March 31, 2025. The remaining costs associated with the operating model optimization program and the final phase of our accelerated technology investment will be incurred in 2025. See Part I, Item 1, “Financial Information – Notes to Unaudited Consolidated Financial Statements,” Note 8, “Restructuring” for additional information about our restructuring expenses and “Results of Operations – Non-GAAP Measures” for additional details of the composition of these expenses.

Legal Matters

On February 28, 2025, the CFPB, Trans Union LLC, TransUnion Interactive, Inc. and Mr. Danaher, the former President of Consumer Interactive, filed a joint stipulation with the Court to voluntarily dismiss the lawsuit related to the 2017 Consent Order with prejudice, and the Court dismissed the lawsuit on March 21, 2025. During the three months ended March 31, 2025, we adjusted the \$56.0 million previously accrued for this matter to zero, as the loss is no longer probable. See Part I, Item 1, “Financial Information – Notes to Unaudited Consolidated Financial Statements,” Note 15, “Contingencies” for additional information about this matter.

Share Repurchase Plan

On February 11, 2025, our Board authorized the 2025 Repurchase Plan. Repurchases may be made from time to time at management’s discretion at prices management considers to be attractive through open market purchases, privately negotiated transactions, or otherwise, including pursuant to a Rule 10b5-1 plan, hybrid open market repurchases or an accelerated share repurchase transaction, subject to availability. Open market purchases are conducted in accordance with the limitations set forth in Rule 10b-18 of the Exchange Act and other applicable legal requirements. We have no obligation to repurchase additional shares, and the timing, actual number and value of the shares that are repurchased, if any, are at the discretion of management. The 2025 Repurchase Plan does not have an expiration date.

Repurchased shares are retired, resulting in a reduction to common stock at par with the remainder to additional paid-in capital. Once repurchased the shares are returned to the status of authorized but unissued shares of the Company and reduce the weighted average number of shares of common stock outstanding for purposes of calculating basic and diluted earnings per share. During the three months ended March 31, 2025, the Company repurchased approximately 63,000 shares of common stock for a total of \$5.4 million, including commissions and excise taxes, under the 2025 Repurchase Plan. The average price paid per share was \$84.86. As of March 31, 2025, \$494.7 million remains available for repurchases under the 2025 Repurchase Plan.

Debt

On December 12, 2024, we executed Amendment No. 24 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-9 with an aggregate principal amount of \$1.9 billion, the proceeds of which were used to repay in full Senior Secured Term Loan B-7. In addition, we increased the principal on Senior Secured Term Loan B-8 by \$425.0 million and used the increase in proceeds to repay a portion of Senior Secured Term Loan B-5. In connection with this refinancing, we incurred related financing fees and expenses.

On June 24, 2024, we executed Amendment No. 23 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-8 with an aggregate principal amount of \$1.5 billion, the proceeds of which were used to repay a portion of Senior Secured Term Loan B-5. In connection with this refinancing, we incurred related financing fees and expenses.

On February 8, 2024, we executed Amendment No. 22 to the Senior Secured Credit Facility, pursuant to which we entered into Senior Secured Term Loan B-7 with an aggregate principal amount of \$1.9 billion, the proceeds of which were used to repay Senior Secured Term Loan B-6 in full and pay the related financing fees and expenses.

We did not make any debt prepayments during the three months ended March 31, 2025 and 2024. In the second, third, and fourth quarters of 2024, we prepaid \$80.0 million, \$25.0 million, and \$45.0 million, respectively, for a total of \$150.0 million, of our Senior Secured Term Loan B-5, funded from cash-on-hand. These transactions affect the comparability of interest expense between years, as further discussed in “Results of Operations – Non-Operating Income and (Expense) – Interest Expense” below.

In 2024, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loan or similar replacement debt. The swaps commenced on December 31, 2024, and expire on December 31, 2027, with a current aggregate notional amount of \$1,095.7 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 3.0650% and 3.9925% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

Key Components of Our Results of Operations

Revenue

We report revenue for our two reportable segments, U.S. Markets and International. Within the U.S. Markets segment, we report and disaggregate revenue by vertical, which consists of our Financial Services, Emerging and Consumer Interactive verticals. Within the International segment, we disaggregate revenue by regions, which consists of Canada, Latin America, the United Kingdom, Africa, India, and Asia Pacific.

Cost of Services

Costs of services include data acquisition and royalty fees, personnel costs related to our databases and software applications, consumer and call center support costs, hardware and software maintenance costs, telecommunications expenses and data center costs.

Selling, General and Administrative

Selling, general and administrative includes personnel-related costs for sales, administrative and management employees, costs for professional and consulting services, advertising and facilities expense.

Restructuring

Restructuring relates to the operating model optimization program announced in November 2023.

Non-Operating Income and Expense

Non-operating income and expense includes interest expense, interest income, earnings from equity-method investments, dividends from Cost Method Investments, fair-value adjustments of equity-method and Cost Method Investments, if any, expenses related to successful and unsuccessful business acquisitions, loan fees, debt refinancing expenses, certain acquisition-related gains and losses and other non-operating income and expenses.

Results of Operations —Three Months Ended March 31, 2025 and 2024

(Tabular amounts in millions, except per share amounts)

For the three months ended March 31, 2025 and 2024, our results of operations were as follows:

	Three Months Ended March 31,		Change	
	2025	2024	2025 vs. 2024	
	\$	\$	\$	%
Revenue	\$ 1,095.7	\$ 1,021.2	\$ 74.5	7.3 %
Operating expenses				
Cost of services (exclusive of depreciation and amortization below)	445.6	406.3	39.4	9.7 %
Selling, general and administrative	256.8	305.6	(48.8)	(16.0)%
Depreciation and amortization	138.9	134.0	4.9	3.6 %
Restructuring	—	18.2	(18.2)	(99.8)%
Total operating expenses	841.4	864.1	(22.7)	(2.6)%
Operating income	254.4	157.2	97.2	61.9 %
Non-operating income and (expense)				
Interest expense	(56.1)	(68.7)	12.6	(18.3)%
Interest income	8.6	5.4	3.1	57.5 %
Earnings from equity method investments	4.3	4.7	(0.4)	(9.0)%
Other income and (expense), net	(17.4)	(15.7)	(1.8)	11.2 %
Total non-operating income and (expense)	(60.6)	(74.1)	13.5	(18.3)%
Provision for income taxes	(41.0)	(13.0)	(28.0)	nm
Net income	152.7	70.0	82.7	nm
Less: net income attributable to noncontrolling interests	(4.7)	(4.9)	0.2	(3.5)%
Net income attributable to TransUnion	\$ 148.1	\$ 65.1	\$ 82.9	nm

nm: not meaningful

As a result of displaying amounts in millions, rounding differences may exist in the table above.

Revenue

For the three months ended March 31, 2025, revenue increased \$74.5 million, or 7.3%, compared with the same period in 2024, due to growth in both segments, partially offset by a decrease of 0.8% from the impact of foreign currencies, as further discussed in the Segment Results of Operations section below.

Operating Expenses

Cost of Services

For the three months ended March 31, 2025, cost of services increased \$39.4 million compared with the same period in 2024. The increase was primarily due to:

- an increase of approximately \$22.0 million in product and fulfillment costs primarily due to an increase in certain product cost pricing in our U.S. Markets segment and an increase in volume in both segments, partially offset by a decrease in variable postage related to breach remediation revenue in 2024 in our U.S Markets segment;
- a net increase of approximately \$9.0 million in labor-related costs, primarily due to an increase in annual incentive compensation, employee benefits and stock-based compensation, partially offset by the realization of benefits from our operating model transformation plan; and
- an increase of approximately \$7.0 million in technology and communications costs, including costs for our accelerated technology investment.

Selling, General and Administrative

For the three months ended March 31, 2025, selling, general and administrative expenses decreased \$48.8 million compared with the same period in 2024. The decrease was primarily due to:

- a \$56.0 million decrease in legal and regulatory expenses in the first quarter of 2025 related to the reduction of an accrued liability for a lawsuit that was dismissed, as further discussed in Part 1 - Notes to Unaudited Financial Statements, Note 15, “Contingencies”; and
- a decrease of approximately \$5.0 million in other professional services and marketing and advertising costs.

partially offset by:

- an increase of approximately \$5.0 million in technology and communications costs, including our accelerated technology investment;
- a net increase of approximately \$5.0 million in labor-related costs, primarily due to an increase in stock-based compensation; and
- an increase of approximately \$4.0 million from costs related to our operating model optimization program.

Depreciation and Amortization

For the three months ended March 31, 2025, depreciation and amortization increased \$4.9 million compared with the same period in 2024 primarily due to the increase in capital expenditures related to our accelerated technology investment initiative over the past few years.

Restructuring

Restructuring expenses relate to our operating model optimization program. For the three months ended March 31, 2024 these expenses include approximately \$16.8 million related to employee separation costs and \$1.4 million related to facility exists.

See Part I, Item 1, “Financial Information - Notes to Unaudited Consolidated Financial Statements,” Note 8, “Restructuring,” for additional information.

Non-Operating Income and Expense

Interest expense

For the three months ended March 31, 2025, interest expense decreased \$12.6 million compared with the same period in 2024. This decrease was due to a decrease in outstanding principal balance due to the prepayments made in 2024 and the debt refinancing transactions over the last 12 months and a decrease in the average periodic variable interest rate on the unhedged portion of our debt.

Interest income

The change in interest income for the current period compared to the prior period was primarily due to an increase in our average investment balances and an increase in interest rates.

Other income and (expense), net

Other income and (expense), net includes acquisition fees, loan fees, and various other income and expenses.

	Three Months Ended March 31,			
	2025	2024	\$ Change	% Change
Other income and (expense), net:				
Acquisition fees	\$ (5.3)	\$ (2.2)	\$ (3.1)	nm
Debt related expenses	(0.4)	(3.7)	3.3	(89.1)%
Other income (expense), net	(11.7)	(9.8)	(1.9)	19.8 %
Total other income and (expense), net	<u>\$ (17.4)</u>	<u>\$ (15.7)</u>	<u>\$ (1.7)</u>	<u>(11.2)%</u>

nm: not meaningful

As a result of displaying amounts in millions, rounding differences may exist in the table above.

Acquisition fees

Acquisition fees represent costs we have incurred for various acquisition-related efforts, for both executed and exploratory transactions.

Debt-related expenses

For the three months ended March 31, 2025, debt-related expenses included \$0.4 million of debt financing fees. For the three months ended March 31, 2024, debt-related expenses included \$3.1 million of unamortized original issue discount, deferred

financing fees and other related fees expensed as a result of our debt prepayments and refinancings, and \$0.6 million of other debt financing expenses.

Other income and (expense), net

	Three Months Ended March 31,	
	2025	2024
Gain (loss) from post-acquisition adjustments from previous acquisitions	\$ —	\$ (6.9)
Fair value and impairment adjustments	(12.6)	(0.1)
Currency remeasurement gains (losses), net	0.6	(2.6)
Miscellaneous non-operating income and (expense)	0.3	(0.2)
Total other income (expense), net	<u>\$ (11.7)</u>	<u>\$ (9.8)</u>

Gain (loss) from post-acquisition adjustments relate to contingent consideration or to assets and liabilities that occurred after the acquisition measurement period. Fair value and impairment adjustments primarily relate to investments and notes receivable. Currency remeasurement gains (losses), net consist of realized foreign currency gains and losses for transactions in currencies other than the functional currency of the corresponding consolidated entity that were settled during the period. Miscellaneous non-operating income and (expense) includes other miscellaneous non-operating income and expense.

Provision for Income Taxes

For the three months ended March 31, 2025, we reported an effective tax rate of 21.2%, which was higher than the 21.0% U.S. federal corporate statutory rate, primarily due to the impact of nondeductible expenses primarily in connection with executive compensation limitations, the foreign rate differential, and state taxes, partially offset by the impact of the benefit to legal and regulatory expenses from the reduction of an accrued liability to zero for the dismissal of a lawsuit previously treated as nondeductible.

For the three months ended March 31, 2024, we reported an effective tax rate of 15.7%, which was lower than the 21.0% U.S. federal corporate statutory rate primarily due to the impact of benefits on the remeasurement of deferred taxes due to changes in state apportionment rates, benefits from the foreign rate differential, and the research and development credit, partially offset by the impact of increases for foreign withholding taxes, nondeductible expenses primarily in connection with executive compensation limitations and uncertain tax positions.

Segment Results of Operations—Three Months Ended March 31, 2025 and 2024

Management, including our CODM, evaluates the financial performance of our businesses based on revenue and segment Adjusted EBITDA. For the three months ended March 31, 2025 and 2024, our segment revenue, segment Adjusted EBITDA and segment Adjusted EBITDA Margin were as follows:

	Three Months Ended March 31,		Change	
	2025 vs. 2024			
	2025	2024	\$	%
Revenue:				
U.S. Markets gross revenue				
Financial Services	\$ 403.6	\$ 351.7	\$ 51.8	14.7 %
Emerging Verticals	314.9	297.5	17.4	5.8 %
Consumer Interactive	138.2	139.3	(1.2)	(0.8)%
U.S. Markets gross revenue	\$ 856.6	\$ 788.6	\$ 68.0	8.6 %
International gross revenue				
Canada	\$ 37.8	\$ 37.7	\$ 0.2	0.4 %
Latin America	32.8	32.9	(0.2)	(0.5)%
United Kingdom	58.8	54.2	4.7	8.6 %
Africa	16.9	15.1	1.8	11.9 %
India	68.8	71.1	(2.4)	(3.3)%
Asia Pacific	27.0	25.3	1.8	7.0 %
International gross revenue	\$ 242.2	\$ 236.3	\$ 5.9	2.5 %
Total gross revenue	\$ 1,098.8	\$ 1,024.9	\$ 73.9	7.2 %
Intersegment revenue eliminations	(3.1)	(3.7)	0.6	(16.6)%
Total revenue as reported	<u>\$ 1,095.7</u>	<u>\$ 1,021.2</u>	<u>\$ 74.5</u>	7.3 %
Adjusted EBITDA:				
U.S. Markets	\$ 320.1	\$ 285.2	\$ 35.0	12.3 %
International	109.8	106.8	2.9	2.8 %
Adjusted EBITDA Margin:				
U.S. Markets	37.4 %	36.2 %		1.2 %
International	45.3 %	45.2 %		0.1 %

nm: not meaningful

As a result of displaying amounts in millions, rounding differences may exist in the table above.

We define Adjusted EBITDA Margin for our segments as the segment Adjusted EBITDA divided by segment gross revenue.

U.S. Markets Segment

Revenue

For the three months ended March 31, 2025, U.S. Markets revenue increased \$68.0 million, or 8.6%, compared with the same period in 2024. The increase was due to an increase in our Financial Services and Emerging verticals, partially offset by a decrease in Consumer Interactive.

Financial Services: For the three months ended March 31, 2025, revenue increased \$51.8 million, or 14.7%, compared with the same period in 2024. A majority of the growth in Financial Services comes from our Mortgage line of business, primarily due to increases in price. Our other lines of business also grew, primarily due new business wins, price increases in our Auto line of business, volume increases and higher batch activity in our Consumer Lending and Card & Banking line of business.

Emerging Verticals: For the three months ended March 31, 2025, revenue increased \$17.4 million, or 5.8%, compared with the same period in 2024. The increase was primarily due to an increase in the Insurance and most other verticals from price increases, new business wins and an increase in volumes.

Consumer Interactive: For the three months ended March 31, 2025, revenue decreased \$1.2 million, or 0.8%, compared with the same period in 2024. The decrease was primarily due to a decrease in breach remediation revenue and slowing demand for paid credit products, partially offset by new business wins.

Adjusted EBITDA

For the three months ended March 31, 2025, Adjusted EBITDA increased \$35.0 million compared with the same period in 2024, primarily due to an increase in revenue and a decrease in labor costs from our operating model optimization program, partially offset by higher variable product and fulfillment costs. For the three months ended March 31, 2025, Adjusted EBITDA margins increased 1.2% compared with the same period in 2024, primarily due to high-margin revenue growth and realization of cost savings from the transformation plan.

International Segment

Revenue

For the three months ended March 31, 2025, International revenue increased \$5.9 million, or 2.5%, compared with the same period in 2024 primarily due to higher local currency revenue in all regions, driven by increased volumes from improving economic conditions and new product initiatives, partially offset by a decrease of 3.5% from the impact of foreign currencies.

Canada: For the three months ended March 31, 2025, Canada revenue increased \$0.2 million, or 0.4%, compared with the same period in 2024, primarily due to higher local currency revenue from broad-based volume increases, new business wins, and increased breach services, partially offset by a decrease of 6.4% from the impact of foreign currencies.

Latin America: For the three months ended March 31, 2025, Latin America revenue decreased \$0.2 million, or 0.5%, compared with the same period in 2024, primarily due to a decrease of 7.4% from the impact of foreign currencies, partially offset by higher local currency revenue from broad-based volume increases, new business wins, and higher batch services across several of our markets.

United Kingdom: For the three months ended March 31, 2025, United Kingdom revenue increased \$4.7 million, or 8.6%, compared with the same period in 2024, primarily due to volume increases and new business wins, partially offset by a decrease of 0.9% from the impact of foreign currency.

Africa: For the three months ended March 31, 2025, Africa revenue increased \$1.8 million, or 11.9%, compared with the same period in 2024, primarily due to meaningful new business wins and contract renewals as well as volume growth in emerging countries and emerging verticals. The impact of foreign currencies result in an increase of 2.4%.

India: For the three months ended March 31, 2025, India revenue decreased \$2.4 million, or 3.3%, compared with the same period in 2024, primarily due to a decrease of 4.2% from the impact of foreign currencies, partially offset by higher local currency revenue from higher commercial volumes and new contracts.

Asia Pacific: For the three months ended March 31, 2025, Asia Pacific revenue increased \$1.8 million, or 7.0%, compared with the same period in 2024, primarily due to strong growth in the Philippines across key banking clients, partially offset by a decrease of 1.0% from the impact of foreign currencies.

Adjusted EBITDA

For the three months ended March 31, 2025, Adjusted EBITDA increased \$2.9 million compared with the same period in 2024 primarily due to increased revenue in regions as discussed above, partially offset by an increase in expenses due to the increase in revenue. For the three months ended March 31, 2025, Adjusted EBITDA margins increased 0.1% primarily due to a shift in the mix of revenues.

Non-GAAP Measures—Three Months Ended March 31, 2025 and 2024

In addition to the financial measures in conformity with generally accepted accounting principles (“GAAP”) discussed above, management, including our CODM, evaluates the financial performance of our businesses based on the non-GAAP measures Consolidated Adjusted EBITDA, Consolidated Adjusted EBITDA Margin, Adjusted Net Income, Adjusted Diluted Earnings per Share, Adjusted Provision for Income Taxes, Adjusted Effective Tax Rate and Leverage Ratio.

Non-GAAP Financial Measures

We present Consolidated Adjusted EBITDA, Consolidated Adjusted EBITDA Margin, Adjusted Net Income, Adjusted Diluted Earnings per Share, Adjusted Provision for Income Taxes, Adjusted Effective Tax Rate and Leverage Ratio for all periods presented. These are important financial measures for the Company but are not financial measures as defined by GAAP. These financial measures should be reviewed in conjunction with the relevant GAAP financial measures and are not presented as alternative measures of GAAP. Other companies in our industry may define or calculate these measures differently than we do, limiting their usefulness as comparative measures. Because of these limitations, these non-GAAP financial measures should not be considered in isolation or as substitutes for performance measures calculated in accordance with GAAP, including operating income, operating margin, effective tax rate, net income attributable to the Company, diluted earnings per share or cash provided by operating activities. Reconciliations of these non-GAAP financial measures to their most directly comparable GAAP financial measures are presented in the tables below.

We present Consolidated Adjusted EBITDA, Consolidated Adjusted EBITDA Margin, Adjusted Net Income, Adjusted Diluted Earnings per Share, Adjusted Provision for Income Taxes and Adjusted Effective Tax Rate as supplemental measures of our operating performance because these measures eliminate the impact of certain items that we do not consider indicative of our cash operations and ongoing operating performance. These are measures frequently used by securities analysts, investors and other interested parties in their evaluation of the operating performance of companies similar to ours.

Our Board and executive management team use Adjusted EBITDA as an incentive compensation measure for most eligible employees and Adjusted Diluted Earnings per Share as an incentive compensation measure for certain of our senior executives.

Under the credit agreement governing our Senior Secured Credit Facility, our ability to engage in activities such as incurring additional indebtedness, making investments and paying dividends is tied to our Leverage Ratio which is partially based on Adjusted EBITDA. Investors also use our Leverage Ratio to assess our ability to service our debt and make other capital allocation decisions.

Consolidated Adjusted EBITDA

Management has excluded the following items from net income attributable to TransUnion in order to calculate Adjusted EBITDA for the periods presented:

- *Net interest expense* is the sum of interest expense and interest income as reported on our Consolidated Statements of Operations.
- *Provision for income taxes*, as reported on our Consolidated Statements of Operations.
- *Depreciation and amortization*, as reported on our Consolidated Statements of Operations.
- *Stock-based compensation* is used as an incentive to engage and retain our employees. It is predominantly a non-cash expense. We exclude stock-based compensation because it may not correlate to the underlying performance of our business operations during the period since it is measured at the grant date fair value and it is subject to variability as a result of performance conditions and timing of grants. These expenses are reported within cost of services and selling, general and administrative on our Consolidated Statements of Operations.
- *Operating model optimization program* represents employee separation costs, facility lease exit costs and other business process optimization expenses incurred in connection with the transformation plan discussed further in “Results of Operations – Factors Affecting Our Results of Operations.” We exclude these expenses as we believe they are not directly correlated to the underlying performance of our business. Further, these costs will vary and may not be comparable during the transformation initiative as we progress toward an optimized operating model. These costs are reported primarily in restructuring and selling, general and administrative on our Consolidated Statements of Operations.
- *Accelerated technology investment* includes Project Rise and the final phase of our technology investment announced in November 2023. Project Rise was announced in February 2020 and was originally expected to be completed in 2022. Following our acquisition of Neustar in December 2021, we recognized the opportunity to take advantage of Neustar’s capabilities to enhance and complement our cloud-based technology already under development as part of Project Rise. As a result, we extended Project Rise’s timeline to 2024 and increased the total estimated cost to

approximately \$240 million. In November 2023, we announced our plans to further leverage Neustar's technology to standardize and streamline our product delivery platforms and to build a single global platform for fulfillment of our product lines. The additional investment is expected to be approximately \$90 million during 2024 and 2025 and represents the final phase of the technology investment in our global technology infrastructure and core customer applications. We expect that the accelerated technology investment will fundamentally transform our technology infrastructure by implementing a global cloud-based approach to streamline product development, increase the efficiency of ongoing operations and maintenance and enable a continuous improvement approach to avoid the need for another major technology overhaul in the foreseeable future. The unique effort to build a secure, reliable and performant hybrid cloud infrastructure requires us to dedicate separate resources in order to develop the new cloud-based infrastructure in parallel with our current on-premise environment by maintaining our existing technology team to ensure no disruptions to our customers. The costs associated with the accelerated technology investment are incremental and redundant costs that will not recur after the program has been completed and are not representative of our underlying operating performance. Therefore, we believe that excluding these costs from our non-GAAP measures provides a better reflection of our ongoing cost structure. These costs are primarily reported in cost of services and therefore do not include amounts that are capitalized as internally developed software.

- *Mergers and acquisitions, divestitures and business optimization* expenses are non-recurring expenses associated with specific transactions (exploratory or executed) and consist of (i) transaction and integration costs, (ii) post-acquisition adjustments to contingent consideration or to assets and liabilities that occurred after the acquisition measurement period, (iii) fair value and impairment adjustments related to investments and call and put options, (iv) transition services agreement income, and (v) a loss on disposal of a business. We exclude these expenses as we believe they are not directly correlated to the underlying performance of our business operations and vary depending upon the timing of such transactions. These expenses are reported in costs of services, selling, general and administrative and other income and (expenses), net, on our Consolidated Statements of Operations.
- *Net other* adjustments principally relate to: (i) deferred loan fee expense from debt prepayments and refinancing, (ii) currency remeasurement on foreign operations, (iii) other debt financing expenses consisting primarily of revolving credit facility deferred financing fee amortization and commitment fees and expenses associated with ratings agencies and interest rate hedging, (iv) certain legal and regulatory expenses, net, and (v) other non-operating (income) expense. We exclude these expenses as we believe they are not directly correlated to the underlying performance of our business and create variability between periods based on the nature and timing of the expense or income. These costs are reported in selling, general and administrative and in non-operating income and expense, net as applicable based on their nature on our Consolidated Statements of Operations.

Consolidated Adjusted EBITDA Margin

Management defines Consolidated Adjusted EBITDA Margin as Consolidated Adjusted EBITDA divided by total revenue as reported.

Adjusted Net Income

Management has excluded the following items from net income attributable to TransUnion in order to calculate Adjusted Net Income for the periods presented:

- *Amortization of certain intangible assets* presents non-cash amortization expenses related to assets that arose from our 2012 change in control transaction and business combinations occurring after our 2012 change in control. We exclude these expenses as we believe they are not directly correlated to the underlying performance of our business operations and vary dependent upon the timing of the transactions that give rise to these assets. Amortization of intangible assets is included in depreciation and amortization on our Consolidated Statements of Operations.
- *Stock-based compensation* (see Consolidated Adjusted EBITDA above)
- *Operating model optimization program* (see Consolidated Adjusted EBITDA above)
- *Accelerated technology investment* (see Consolidated Adjusted EBITDA above)
- *Mergers and acquisitions, divestiture and business optimization* (see Consolidated Adjusted EBITDA above)
- *Net other* is consistent with the definition in Consolidated Adjusted EBITDA above except that other debt financing expenses and certain other miscellaneous income and expense that are included in the adjustment to calculate Adjusted EBITDA are excluded in the adjustment made to calculate Adjusted Net Income.
- *Total adjustments for income taxes* relates to the cumulative adjustments discussed below for Adjusted Provision for Income Taxes. This adjustment is made for the reasons indicated in Adjusted Provision for Income Taxes below. Adjustments related to the provision for income taxes are included in the line item by this name on our consolidated statement of operations.

Adjusted Diluted Earnings Per Share

Management defines Adjusted Diluted Earnings per Share as Adjusted Net Income divided by the weighted-average diluted shares outstanding.

Adjusted Provision for Income Taxes

Management has excluded the following items from our provision for income taxes for the periods presented:

- *Tax effect of above adjustments* represents the income tax effect of the adjustments related to Adjusted Net Income described above. The tax rate applied to each adjustment is based on the nature of each line item. We include the tax effect of the adjustments made to Adjusted Net Income to provide a comprehensive view of our adjusted net income.
- *Excess tax expense (benefit) for stock-based compensation* is the permanent difference between expenses recognized for book purposes and expenses recognized for tax purposes, in each case related to stock-based compensation expense. We exclude this amount from the Adjusted Provision for Income Taxes in order to be consistent with the exclusion of stock-based compensation from the calculation of Adjusted Net Income.
- *Other* principally relates to (i) deferred tax adjustments, including rate changes, (ii) infrequent or unusual valuation allowance adjustments, (iii) return to provision, tax authority audit adjustments, and reserves related to prior periods,

and (iv) other non-recurring items. We exclude these items because they create variability that impacts comparability between periods.

Adjusted Effective Tax Rate

Management defines Adjusted Effective Tax Rate as Adjusted Provision for Income Taxes divided by adjusted income before income taxes. We calculate adjusted income before income taxes by excluding the pre-tax adjustments in the calculation of Adjusted Net Income discussed above and noncontrolling interest related to these pre-tax adjustments from income before income taxes.

Leverage Ratio

Management defines Leverage Ratio as net debt divided by Consolidated Adjusted EBITDA for the most recent twelve-month period including twelve months of Adjusted EBITDA from significant acquisitions. Net debt is defined as total debt less cash and cash equivalents as reported on the balance sheet as of the end of the period.

For the three months ended March 31, 2025 and 2024, these non-GAAP measures were as follows:

Adjusted EBITDA and Adjusted EBITDA Margin

	Three Months Ended March 31,		Change	
	2025	2024	2025 vs. 2024	
			\$	%
Reconciliation of Net income attributable to TransUnion to consolidated Adjusted EBITDA:				
Net income attributable to TransUnion	\$ 148.1	\$ 65.1	\$ 82.9	nm
Net interest expense	47.5	63.2	(15.7)	(24.9)%
Provision for income taxes	41.0	13.0	28.0	nm
Depreciation and amortization	138.9	134.0	4.9	3.6 %
EBITDA	\$ 375.5	\$ 275.4	\$ 100.1	36.3 %
Adjustments to EBITDA:				
Stock-based compensation	30.3	24.1	6.2	25.8 %
Mergers and acquisitions, divestitures and business optimization ¹	17.9	9.2	8.7	94.8 %
Accelerated technology investment ²	20.0	18.5	1.5	8.1 %
Operating model optimization program ³	9.8	24.4	(14.6)	(59.7)%
Net other ⁴	(56.4)	6.5	(62.9)	nm
Total adjustments to EBITDA	\$ 21.7	\$ 82.8	\$ (61.1)	(73.8)%
Consolidated Adjusted EBITDA	\$ 397.1	\$ 358.2	\$ 39.0	10.9 %
Net income attributable to TransUnion margin	13.5 %	6.4 %		7.1 %
Consolidated Adjusted EBITDA margin ⁵	36.2 %	35.1 %		1.2 %

nm: not meaningful

As a result of displaying amounts in millions, rounding differences may exist in the table above.

1. Mergers and acquisitions, divestitures and business optimization consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Transaction and integration costs	\$ 5.3	\$ 2.2
Fair value and impairment adjustments	12.6	0.1
Post-acquisition adjustments	—	6.9
Total mergers and acquisitions, divestitures and business optimization	\$ 17.9	\$ 9.2

2. Represents expenses associated with our accelerated technology investment to migrate to the cloud. There are three components of the accelerated technology investment: (i) building foundational capabilities which includes establishing a modern, API-based and services-oriented software architecture, (ii) the migration of each application and customer data to the new enterprise platform, including the redundant software costs during the migration period, as well as the efforts to decommission the legacy system, and (iii) program enablement, which includes dedicated resources to support the planning and execution of the program. The amounts for each category of cost are as follows:

	Three Months Ended March 31,	
	2025	2024
Foundational Capabilities	\$ 7.4	\$ 6.8
Migration Management	12.6	10.1
Program Enablement	—	1.7
Total accelerated technology investment	\$ 20.0	\$ 18.5

3. Operating model optimization consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Employee separation	\$ —	\$ 16.8
Facility exit	—	1.4
Business process optimization	9.8	6.2
Total operating model optimization	\$ 9.8	\$ 24.4

4. Net other consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Deferred loan fee expense from debt prepayments and refinancing	\$ (0.1)	\$ 3.1
Other debt financing expenses	0.5	0.6
Currency remeasurement on foreign operations	(0.6)	2.6
Legal and regulatory expenses, net	(56.0)	—
Other non-operating (income) expense	(0.3)	0.2
Total other adjustments	\$ (56.4)	\$ 6.5

5. Consolidated Adjusted EBITDA margin is calculated by dividing Consolidated Adjusted EBITDA by total revenue.

Consolidated Adjusted EBITDA

For the three months ended March 31, 2025, Consolidated Adjusted EBITDA increased \$39.0 million compared with the same periods in 2024, primarily due to an increase in revenue and the realization of cost savings from the transformation plan, partially offset by higher product costs compared to prior year. For the three months ended March 31, 2025, Consolidated Adjusted EBITDA margin increased 1.2%, primarily due to an increase in high margin revenue and realization of cost savings from the transformation plan.

Adjusted Net Income and Adjusted Diluted Earnings Per Share

	Three Months Ended March 31,		Change	
	2025 vs. 2024			
	2025	2024	\$	%
Reconciliation of Net income attributable to TransUnion to Adjusted Net Income:				
Net income attributable to TransUnion	\$ 148.1	\$ 65.1	\$ 82.9	nm
Adjustments before income tax items:				
Amortization of certain intangible assets ¹	70.9	72.0	(1.2)	(1.6)%
Stock-based compensation	30.3	24.1	6.2	25.8 %
Mergers and acquisitions, divestitures and business optimization ²	17.9	9.2	8.7	94.8 %
Accelerated technology investment ³	20.0	18.5	1.5	8.1 %
Operating model optimization program ⁴	9.8	24.4	(14.6)	(59.7)%
Net other ⁵	(56.7)	5.9	(62.6)	nm
Total adjustments before income tax items	\$ 92.3	\$ 154.3	\$ (62.0)	(40.2)%
Total adjustments for income taxes ⁶	(32.7)	(40.4)	7.7	(19.0)%
Adjusted Net Income	\$ 207.6	\$ 179.0	\$ 28.6	16.0 %
Weighted-average shares outstanding:				
Basic	195.1	194.1	nm	nm
Diluted	197.3	195.3	nm	nm
Adjusted Earnings per Share:				
Basic	\$ 1.06	\$ 0.92	\$ 0.14	15.4 %
Diluted	\$ 1.05	\$ 0.92	\$ 0.14	14.8 %

	Three Months Ended March 31,	
	2025	2024
Reconciliation of Diluted earnings per share from Net income attributable to TransUnion to Adjusted Diluted Earnings per Share:		
Diluted earnings per common share from:		
Income attributable to TransUnion	\$ 0.75	\$ 0.33
Adjustments before income tax items:		
Amortization of certain intangible assets ¹	0.36	0.37
Stock-based compensation	0.15	0.12
Mergers and acquisitions, divestitures and business optimization ²	0.09	0.05
Accelerated technology investment ³	0.10	0.09
Operating model optimization program ⁴	0.05	0.13
Net other ⁵	(0.29)	0.03
Total adjustments before income tax items	\$ 0.47	\$ 0.79
Total adjustments for income taxes ⁶	(0.17)	(0.21)
Adjusted Diluted Earnings per Share	\$ 1.05	\$ 0.92

Each component of earnings per share is calculated independently, therefore, rounding differences exist in the table above.

1. Consists of amortization of intangible assets from our 2012 change-in-control transaction and amortization of intangible assets established in business acquisitions after our 2012 change-in-control transaction.
2. Mergers and acquisitions, divestitures and business optimization consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Transaction and integration costs	\$ 5.3	\$ 2.2
Fair value and impairment adjustments	12.6	0.1
Post-acquisition adjustments	—	6.9
Total mergers and acquisitions, divestitures and business optimization	\$ 17.9	\$ 9.2

3. Represents expenses associated with our accelerated technology investment to migrate to the cloud. There are three components of the accelerated technology investment: (i) building foundational capabilities which includes establishing a modern, API-based and services-oriented software architecture, (ii) the migration of each application and customer data to the new enterprise platform, including the redundant software costs during the migration period, as well as the efforts to decommission the legacy system, and (iii) program enablement, which includes dedicated resources to support the planning and execution of the program. The amounts for each category of cost are as follows:

	Three Months Ended March 31,	
	2025	2024
Foundational Capabilities	\$ 7.4	\$ 6.8
Migration Management	12.6	10.1
Program Enablement	—	1.7
Total accelerated technology investment	\$ 20.0	\$ 18.5

4. Operating model optimization consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Employee separation	\$ —	\$ 16.8
Facility exit	—	1.4
Business process optimization	9.8	6.2
Total operating model optimization	\$ 9.8	\$ 24.4

5. Net other consisted of the following adjustments:

	Three Months Ended March 31,	
	2025	2024
Deferred loan fee expense from debt prepayments and refinancing	\$ (0.1)	\$ 3.1
Currency remeasurement on foreign operations	(0.6)	2.6
Legal and regulatory expenses, net	(56.0)	—
Other non-operating (income) and expense	—	0.2
Total other adjustments	\$ (56.7)	\$ 5.9

6. Total adjustments for income taxes represents the total of adjustments discussed to calculate the Adjusted Provision for Income Taxes.

Adjusted Net Income

For the three months ended March 31, 2025, Adjusted Net Income increased primarily due to an increase in operating income and a decrease in net interest expense, partially offset by an increase in the Adjusted Provision for Income Taxes due to a higher adjusted tax rate as discussed below.

Adjusted Provision for Income Taxes and Adjusted Effective Tax Rate

	Three Months Ended March 31,	
	2025	2024
Income before income taxes	\$ 193.8	\$ 83.0
Total adjustments before income tax items from Adjusted Net Income table above	92.3	154.3
Adjusted income before income taxes	<u>\$ 286.1</u>	<u>\$ 237.3</u>
Reconciliation of Provision for income taxes to Adjusted Provision for Income Taxes:		
Provision for income taxes	(41.0)	(13.0)
Adjustments for income taxes:		
Tax effect of above adjustments	(32.3)	(35.0)
Eliminate impact of excess tax expense for stock-based compensation	0.5	1.0
Other ¹	(0.9)	(6.4)
Total adjustments for income taxes	<u>\$ (32.7)</u>	<u>\$ (40.4)</u>
Adjusted Provision for Income Taxes	<u>\$ (73.7)</u>	<u>\$ (53.4)</u>
Effective tax rate	21.2 %	15.7 %
Adjusted Effective Tax Rate	25.8 %	22.5 %

As a result of displaying amounts in millions, rounding differences may exist in the table above.

1. Other adjustments for income taxes include:

	Three Months Ended March 31,	
	2025	2024
Deferred tax adjustments	\$ (4.6)	\$ (5.1)
Valuation allowance adjustments	2.3	0.2
Return to provision, audit adjustments and reserves related to prior periods	1.0	(0.9)
Other adjustments	0.4	(0.5)
Total other adjustments	<u>\$ (0.9)</u>	<u>\$ (6.4)</u>

Adjusted Provision for Income Taxes

We reported an adjusted tax rate of 25.8% for the three months ended March 31, 2025, which is higher than the 21.0% U.S. federal corporate statutory rate, primarily due to increases for state taxes, foreign rate differential, and foreign withholding taxes, partially offset by benefits from the research and development credit.

We reported an adjusted tax rate of 22.5% for the three months ended March 31, 2024, which is higher than the 21.0% U.S. federal corporate statutory rate, primarily due to increases for state taxes and foreign withholding taxes, partially offset by benefits from the foreign rate differential and the research and development credit.

Leverage Ratio

	Trailing Twelve Months Ended March 31, 2025
Reconciliation of Net income attributable to TransUnion to Adjusted EBITDA:	
Net income attributable to TransUnion	\$ 367.3
Net interest expense	221.0
Provision for income taxes	126.9
Depreciation and amortization	542.6
EBITDA	\$ 1,257.7
Adjustments to EBITDA:	
Stock-based compensation	\$ 127.5
Mergers and acquisitions, divestitures and business optimization ¹	35.2
Accelerated technology investment ²	85.7
Operating model optimization program ³	80.3
Net other ⁴	(41.1)
Total adjustments to EBITDA	\$ 287.6
Leverage Ratio Adjusted EBITDA	\$ 1,545.3
Total debt	\$ 5,130.8
Less: Cash and cash equivalents	609.9
Net Debt	\$ 4,521.0
Ratio of Net Debt to Net income attributable to TransUnion	12.3
Leverage Ratio	2.9

As a result of displaying amounts in millions, rounding differences may exist in the table above.

1. Mergers and acquisitions, divestitures and business optimization consisted of the following adjustments:

	Trailing Twelve Months Ended March 31, 2025
Transaction and integration costs	\$ 14.2
Fair value and impairment adjustments	20.8
Post-acquisition adjustments	0.1
Total mergers and acquisitions, divestitures and business optimization	\$ 35.2

2. Represents expenses associated with our accelerated technology investment to migrate to the cloud. There are three components of the accelerated technology investment: (i) building foundational capabilities which includes establishing a modern, API-based and services-oriented software architecture, (ii) the migration of each application and customer data to the new enterprise platform including the redundant software costs during the migration period, as well as the efforts to decommission the legacy system, and (iii) program enablement, which includes dedicated resources to support the planning and execution of the program. The amounts for each category of cost are as follows:

	Trailing Twelve Months Ended March 31, 2025
Foundational Capabilities	\$ 36.3
Migration Management	45.6
Program Enablement	3.8
Total accelerated technology investment	\$ 85.7

3. Operating model optimization consisted of the following adjustments:

	Trailing Twelve Months Ended March 31, 2025
Employee separation	\$ 7.9
Facility exit	40.7
Business process optimization	31.7
Total operating model optimization	\$ 80.3

4. Net other consisted of the following adjustments:

	Trailing Twelve Months Ended March 31, 2025
Deferred loan fee expense from debt prepayments and refinancings	\$ 14.6
Other debt financing expenses	2.3
Currency remeasurement on foreign operations	(1.1)
Legal and regulatory expenses, net	(56.0)
Other non-operating (income) and expense	(1.0)
Total other adjustments	\$ (41.1)

Application of Critical Accounting Estimates

We prepare our consolidated financial statements in conformity with GAAP. The notes to our unaudited consolidated financial statements include disclosures about our significant accounting policies. These accounting policies require us to make certain judgments and estimates in reporting our operating results and our assets and liabilities. See Part II, Item 7, “Application of Critical Accounting Estimates” and Part II, Item 8, Note 1, “Significant Accounting Policies” of our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission on February 13, 2025, for additional information about our critical accounting estimates.

Liquidity and Capital Resources

Overview

Our principal sources of liquidity are cash flows provided by operating activities, cash and cash equivalents on hand, and our Senior Secured Revolving Line of Credit. Our principal uses of liquidity are working capital, capital expenditures, debt service and other capital structure obligations, business acquisitions, dividends, and other general corporate purposes. We believe our cash on hand, cash generated from operations and funds available under the Senior Secured Revolving Line of Credit will be sufficient to fund our planned capital expenditures, debt service and other capital structure obligations, business acquisitions, dividends, and operating needs for at least the next twelve months. Our ability to maintain adequate liquidity for our operations in the future is dependent upon a number of factors, including our revenue, macroeconomic conditions, our ability to contain costs, including capital expenditures, and to collect accounts receivable, and various other factors, many of which are beyond our control. We will continue to monitor our liquidity position and may elect to raise funds through debt or equity financing in the future to fund significant investments or acquisitions that are consistent with our growth strategy.

Cash and cash equivalents totaled \$609.9 million and \$679.5 million at March 31, 2025 and December 31, 2024, respectively, of which \$485.6 million and \$432.2 million was held outside the United States in each respective period. As of March 31, 2025, we had no outstanding balance under the Senior Secured Revolving Credit Facility and \$1.2 million of outstanding letters of credit and could have borrowed up to the remaining \$598.8 million available.

We also have the ability to request incremental loans on the same terms under the existing Senior Secured Credit Facility up to the greater of an additional \$1,000.0 million and 100% of Consolidated EBITDA. In addition, as long as the senior secured net leverage ratio does not exceed 4.25-to-1, we may incur additional incremental loans, subject to certain additional conditions and commitments by existing or new lenders to fund any additional borrowings.

Each year, the Company may be required to make additional principal payments on the Senior Secured Term Loan B based on excess cash flows of the prior year, as defined in the agreement. There were no excess cash flows for 2024 and therefore no

additional payment will be required in 2025. See Part I, Item 1, “Financial Information - Notes to Unaudited Consolidated Financial Statements,” Note 10, “Debt” for additional information about our debt.

With certain exceptions, the Senior Secured Credit Facility obligations are secured by a first-priority security interest in substantially all of the assets of Trans Union LLC, including its investments in subsidiaries. The Senior Secured Credit Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, make certain investments, and may be required to make certain restricted payments. The senior secured net leverage ratio must not exceed 5.5-to-1 at any such measurement date.

In the first quarter of 2025, we paid dividends of \$0.115 per share totaling \$22.6 million. Dividends declared accrue to outstanding restricted stock units and are paid to employees as dividend equivalents when the restricted stock units vest. While we currently expect to continue to pay quarterly dividends, any determination to pay dividends in the future will be at the discretion of our Board and will depend on a number of factors, including our liquidity, results of operations, financial condition, contractual restrictions, restrictions imposed by applicable law and other factors that our Board deems appropriate. We currently have capacity and intend to continue to pay a quarterly dividend, subject to approval by our Board.

On February 11, 2025, our Board authorized the 2025 Repurchase Plan. Repurchases may be made from time to time at management’s discretion, at prices management considers to be attractive, through open market purchases, privately negotiated transactions or otherwise, including pursuant to a Rule 10b5-1 plan, hybrid open market repurchases or an accelerated share repurchase transaction, subject to availability. Open market purchases are conducted in accordance with the limitations set forth in Rule 10b-18 of the Exchange Act and other applicable legal requirements.

We have no obligation to repurchase additional shares, and the timing, actual number and value of the shares that are repurchased, if any, are at the discretion of management and depend on a number of factors, including market conditions, the cost of repurchasing shares, the availability of alternative investment opportunities, liquidity, and other factors deemed appropriate. Repurchases may be suspended, terminated or modified at any time for any reason and the 2025 Repurchase Plan does not have an expiration date.

Repurchased shares are retired, resulting in a reduction to common stock at par with the remainder to additional paid-in capital. Once repurchased, the shares are returned to the status of authorized but unissued shares of the Company and reduce the weighted average number of shares of common stock outstanding for purposes of calculating basic and diluted earnings per share. During the three months ended March 31, 2025, the Company repurchased approximately 63,000 shares of common stock for a total of \$5.4 million, including commissions and excise taxes, under this program. The average price paid per share was \$84.86. As of March 31, 2025, \$494.7 million remains available for repurchases under the 2025 Repurchase Plan.

Sources and Uses of Cash

	Three Months Ended March 31,		
	2025	2024	Change
Cash provided by operating activities	\$ 52.5	\$ 54.0	\$ (1.5)
Cash used in investing activities	(86.6)	(62.4)	(24.2)
Cash used in financing activities	(40.6)	(31.3)	(9.3)
Effect of exchange rate changes on cash and cash equivalents	5.1	(2.9)	8.0
Net change in cash and cash equivalents	<u>\$ (69.6)</u>	<u>\$ (42.6)</u>	<u>\$ (27.0)</u>

Operating Activities

The decrease in cash provided by operating activities was primarily due to the timing of accounts receivable collections and higher bonus payouts in 2025 compared with 2024, mostly offset by improved operating performance and lower interest expense.

Investing Activities

The increase in cash used in investing activities was primarily due to a current year investment in a note receivable and an increase in capital expenditures.

Financing Activities

Cash used in financing activities was higher primarily due to stock buybacks in 2025.

Capital Expenditures

We make capital expenditures to grow our business by developing new and enhanced capabilities, to increase the effectiveness and efficiency of the organization and to reduce risks. We make capital expenditures for product development, disaster recovery, security enhancements, regulatory compliance and the replacement and upgrade of existing equipment at the end of its useful life.

Cash paid for capital expenditures increased \$6 million, from \$62.4 million for the three months ended March 31, 2024, to \$68.4 million for the three months ended March 31, 2025. Capital expenditures as a percent of revenue represented 6.2% and 6.1% for the three months ended March 31, 2025 and 2024, respectively.

Debt

Hedges

In 2024, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loan or similar replacement debt. The swaps commenced on December 31, 2024, and expire on December 31, 2027, with a current aggregate notional amount of \$1,095.7 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 3.0650% and 3.9925% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

On December 23, 2021, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loan or similar replacement debt. The swaps commenced on December 31, 2021, and expire on December 31, 2026, with a current aggregate notional amount of \$1,548.0 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 1.3800% and 1.3915% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

On March 10, 2020, we entered into interest rate swap agreements with various counterparties that effectively fix our variable interest rate exposure on a portion of our Senior Secured Term Loans or similar replacement debt. The swaps commenced on June 30, 2022, and expire on June 30, 2025, with a current aggregate notional amount of \$1,055.0 million that amortizes each quarter. The swaps require us to pay fixed rates varying between 0.8680% and 0.8800% in exchange for receiving a variable rate that matches the variable rate on our loans. We have designated these swap agreements as cash flow hedges.

Effect of Certain Debt Covenants

A breach of any of the covenants under the agreements governing our debt could limit our ability to borrow funds under the Senior Secured Revolving Line of Credit and could result in a default under the Senior Secured Credit Facility. Upon the occurrence of an event of default under the Senior Secured Credit Facility, the lenders could elect to declare all amounts then outstanding to be immediately due and payable, and the lenders could terminate all commitments to extend further credit. If we were unable to repay the amounts declared due, the lenders could proceed against any collateral granted to them to secure that indebtedness.

With certain exceptions, the Senior Secured Credit Facility obligations are secured by a first-priority security interest in substantially all of the assets of Trans Union LLC, including its investment in subsidiaries. The Senior Secured Credit Facility contains various restrictions and nonfinancial covenants, along with a senior secured net leverage ratio test. The nonfinancial covenants include restrictions on dividends, investments, dispositions, future borrowings and other specified payments, as well as additional reporting and disclosure requirements. The senior secured net leverage test must be met as a condition to incur additional indebtedness, make certain investments, and may be required to make certain restricted payments. The senior secured net leverage ratio must not exceed 5.5-to-1 at any such measurement date. Under the terms of the Senior Secured Credit Facility, TransUnion may make dividend payments up to the greater of \$100 million or 10.0% of Consolidated EBITDA per year, or an unlimited amount provided that no default or event of default exists and so long as the total net leverage ratio does not exceed 4.75-to-1. As of March 31, 2025, we were in compliance with all debt covenants.

Our ability to meet our liquidity needs or to pay dividends on our common stock depends on our subsidiaries' earnings, the terms of their indebtedness, and other contractual restrictions.

For additional information about our debt and hedge, see Part I, Item 1, "Financial Information - Notes to Unaudited Consolidated Financial Statements," Note 10, "Debt."

Contractual Obligations

Refer to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024 in Part II, Item 8, "Financial Statements and Supplementary Data – Notes to Consolidated Financial Statements," Note 13, "Debt" and Note 20,

“Commitments” for information about our long-term debt obligations, noncancelable lease obligations, and noncancelable purchase obligations as of December 31, 2024.

Recent Accounting Pronouncements

See Part I, Item 1, “Financial Information - Notes to Unaudited Consolidated Financial Statements,” Note 1, “Significant Accounting Policies” for information about recent accounting pronouncements and the impact on our consolidated financial statements.

Cautionary Notice Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q, including the exhibits hereto, contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on the current beliefs and expectations of TransUnion’s management and are subject to significant risks and uncertainties. Actual results may differ materially from those described in the forward-looking statements. Any statements made in this report that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements include information concerning possible or assumed future results of operations, including descriptions of our business plans and strategies. These statements often include words such as “anticipate,” “expect,” “guidance,” “suggest,” “plan,” “believe,” “intend,” “estimate,” “target,” “project,” “should,” “could,” “would,” “may,” “will,” “forecast,” “outlook,” “potential,” “continues,” “seeks,” “predicts,” or the negatives of these words and other similar expressions.

Factors that could cause actual results to differ materially from those described in the forward-looking statements, or that could materially affect our financial results or such forward-looking statements include:

- macroeconomic effects and changes in market conditions, including the impact of tariffs, inflation, risk of recession, and industry trends and adverse developments in the debt, consumer credit and financial services markets, including the impact on the carrying value of our assets in all of the markets where we operate;
- our ability to provide competitive services and prices;
- our ability to retain or renew existing agreements with large or long-term customers;
- our ability to maintain the security and integrity of our data;
- our ability to deliver services timely without interruption;
- our ability to maintain our access to data sources;
- government regulation and changes in the regulatory environment;
- litigation or regulatory proceedings;
- our approach to the use of artificial intelligence;
- our ability to effectively manage our costs;
- our efforts to execute our transformation plan and achieve the anticipated benefits and savings;
- our ability to maintain effective internal control over financial reporting or disclosure controls and procedures;
- economic and political stability in the United States and risks associated with the international markets where we operate;
- our ability to effectively develop and maintain strategic alliances and joint ventures;
- our ability to timely develop new services and the market’s willingness to adopt our new services;
- our ability to manage and expand our operations and keep up with rapidly changing technologies;
- our ability to acquire businesses, successfully secure financing for our acquisitions, timely consummate our acquisitions, successfully integrate the operations of our acquisitions, control the costs of integrating our acquisitions and realize the intended benefits of such acquisitions;
- our ability to protect and enforce our intellectual property, trade secrets and other forms of unpatented intellectual property;
- our ability to defend our intellectual property from infringement claims by third parties;
- the ability of our outside service providers and key vendors to fulfill their obligations to us;
- further consolidation in our end-customer markets;
- the increased availability of free or inexpensive consumer information;
- losses against which we do not insure;
- our ability to make timely payments of principal and interest on our indebtedness;
- our ability to satisfy covenants in the agreements governing our indebtedness;

- our ability to maintain our liquidity;
- stock price volatility;
- share repurchase plans;
- dividend rate;
- our reliance on key management personnel; and
- changes in tax laws or adverse outcomes resulting from examination of our tax returns.

There may be other factors, many of which are beyond our control, that may cause our actual results to differ materially from the forward-looking statements, including factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024, and any subsequent Quarterly Report on Form 10-Q or Current Report on Form 8-K filed with the Securities and Exchange Commission, and in this report under the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” You should evaluate all forward-looking statements made in this report in the context of these risks and uncertainties.

The forward-looking statements contained in this report speak only as of the date of this report. We undertake no obligation to publicly release the result of any revisions to these forward-looking statements to reflect the impact of events or circumstances that may arise after the date of this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no other material changes from the quantitative and qualitative disclosures about market risk included in our Annual Report on Form 10-K for the year ended December 31, 2024.

In the normal course of business, we are exposed to market risk, primarily from changes in variable interest rates and foreign currency exchange rates, which could impact our results of operations and financial position. We manage the exposure to this market risk through our regular operating and financing activities. We may use derivative financial instruments, such as foreign currency and interest rate hedges, but only as a risk management tool and not for speculative or trading purposes.

Interest Rate Risk

Our Senior Secured Credit Facility consists of Senior Secured Term Loans and a \$600.0 million Senior Secured Revolving Line of Credit. The variable interest rates on these borrowings are based, at our election, on Term SOFR or an alternate base rate, subject to floors, plus applicable margins based on applicable net leverage ratios. As of March 31, 2025, essentially all of our outstanding debt was variable-rate debt. Approximately 71.6% of our variable-rate debt is hedged with interest rate swaps. During the three months ended March 31, 2025, a 10% change in the average Term SOFR rates utilized in the calculation of our actual interest expense would have increased our annual interest expense by approximately \$6 million.

Based on the amount of unhedged outstanding variable-rate debt, we have a material exposure to interest rate risk. In the future our exposure to interest rate risk may change due to changes in the amount borrowed, changes in interest rates, or changes in the amount we have hedged. The amount of our outstanding debt, and the ratio of fixed-rate debt to variable-rate debt, can be expected to vary as a result of future business requirements, market conditions or other factors.

See Part I, Item 1, “Financial Information - Notes to Unaudited Consolidated Financial Statements,” Note 10, “Debt” for additional information about interest rates on our debt.

Foreign Currency Exchange Rate Risk

A substantial majority of our revenue, expense and capital expenditure activities are transacted in U.S. dollars. However, we transact business in a number of foreign currencies, including British pounds sterling, the South African rand, the Canadian dollar, the Indian rupee, the Colombian peso and the Brazilian real. In reporting the results of our foreign operations, we benefit from a weaker U.S. dollar and are adversely affected by a stronger U.S. dollar relative to the foreign currencies.

We are required to translate the assets and liabilities of our foreign subsidiaries that are measured in foreign currencies at the applicable period-end exchange rate in our Consolidated Balance Sheets. We are required to translate revenue and expenses at the average exchange rates prevailing during the year in our Consolidated Statements of Operations. The resulting translation adjustment is included in other comprehensive income as a component of stockholders’ equity. Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in other income and expense as incurred.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. The term “disclosure controls and procedures” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms.

Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of March 31, 2025, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Controls over Financial Reporting

During the quarter covered by this report, there have been no changes in our internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

None.

ITEM 1. LEGAL PROCEEDINGS

General

Refer to Part I, Item 3, “Legal Proceedings,” of our Annual Report on Form 10-K for the year ended December 31, 2024, and Part II, Item 1, “Legal Proceedings” of all subsequently filed Quarterly Reports on Form 10-Q, including this Quarterly Report, and Part I, Item 1, Note 15 “Contingencies,” of this Quarterly Report for a full description of our material pending legal and regulatory matters.

ITEM 1A. RISK FACTORS

In addition to the other information included in this report, you should carefully consider the factors discussed in Part I, Item 1A “Risk Factors” included in our Annual Report on Form 10-K for the year ended December 31, 2024, and any subsequently filed Quarterly Reports on Form 10-Q, as well as the factors identified under “Cautionary Statement Regarding Forward-Looking Statements” at the end of Part I, Item 2 of this Quarterly Report on Form 10-Q, which could materially affect our business, financial condition or future results. The risks described in these reports are not the only risks facing TransUnion. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition, and operating results.

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

(a) Recent Sales of Unregistered Securities

Not applicable.

(b) Use of Proceeds

Not applicable.

(c) Issuer Purchases of Equity Securities

	Total Number of Shares Purchased ¹	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value, in millions, of Shares that May Yet Be Purchased Under the Plans or Programs ²
January 1 to January 31	14,126	\$ 96.05	—	\$ 500.0
February 1 to February 28	45,447	94.75	—	\$ 500.0
March 1 to March 31	64,166	84.12	63,353	\$ 494.7
Total	123,739	\$ 89.38	63,353	

1. The total number of shares purchased includes: (a) shares that were repurchased from employees for withholding taxes on restricted stock units vesting pursuant to the terms of the Company’s equity compensation plans and net settled; and (b) shares purchased pursuant to our publicly announced share repurchase program (the “2025 Repurchase Plan.”)

2. On February 11, 2025, our Board authorized the repurchase of up to \$500.0 million of our common stock. Repurchases may be made from time to time at management’s discretion at prices management considers to be attractive through open market purchases, privately negotiated transactions, or otherwise, including pursuant to a Rule 10b5-1 plan, hybrid open market repurchases or an accelerated share repurchase transaction, subject to availability. Open market purchases are conducted in accordance with the limitations set forth in Rule 10b-18 of the Exchange Act and other applicable legal requirements. We have no obligation to repurchase additional shares, and the timing, actual number and value of the shares that are repurchased, if any, are at the discretion of management and depend on a number of factors, including market conditions, the cost of repurchasing shares, the availability of alternative investment opportunities, liquidity, and other factors deemed appropriate. Repurchases may be suspended, terminated or modified at any time for any reason and the 2025 Repurchase Plan does not have an expiration date. Any repurchased shares are retired and returned to the status of authorized but unissued shares of the Company. This new share repurchase authorization replaces all previous authorizations.

ITEM 5. OTHER INFORMATION

On March 12, 2025, Todd M. Cello, Executive Vice President, Chief Financial Officer, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 10,000 shares of the Company's common stock until March 13, 2026.

ITEM 6. EXHIBITS

3.1	Third Amended and Restated Certificate of Incorporation of TransUnion (Incorporated by reference to Exhibit 3.1.2 to TransUnion's Current Report on Form 8-K filed May 18, 2020).
3.2	Fifth Amended and Restated Bylaws of TransUnion amended as of February 21, 2024 (Incorporated by reference to Exhibit 3.1 to TransUnion's Current Report on Form 8-K filed February 27, 2024).
10.1†	Retirement and Transition Agreement, dated as of January 31, 2025, by and between TransUnion and Timothy Martin (Incorporated by reference to Exhibit 10.1 to TransUnion's Current Report on Form 8-K filed February 5, 2025).
10.2†	TransUnion 2015 Employee Stock Purchase Plan, as amended as of February 19, 2025 (Incorporated by reference to Exhibit 10.1 to TransUnion's Current Report on Form 8-K filed February 24, 2025).
10.3***†	TransUnion Amended and Restated 2015 Omnibus Incentive Plan Award Agreement, with respect to Restricted Stock Units (for awards granted on or after February 28, 2025).
10.4***†	TransUnion Amended and Restated 2015 Omnibus Incentive Plan Award Agreement, with respect to Performance Share Units (for awards granted on or after February 28, 2025).
31.1**	TransUnion Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2**	TransUnion Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32**	TransUnion Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.SCH**	XBRL Taxonomy Extension Schema Document.
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document.
104	The cover page from this Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, formatted in Inline XBRL (included with Exhibit 101 attachments).

** Filed or furnished herewith.

† Identifies management contracts and compensatory plans or arrangement.

SIGNATURES

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

	TransUnion
April 24, 2025	By <u>/s/ Todd M. Cello</u> Todd M. Cello Executive Vice President, Chief Financial Officer (Principal Financial Officer)
April 24, 2025	By <u>/s/ Jennifer A. Williams</u> Jennifer A. Williams Senior Vice President, Chief Accounting Officer (Principal Accounting Officer)

**TRANSUNION
SECOND AMENDED AND RESTATED 2015 OMNIBUS INCENTIVE PLAN**

**GRANT NOTICE
RESTRICTED STOCK UNITS**

TransUnion (the “Company”), pursuant to the TransUnion Second Amended and Restated 2015 Omnibus Incentive Plan (the “Plan”), hereby grants to the Participant identified below an award of Restricted Stock Units that are contingent upon the Participant’s continued employment (the “Restricted Stock Units”) in such numbers as set forth below. Any reference hereunder to an “Award” shall mean, collectively or individually, Restricted Stock Units. Awards are subject to all of the terms and conditions as set forth herein, in the Award Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

Participant:

#ParticipantName#

Date of Grant:

#GrantDate#

Number of Restricted Stock Units:

#QuantityGranted#

Dividend Equivalents:

The holder of an outstanding Award shall be entitled to be paid dividend equivalent payments (in respect of the payment by the Company of dividends on shares of Common Stock) either in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends. Such dividend equivalents shall be subject to the vesting of the applicable Award to which the dividend equivalent relates and shall be payable at the same time as such applicable Award is settled. If such Award is forfeited without vesting, the Participant shall have no right to such dividend equivalent payments.

Vesting Schedule:

[•]

1. Vesting of Restricted Stock Units. Except as provided otherwise in Sections 2 and 3 below, Restricted Stock Units will become vested if and only if the Participant remains continuously employed by the Company Group during the vesting schedule specified above.

2. Termination of Employment. If the Participant’s employment with the Company Group terminates for any reason while any Award remains outstanding and eligible to vest, the Participant shall forfeit all unvested Awards (and, as a result, shall forfeit all shares of

Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid pursuant to such Award); provided, however, that

(a) if termination results from the Participant's Disability or death, then the Restricted Stock Units granted hereunder will vest immediately in full on the date of such termination (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Restricted Stock Units); and

(b) if termination results from the Participant's Retirement and the Participant timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then with respect to any Award that was granted in a calendar year prior to the calendar year of Retirement, with respect to each Tranche that is unvested as of the date of such Retirement a prorated portion of the Restricted Stock Units, based on the number of full and partial months worked during the vesting period beginning on the date of grant and ending on the vesting date applicable to such Tranche (the "Proration Factor"), will vest immediately (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Restricted Stock Units). The number of prorated Restricted Stock Units that vest in connection with a Retirement shall be calculated by multiplying the number of Restricted Stock Units eligible to vest with respect to each such Tranche by the Proration Factor.

3. Change in Control. If a Change in Control occurs, the following provisions shall apply with respect to the vesting of the Awards:

(a) To the extent the successor entity in the Change in Control does not assume the Awards or substitute the Awards with an equivalent award on terms that are no less favorable to the Participant as compared to the Award, the Restricted Stock Units granted hereunder will vest immediately in full upon the effective date of the Change in Control (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Restricted Stock Units); and

(b) To the extent the successor entity in the Change in Control assumes the Awards or substitutes the Awards with an equivalent award on terms that are no less favorable to the Participant as compared to the Award, a "Qualifying Termination" (as such term is used in Section 12(c) of the Plan) shall mean a Triggering Event occurring prior to the second anniversary of the effective date of such Change in Control, and the Restricted Stock Units granted hereunder will vest immediately in full upon a Triggering Event (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Restricted Stock Units).

4. Definitions. For the purposes of this Grant Notice:

(a) “Constructive Termination” means the occurrence of any one or more of the following events without the Participant's written consent: (i) with respect to any Participant holding the title of Director or above, any reduction in position, overall responsibilities, level of authority, title or level of reporting; (ii) a reduction in the Participant's base compensation and annual incentive compensation opportunity, measured in the aggregate, which is not the result of a uniformly applied adjustment across all similarly situated personnel within the Company; or (iii) a requirement that the Participant's location of employment be relocated by more than fifty (50) miles from the Participant's then-current location, provided, that any such event shall constitute a Constructive Termination only if the Participant gives written notice to the Committee within ten (10) days of the later of its occurrence or Executive's knowledge thereof, the circumstances giving rise to the Constructive Termination are not cured within thirty (30) business days of such notice, and the Participant resigns from employment within sixty (60) days following such failure to cure. In the event that the Participant is a party to an employment, severance, retention or other similar agreement with the Company (or a successor entity) that defines a termination on account of “Constructive Termination,” “Good Reason” or “Breach of Agreement” (or a term having similar meaning), such definition shall apply as the definition of “Constructive Termination” for purposes hereof in lieu of the foregoing.

(b) “Retirement” means termination of employment with the Company Group (for any reason other than Disability, death or Cause) at a time when (i) the Participant has attained the age of 55, (ii) the sum of the Participant's age plus completed years of service with the Company Group is at least 65, (iii) the Participant has completed at least five (5) years of service with the Company Group, and (iv) the Participant does not have an offer for and has not accepted employment with any other for profit business on financial terms and conditions substantially similar to those provided by the Company prior to the Vesting Date; provided, however, that unless the Committee agrees otherwise, no termination of employment shall be a Retirement unless the Participant has provided at least sixty (60) days' advance written notice of the Participant's intent to retire.

(c) “Triggering Event” means (i) the Participant's employment with the Company Group is terminated by the Company Group for any reason other than on account of death, Disability or Cause or (ii) the occurrence of a Constructive Termination.

* * *

THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS GRANT NOTICE WITH RESPECT TO RESTRICTED STOCK UNITS, THE AWARD AGREEMENT AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF AWARDS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS GRANT NOTICE, THE AWARD AGREEMENT AND THE PLAN.

To the extent that the Company has established, either itself or through a third-party plan administrator, the ability to accept this award electronically, such acceptance shall constitute the Participant’s signature hereof.

Notwithstanding anything contained in the Grant Notice or the Award Agreement for this Award, in the event that the Participant does not affirmatively accept this Award (in a manner prescribed by the Company) prior to the first vesting date of the Award, this Award and the Restricted Stock Units subject to this Award will automatically and without further action be cancelled and terminated without consideration, and the Participant will have no further right or interest therein.

TRANSUNION

PARTICIPANT

By: [•]
Title: [•]

#Signature#

#AcceptanceDate#

**TRANSUNION
SECOND AMENDED AND RESTATED 2015 OMNIBUS INCENTIVE PLAN**

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

Pursuant to the Grant Notice with respect to Restricted Stock Units or Performance Share Units (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Award Agreement (including any addenda or exhibits) (this “Award Agreement”) and the TransUnion Second Amended and Restated 2015 Omnibus Incentive Plan (the “Plan”), TransUnion (the “Company”) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

The Award along with Participant’s continued employment, access to Confidential Information and customer relationships and other professional benefits, constitutes mutually agreed-upon consideration for the post-termination obligations set forth herein. The Participant further acknowledges that the Participant had the option of declining the Award and thereby declining to enter into this Award Agreement, including Sections 6 through 12, and freely chose to enter into this Award Agreement.

1. **Grant of Restricted Stock Units or Performance Share Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Restricted Stock Units (“Restricted Stock Units”) or Performance Share Units (“Performance Share Units”) provided in the Grant Notice (with each Restricted Stock Unit and each Performance Share Unit representing an unfunded, unsecured right to receive one share of Common Stock upon vesting). Any reference hereunder to an “Award” shall mean, collectively or individually, Restricted Stock Units or Performance Share Units, as applicable. The Company may make one or more additional grants of Awards to the Participant under this Award Agreement by providing the Participant with a new Grant Notice, which may also include any terms and conditions differing from this Award Agreement to the extent provided therein. The Company reserves all rights with respect to the granting of additional Awards hereunder and makes no implied promise to grant additional Awards.

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awards shall vest and the restrictions on such Awards shall lapse as provided in the Grant Notice.

3. **Settlement of Awards.** The provisions of Section 9(d) of the Plan are incorporated herein by reference and made a part hereof.

4. **Treatment of Awards Upon Termination.** Except as provided in the Grant Notice, the provisions of Section 9(c)(ii) of the Plan are incorporated herein by reference and made a part hereof.

5. **Definition of Confidential Information.** “Confidential Information” shall mean any and all trade secrets (as defined by the Uniform Trade Secret laws or the Defend Trade Secrets Act, 18 U.S.C. § 1833, et seq.) and other confidential, proprietary and/or non-public information that the Company takes reasonable steps to protect or keep secret, whether in hard-copy, electronic format, communicated orally or in any other format, that the Participant acquires or is exposed to by and through the Participant’s employment with the Company and that the Participant knows or has reason to know is confidential to the Company or that the Company specifically designates or treats confidential through its policies, procedures, or practices.

Confidential Information specifically includes, but is not limited to (i) Company methods of operation, systems and processes; (ii) information regarding the nature and type of services rendered and products sold by the Company; (iii) contracts and contract forms; (iv) the Company’s vendor, supplier, business partner lists and information; (v) technology developed by or for Company and all information derived therefrom, proprietary computer-based consulting tools and programs, pricing tools and programs, and operational tools and programs, screenshots and reports resulting therefrom, hardware/software licenses and designs, maintenance tools, product know-how and show-how, and all derivatives, improvements and enhancements to any of the above; (vi) names of and information regarding the Company’s current and former customers and prospects; (vii) information regarding the Company’s relationships with its customers and prospects, and sales and business records and reports with respect to such customers and prospects; (viii) pricing policies, matrices and architecture such as strategic profitability requirements in offering competitively priced products and services, specific customer pricing, quotation policies, quotations and bids to customers and prospects; (ix) particular customer and prospect information (whether or not publicly available to the extent it was specifically obtained the Company’s business efforts) developed or compiled by the Company, including without limitation contact names and details, data regarding its customer’s and prospect’s preferences and needs, and specific strategies for soliciting and maintaining each such customer and prospect; (x) Company personnel data and related information except for information relating solely to the Participant; (xi) the Company’s strategic plans, forecasts, anticipated or non-public projects or partnerships as it relates to its products or services; (xii) information received by the Company from third parties in confidence or pursuant to a duty of confidentiality; and (xiii) the Company’s discoveries, inventions, marketing and business plans, goals and strategies, financial data, business volume, research and development efforts and projections for any of the foregoing. All Confidential Information is, and shall at all times remain, the sole property of the Company.

Notwithstanding the foregoing, Confidential Information does not include information that is in the public domain or generally known to the public in the particular form thereof (in either case, exclusive of compiled information that may be created only with great effort or expense), other than information that became public as a result of a breach of a duty of confidentiality; information known to the Participant prior to first receipt of or access to such information in the course of the Participant's employment with the Company; or information rightfully received by the Participant outside the course of the Participant's employment with the Company from a

third party who does not owe the Company a duty of confidentiality with respect to such information.

6. **Non-Disclosure of Confidential Information.** Participant agrees that the Participant will use Confidential Information exclusively on behalf of the Company and will not, except in the normal and proper course of performing the Participant's duties on behalf of the Company, directly or indirectly, in any capacity, at any time during or after termination of the Participant's employment with the Company for whatever reason, whether said termination was voluntary or involuntary, disclose Confidential Information in any manner, or use Confidential Information for the Participant's benefit or on behalf of any Competitor or third party. The Participant further agrees that Participant will not copy or record or allow to be copied or recorded any Confidential Information for any purpose other than for use by or on behalf of the Company.

The Participant recognizes that the restrictions in this Section 6 shall survive the termination of the employment of the Participant with the Company for whatever reason, whether such termination was voluntary or involuntary, and the termination of this Award Agreement. The Participant's obligations under this Section 6 with respect to any specific Confidential Information shall cease when that specific portion of Confidential Information, in the same or an equally useable form to that maintained by the Company, becomes publicly known in its entirety and without combining portions of such information obtained separately, other than as a result of a breach of a duty of confidentiality, or otherwise loses its confidential status. It is understood that such Confidential Information of the Company includes matters that the Participant conceives or develops while employed at the Company, as well as matters the Participant learns from other employees of the Company.

Pursuant to 18 U.S.C. § 1833(b), and as set forth fully therein, notice is hereby given that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Nothing in this Section prevents the Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, sexual assault, wage and hour violations or any other conduct that the Participant has reason to believe is unlawful or against public policy.

If Participant is requested, becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigation demand, court order, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by the non-disclosure requirements herein, Participant will

provide the Company with prompt notice of such request so that the Company may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Participant may furnish only that portion of Confidential Information that the Participant is legally compelled to disclose, and take all reasonable and necessary measures to continue to protect the Company's Confidential Information.

Further, Participant may disclose the terms and provisions of this Award Agreement as reasonably necessary to comply with the terms herein, to its legal and tax advisors, lenders, and banking institutions. Nothing in this Award Agreement prohibits Participant from voluntarily reporting possible violations of federal law or regulation to any governmental agency or entity, including the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Participant is not required to obtain prior authorization or a release from the Company to make such a report or disclosure, nor is Participant required to notify the Company of any such report or disclosure.

7. **Noncompetition**. The Participant acknowledges and agrees with the Company that the Participant's services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant's employment with the Company for any reason, or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents subject to this Award Agreement, as well as sales positions, ending on the date that is twelve (12) months following the termination of the Participant's employment with Company for any reason (as applicable, the "Restricted Period"), the Participant shall not, during the Participant's Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term "participate in" (with the term "participating in" having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.

8. **Geographic Scope**. The provisions of Section 7 shall apply to any territory, region or geography that the Participant serviced or had responsibility for on behalf of the Company or for which the Participant had access to Confidential Information about through the Participant's position and responsibilities at the Company during the twelve (12) months

preceding the termination of the Participant's employment, or during the period from the date of this Award Agreement to the date of the termination of the Participant's employment with the Company.

9. **Nonsolicitation of Restricted Customers.** The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant's employment with the Company for any reason, the Participant shall not, directly or indirectly, solicit, attempt to solicit, induce or attempt to induce, or call upon for purposes of offering Competitive Services to any Restricted Customer of the Company or in any way intentionally interfere with the relationship between any such Restricted Customer and the Company.

10. **Nonsolicitation of Restricted Employees, Agents or Business Partners.** The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant's employment with the Company for any reason, the Participant shall not, directly or indirectly, solicit, attempt to solicit, induce or attempt to induce any Restricted Employees, Agents or current or prospective Business Partners of the Company to terminate his or her employment or association with the Company.

11. **Duty to Disclose Agreement and Report New Employer.** The Participant acknowledges that the Company has a legitimate business purpose in the protection of its trade secrets, proprietary information, competitive position, methods of operation, processes, products, procedures, customers, prospects and vendors. The Participant also recognizes and agrees that the Company has the right to such information as is reasonably necessary to inform the Company whether the terms of this Award Agreement are being complied with. Accordingly, Participant agrees that during Participant's applicable Restricted Period as set forth in Section 7 ("Noncompetition") following the Participant's termination of employment for any reason, he/she will promptly and forthrightly provide any potential new employer with a copy of this Award Agreement and notify them of his/her obligations contained herein prior to accepting employment. At least five (5) days prior to beginning employment with a new employer set forth as a Competitor in Paragraph 14(b) herein, the Participant also agrees to provide the Company with the identity of his/her new employer(s) and a description of the services being provided by the Participant in sufficient detail to allow the Company to reasonably determine whether such activities fall within the scope of activities prohibited by the provisions of this Award Agreement.

12. **Nondisparagement.** The Participant shall not, directly or indirectly, disparage the Company and/or communicate, either in writing or orally, any statement that bears negatively on the Company's reputation, services, products, principals, customers, policies, adherence to the law (unless otherwise required by law), shareholders, officers, directors, officials, executives, employees, agents, representatives, business or other legitimate interests of the Company. Nothing in this Section prevents the Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination,

retaliation, sexual assault, wage and hour violations or any other conduct that the Participant has reason to believe is unlawful or against public policy.

13. **Acknowledgments.** The Participant acknowledges that the restrictions contained in this Award Agreement do not preclude the Participant from earning a livelihood, nor do they unreasonably impose limitations on the Participant's ability to earn a living. The Participant agrees and acknowledges that the potential harm to the Company resulting from the non-enforcement of Sections 6 through 10 outweighs any potential harm to the Participant of the enforcement of such provisions by injunction or otherwise. The Participant acknowledges that the Participant has carefully read this Award Agreement and has given careful consideration to the restraints imposed upon the Participant by this Award Agreement and is in full agreement regarding their necessity for the reasonable and proper protection of the business goodwill and competitive positions of the Company now existing or to be developed in the future and that each and every restraint imposed by this Award Agreement is reasonable with respect to subject matter, time period and geographical area. Notwithstanding the foregoing or anything else to the contrary contained herein, in the event that the Participant is a party to an employment, retention, severance or other similar agreement with the Company (or a successor entity) that contains provisions that conflict with Sections 6 through 10, or the applicable definitions, the corresponding provisions of such employment, retention, severance or other similar agreement shall apply and control. Finally, Participant acknowledges that depending on the jurisdiction in which the Participant resides or works, Sections 6 through 10, and 29 may be modified based on the jurisdiction-specific Addenda attached hereto.

14. **Certain Definitions.** For purposes of this Award Agreement, the following definitions will apply:

(a) "Company," as used in this Award Agreement with reference to employment shall include the Company and its subsidiaries.

(b) "Competitor" means any businesses or persons that has operations that generate more than 10% of their annual revenues from any line of business, product or service that competes with Company including, but not limited to, the following: LiveRamp Holdings, Inc.; The Dun & Bradstreet Corporation; Equifax, Inc.; Experian Group Limited; Fair Isaac Corporation; Reed Elsevier/LexisNexis; Verisk Analytics, Inc.; and Thomson Reuters Corporation.

(c) "Competitive Business Activity" means directly or indirectly working with, consulting on, or providing services relating to, developing, selling, or marketing the same or substantially similar products or services offered or being developed by the Company that the Participant worked with, had responsibility for, or about which the Participant received Confidential Information during the twelve (12) month period preceding the date of termination of the Participant's employment with the Company.

(d) "Competitive Service" means any product or service that competes with, or is meant to compete with, any product or service provided by the

Company that is the same or substantially similar to the products and services offered or being developed by the Company that the Participant worked with, had responsibility for, or about which the Participant received Confidential Information during the twelve (12) month period preceding the date of termination of the Participant's employment with the Company.

(e) "Participant," when used under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awards may be transferred in accordance with the Plan, shall be deemed to include such person or persons.

(f) "Restricted Customer" means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant's employment and with whom the Participant, in the twenty-four (24) months preceding his or her termination with the Company, either had (i) material contact with as part of the Participant's employment with Company; (ii) responsibility for soliciting or servicing its business on behalf of the Company or (iii) access to proprietary pricing, marketing, sales, or other Confidential Information with respect to such customer.

(g) "Restricted Employee, Agent or Business Partner" means each and every individual who is an employee, agent or business partner of the Company and (i) with whom the Participant had supervisory or managerial responsibility over or material contact with in the course of the Participant conducting business on behalf of the Company; or (ii) about whom the Participant had access to Confidential Information.

15. **Independent Legal Advice and Review Period.** The Participant acknowledges that the Participant has received a copy and read this Award Agreement, that the Participant has at least 14 days to review it and is hereby advised to consult an attorney regarding its terms and conditions (at his/her expense), although the Participant may choose to execute before the expiration of 14 days. The Participant agrees that the Participant is executing this Award Agreement voluntarily and in good faith and agrees that the restrictions on competition set forth in this Award Agreement are reasonable and necessary for the protection of the Company's business.

16. **Non-Transferability.** The Awards are not transferable by the Participant except to Permitted Transferees in accordance with Section 14(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awards, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awards shall terminate and become of no further effect.

17. **Rights as Stockholder; Additional Agreements.** The Participant or a permitted transferee of the Awards shall have no rights as a stockholder with respect to any

share of Common Stock underlying an Award unless and until the Participant shall have become the holder of record or the beneficial owner of such Common Stock and, subject to Section 12 of the Plan, no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, the Awards, or settlement of the Awards, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Tax Withholding.** The provisions of Section 14(d) of the Plan are incorporated herein by reference and made a part hereof; provided, that the Committee may allow a withholding of shares in excess of the minimum required statutory liability if the Committee determines that such excess withholding would not result in adverse accounting consequences.

19. **Clawback/Repayment.** All Awards granted under the Plan (or any successor plan), any shares of Common Stock or cash issued pursuant to an Award (including from dividend equivalent units), and any amount received with respect to any sale of any shares of Common Stock issued pursuant to an Award shall be and remain subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (1) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (2) applicable law, including, but not limited to, the applicable rules and regulations of the Securities and Exchange Commission and the NYSE or any other securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted. In addition, if the Participant receives any amount in excess of the amount that the Participant should have otherwise received under the terms of the Awards for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that the Participant shall be required to repay any such excess amount to the Company.

20. **Detrimental Activity.** Notwithstanding anything to the contrary contained in the Plan, the Grant Notice or this Award Agreement, if the Participant has engaged or engages in any Detrimental Activity (as defined in the Plan) or otherwise has violated Sections 6 through 10 of this Award Agreement, the Committee may, in its sole discretion, (1) cancel any or all of the Awards, and (2) require the Participant to forfeit any amount or gain realized due to the vesting of such Awards, and to repay any such amount or gain promptly to the Company.

21. **Protected Rights.** The Participant understands that nothing contained in this Award Agreement limits the Participant's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission

(“Government Agencies”). The Participant further understands that this Award Agreement does not limit the Participant’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Award Agreement shall limit the Participant’s ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

22. **Notice.** Every notice or other communication relating to this Award Agreement between the Company and the Participant shall be in writing, and shall be mailed, transmitted or delivered to the party for whom it is intended at such physical or electronic (e-mail) address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed, transmitted or delivered to the Company at its principal executive office, to the attention of the Company Secretary, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed or transmitted to the Participant at the Participant’s last known address or e-mail address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

23. **No Right to Continued Service.** This Award Agreement does not confer upon the Participant any right to continue as an employee or service provider to the Company.

24. **Binding Effect.** This Award Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto, each of the Company and its subsidiaries, and each of their respective Affiliates, shall have the right to enforce the provisions and obligations of this Award Agreement.

25. **Waiver and Amendments.** Except as otherwise set forth in Section 13 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Award Agreement shall be valid only if made in writing and signed by the parties hereto; *provided, however*, that any such waiver, alteration, amendment or modification may be consented to on the Company’s behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

26. **Severability.** Participant understands and agrees that the provisions of this Award Agreement are severable so that if any part or portion of any of the Award Agreement, or the Sections contained herein, shall be held to be void, unenforceable or contrary

to public policy, the remaining portion of the Award Agreement or Section shall remain in full force and effect.

27. **Enforceability and Remedies.** The Participant acknowledges that in the event of breach or threatened breach of any of the provisions of Sections 6-10, monetary damages shall not constitute a sufficient remedy, and that the Company will be irreparably harmed without adequate remedy at law. Consequently, in the event of any such threatened or actual breach, the Company, in addition to other rights and remedies existing in its favor, may seek and obtain specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof. Further, in the event that any term or provision of this Award Agreement is determined by a court or other adjudicative body to be unenforceable because of the duration or scope of such term or provision, then the duration or scope of such term or provision, as applicable, shall be reduced by the minimum extent necessary to be enforceable and such term or provision shall then be enforced, in its reduced form, according to the terms thereof. In the even that any term or provision of this Award Agreement is determined by a court or other adjudicative body to be unenforceable for any other reason, the illegality or invalidity of that term or provision shall not affect the enforceability of the remaining parts of this Award Agreement and the Award Agreement shall be construed and enforced as if the illegal or invalid term or provision had not been included.

28. **Legal Fees.** In the event that the Company initiates litigation to enforce any provision of this Award Agreement, including but not limited to Sections 6-10, and is the prevailing party in such litigation or efforts to enforce, the Company shall be entitled to recover from the Participant reasonable legal fees and costs, including reasonable attorneys' fees, incurred by the Company in connection with such litigation or efforts to enforce, in addition to any and all other rights and remedies.

29. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

30. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Award Agreement, the Plan shall govern and control.

31. **Section 409A.** It is intended that the Awards granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder. The certification by the Compensation Committee and payment with respect to the Awards will occur between January 1 and March 15 of the calendar year following the end of the Performance Period. The Company does not guarantee any particular tax effect with respect to the Awards.

32. **Successors and Assigns.** The terms and provisions of the Plan shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assignees, or nominees and the Participant, Participant's heirs, executors, and legal personal representative. Company may assign its rights under the Award Agreement to its subsidiaries, affiliates, successors and assignees, or nominees who will then have the right to enforce this Award Agreement. Participant's obligations under the Plan shall survive any assignment, regardless of the manner of or reasons for such assignment, and more specifically, changes in the Participant's terms and conditions of employment will not invalidate the covenants contained in Sections 6 through 10 herein.

* * *

JURISDICTION-SPECIFIC ADDENDA

The attached jurisdiction-specific addenda comprise additional country- and state-specific notices, disclaimers, and/or terms and conditions that apply to individuals who work or reside in the countries or states listed below and that may be material to the Participant's participation in the Plan. Such notices, disclaimers, and/or terms and conditions may also apply, from the Grant Date, if the Participant moves to or otherwise is or becomes subject to the applicable laws or company policies of the jurisdiction listed. Furthermore, the Participant acknowledges that the applicable laws of the country and/or state in which the Participant is residing or working at the time of grant, vesting and settlement of the Award or the sale of Common Stock received pursuant to the Award (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject the Participant to procedural or regulatory requirements. The Participant agrees that the Participant will be solely responsible for compliance with such requirements and will hold the Company and its Affiliates harmless for any non-compliance with such requirements. The Participant hereby agrees not to bring any claims against the Company or any of its Affiliates for any penalties or other adverse consequences to the Participant as a result of non-compliance with these laws and rules. In addition, because foreign exchange regulations and other local laws are subject to frequent change, the Participant is advised to seek advice from his or her own personal legal and tax advisor prior to accepting or settling an Award or holding or selling Common Stock acquired under the Plan. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's acceptance of the Award or participation in the Plan. Unless otherwise noted below, capitalized terms shall have the same meaning assigned to them under the Plan or the Award Agreement. These jurisdiction-specific addenda form part of the Award Agreement and should be read in conjunction with the Award Agreement and the Plan.

Securities Law Notice: Unless otherwise noted, neither the Company nor its Common Stock is registered with any local stock exchange or under the control of any local securities regulator outside the United States. The Award Agreement (of which these jurisdiction-specific addenda are a part), the Plan, and any other communications or materials that the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States, and the issuance of securities described in any Plan-related documents is not intended for public offering or circulation in the Participant's jurisdiction.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN AUSTRALIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Australia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Securities Law Notice. Offers to Participants in Australia under the Plan (the “Offer”) are made under Division 1A of Part 7.12 of the Corporations Act 2001 (Cth). A copy of the Plan is available upon request and free of charge, within a reasonable period following your request, from hronline@transunion.com.

General Advice Only. Any advice given to the Participant in connection with the Offer is general advice only. It does not take into account the objectives, financial situation and needs of any particular person. No financial product advice is provided in the documentation relating to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence the Participant in making a decision to participate in the Plan. This means that the Participant should consider obtaining his or her own financial product advice from an independent person who is licensed by the ASIC to give such advice.

Australian Dollar Equivalents. The Award is issued for no consideration, meaning that the Participant will not have to pay anything to receive the Award or the underlying Common Stock. However, the Australia dollar equivalent of the current market price of the underlying shares subject to the Award may be determined by reference to the daily exchange rate published by the Reserve Bank of Australia on the relevant date. Note that the exchange rate may fluctuate, and the Australian dollar equivalent of the market price will depend on the then-current U.S. dollar/Australian dollar exchange rate.

Issue of Award. The Award will be issued for no consideration.

Settlement. Notwithstanding any discretion in the Plan or the Award Agreement to the contrary, settlement of the Award shall be in Common Stock and not, in whole or in part, in the form of cash.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN BRAZIL

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Brazil, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of Private Offering. It is intended that the grant of Restricted Stock Units or Performance Share Units by the Company to the Participant under the Award Agreement shall not constitute a “public offering” in Brazil, as defined in CVM Ruling No. 160 of the Brazilian Securities Exchange Commission (CVM), dated July 13, 2022 and, therefore, prior registration with the relevant securities authorities in Brazil is not required.

Labor Law Policy and Acknowledgement. By accepting this award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that (i) the benefits provided under the Grant Notice, Award Agreement and the Plan are the result of commercial transactions unrelated to the Participant’s employment and, also, are established voluntarily by TransUnion, with discretionary nature; (ii) the Grant Notice, Award Agreement and the Plan are not a part of the terms and conditions of the Participant’s employment and, therefore, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments, and in no event should they be considered as compensation for, or relating in any way to, past services for TransUnion or any Subsidiary or Affiliate of TransUnion.; (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment; (iv) the Participant’s involvement in the Grant Notice, Award Agreement and the Plan shall not create a right to further employment with the Participant’s employer and shall not interfere with the ability of the TransUnion to terminate the Participant’s employment relationship at any time, for any or no reason to the extent permitted under applicable law; and (v) The Participant is voluntarily taking part in the Grant Notice, Award Agreement and the Plan.

Compliance with Applicable Law. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant agrees to comply with applicable Brazilian tax laws and to pay any and all applicable taxes, social insurance, payroll taxes, fringe benefits taxes, payment on account or others tax-related items associated with the vesting of the Restricted Stock Units or Performance Share Units, the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Restricted Stock Units or Performance Share Units.

Finally, the Participant shall pay to TransUnion any amount of tax-related items that TransUnion may be required to withhold or account for as a result of the Participant's involvement in the Plan that cannot be satisfied by the means previously described. TransUnion may refuse to issue or deliver the Restricted Stock Units or Performance Share Units if the Participant fails to comply with their obligations in connection with the tax-related items.

TransUnion and its Subsidiaries are not providing any tax, legal, or financial advice, nor are TransUnion and its Subsidiaries making any recommendations regarding the Participant's involvement in the Plan or the Participant's acquisition or sale of the underlying Restricted Stock Units or Performance Share Units. The Participant is hereby advised to consult with their own personal tax, legal, and financial advisors regarding their involvement in the Plan before taking any action related to the Plan.

Language Consent for Employees. The parties acknowledge that this Award Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. The Participant agrees and confirms that the Participant is fluent in the English language, and fully understands the terms of the Plan and this Award Agreement written in English.

Data Protection. The Participant acknowledges that, considering the effectiveness of the Law No. 13,709/2018 (Brazil General Data Protection Law), TransUnion may, at its sole discretion and based on the grounds of its legitimate interest, gather, collect, process, store, transfer and share the Participant's personal information in order to comply with legal, regulatory and other obligations set forth in this Award Agreement. The Participant also acknowledges that TransUnion may transfer the Participant's information or personal data internationally, using appropriate transfer mechanisms as permitted by the law.

Electronic Delivery. TransUnion may deliver any documents related to current or future participation in the Plan by electronic means. The Participant consents to receive those documents by electronic delivery and to participate in the Plan through any online or electronic system established and maintained by TransUnion or a third party designated by TransUnion

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CANADA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Canada, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Restricted Stock Units and Performance Share Units Settled in Cash or Shares Acquired in the Open Market Only.** Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, I understand that any Restricted Stock Units or Performance Share Units granted to me shall be paid in cash or by delivery of previously issued shares of the Company acquired in the open market.
 2. **Settlement Date.** Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, any Restricted Stock Units or Performance Share Units will be settled no later than December 31 of the calendar year in which the vesting occurs.
 3. **Termination.** Notwithstanding any terms or conditions of the Plan or the Award Agreement to the contrary, in the event of the termination of the Participant’s employment with the Company Group, the right of the Participant to receive any unvested Award (and all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid pursuant to such Award) will terminate effective as of the later of: (i) the date that the Participant actually ceases to perform services for the Company Group, as recorded by the Company Group; and (ii) the last day of the period during which the Participant is entitled to notice of termination only if and as required under applicable minimum employment standards legislation (the “Termination Date”). For greater certainty, the Termination Date shall be determined without reference to any statutory severance or any contractual or common law notice of termination of which the Participant is in receipt or may be eligible to receive at common law, pursuant to a contract, or otherwise; and no grants or damages in lieu thereof are payable with respect to any applicable statutory severance period or contractual or common law notice period. Notwithstanding the foregoing, in no event will a Participant receive less under the Award Agreement than that required by applicable minimum employment standards legislation. The Company Group reserves the right to terminate the employment of the Participant, regardless of the effect of such termination of employment on entitlements under the Award Agreement. The Participant hereby waives, and irrevocably releases each member of the Company Group from, any
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claim or entitlement to compensation or damages that may arise from any forfeiture of Awards as a result of the cessation of vesting on the Termination Date.

4. **Voluntary Participation**. The Participant hereby acknowledges that they have voluntarily agreed to participate in the Plan and to accept the Award evidenced by the Award Agreement.

The following provision will apply to residents of Quebec only:

5. **Language Consent**. The parties acknowledge that it is their express wish that this Award Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention.

The following provision will apply to residents of Ontario only:

6. **Amendment to Noncompetition Covenant**. Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, with respect to any Participant who is a resident of the Province of Ontario and not a C-suite executive of the Company Group, Section 7 of the Award Agreement (Noncompetition) is hereby amended to provide that such Participant may, at any time after the termination of the Participant's employment, participate in any Competitive Business Activity on behalf of a Competitor but, if such Competitive Business Activity on behalf of a Competitor occurs during the post-employment portion of the Restricted Period, such Competitive Business Activity shall be deemed Detrimental Activity under the Plan and be subject to the financial consequences set out in Section 14(w) of the Plan.

Notifications

Additional Restrictions on Resale. In addition to the restrictions on resale and transfer noted in the Plan and the Award Agreement, securities granted or purchased under the Plan may be subject to certain restrictions on resale imposed by Canadian provincial securities laws. You are encouraged to seek legal advice prior to any resale of such securities. In general, Participants resident in Canada may resell their securities in transactions carried out on exchanges outside of Canada.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CHILE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Chile, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Securities Notice:** Neither TransUnion, Transunion Soluciones de Informacion Chile S.A., nor the Second Amended and Restated 2015 Omnibus Incentive Plan have been registered in the Registro de Valores (Securities Registry) or in the Registro de Valores Extranjeros (Foreign Securities Registry) of the Comisión para el Mercado Financiero de Chile (Chilean Commission for the Financial Market or “CMF”) and therefore, are not subject to the oversight of the CMF. The securities offered under the aforementioned incentive plan will be offered in Chile solely pursuant to Norma de Carácter General 336 (General Regulation No. 336) of the CMF, which constitutes an exception to the registration requirements applicable to the offering of securities. Since the shares are not registered, the issuer has no obligation under Chilean law to deliver public information in Chile in their respect. The shares will not be subject to a public offering in Chile unless they are registered in the Registro de Valores Extranjeros (Foreign Securities Registry) of the CMF. The commencement date of the offer is February 28, 2025.
 2. **Employment Notice:** The Participant understands that their participation under the Plan constitutes an employment benefit under their employment relationship with the Chilean TransUnion subsidiary: Transunion Soluciones de Informacion Chile S.A. and does therefore not imply the existence of any employment or similar relationship with TransUnion or its related entities abroad. For purposes of formally becoming a participant under the Plan, the Participant will additionally be required to sign an addendum to the employment contract with their local employment entity and will be also bound by the terms and conditions outlined in said addendum.
 3. **Termination Definitions:** For purposes of regulations regarding grounds for termination, the following definitions must be observed:
 - a) **Disability:** A termination based on mutual agreement of the parties (Article 159 No.1 of the Chilean Labor Code), due to the Participant’s disability. For purposes of agreeing to this termination, a disability certificate issued by the competent authority must be exhibited.
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- b) **Death:** Termination of the Participant's employment based on the ground of death of the employee, regulated under Article 159 No.3 of the Chilean Labor Code.
- c) **Cause:** Any termination based on: (i) the grounds set forth under Article 160 of the Chilean Labor Code; or (ii) resignation of the Participant, as provided under Article 159 No.2 of the Chilean Labor Code.

- 4. **Constructive Termination:** The "Constructive Termination" definitions and regulations are not applicable.
- 5. **Language:** The Participant expressly acknowledges they are fluent in English and therefore duly understands the terms and conditions of the Plan and its documentation. Indeed, the Participant represents that they have experienced no damage or inconvenience based on the language in which the Plan documents are issued.
- 6. **Compliance with Applicable Tax Law:** By accepting the award of Restricted Stock Units or Performance Share Units, the Participant agrees to comply with applicable Chilean tax laws and to pay any and all applicable taxes, social security contributions, payroll taxes, fringe benefits taxes, payment on account or others tax-related items associated with the vesting of the Restricted Stock Units or Performance Share Units, the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Restricted Stock Units or Performance Share Units.

The Participant shall pay to TransUnion any amount of tax-related items that TransUnion may be required to withhold or account for as a result of the Participant's involvement in the Plan that cannot be satisfied by the means previously described. TransUnion may refuse to issue or deliver the Restricted Stock Units or Performance Share Units if the Participant fails to comply with their obligations in connection with the tax-related items.

TransUnion and its Subsidiaries are not providing any tax, legal, or financial advice, nor are TransUnion and its Subsidiaries making any recommendations regarding the Participant's involvement in the Plan or the Participant's acquisition or sale of the underlying Restricted Stock Units or Performance Share Units. The Participant is hereby advised to consult with their own personal tax, legal, and financial advisors regarding their involvement in the Plan before taking any action related to the Plan.

- 7. **Foreign Exchange Reporting:** The Participant understands that, due to their participation in the Plan, they might be required to report about the ownership of shares abroad or the existence of inward remittances to the Central Bank of Chile. The Participant should consult their personal advisor to ensure compliance with applicable reporting obligations.
 - 8. **Governing Law:** Section 29 of the Award Agreement is amended to substitute "Delaware" for "Chile" with respect to governing law, jurisdiction and venue.
 - 9. **Section 31, "Section 409A":** This section is deleted because it has no legal relevance under Chilean employment law.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN COLOMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Colombia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that pursuant to Article 128 of the Colombia Labor Code (modified by Article 15 of Law 50, 1990), equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits derived from the Plan do not constitute a component of “salary” for any purposes; therefore, they will not be considered in the calculation of the amount of fringe benefits (if any), vacations, indemnification, any other labor payments and/or social security obligations and payroll tax contributions.

Exchange Control Information. Investments in assets located outside of Colombia (including Common Stock received following the vesting of Restricted Stock Units and Performance Share Units) are subject to registration by the Participant before the Central Bank of Colombia (*Banco de la República*). Further, upon the sale of any Common Stock that a Participant has registered with the Central Bank, the Participant must cancel the registration within six (6) months of the sale of such Common Stock. The Participant may be subject to fines for failure to cancel such registration with the Central Bank.

Tax Information. Upon the settlement of Restricted Stock Units and Performance Share Units, the Participant will recognize taxable income equivalent to the Fair Market Value of the shares at the time the respective shares of Common Stock are delivered. Additionally, assets held abroad by Colombian tax residents, including shares in foreign companies, are required to be reported to the Colombian Tax Authority (“DIAN” as per its acronym in Spanish). On a yearly basis, Form No. 160 (Statement of Foreign Assets) shall be filed indicating information on assets held abroad as of January 1st of each year, such as the value of the assets and the jurisdiction in which they are located.

Currently income tax rates for individuals are between 0% and 39%.

The recognized income will be subject to withholding by the Participant’s employer. The value of the shares of Common Stock is also considered as a basis to calculate any equity tax accrued in the future, and the future sale of the shares of Common Stock by the Participant will be a taxable event for the Participant.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS
ADDENDUM FOR PARTICIPANTS RESIDING IN COSTA RICA**

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in South Africa, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information: Subject to the terms and conditions of this section, the employee shall acknowledge the confidential nature of the terms and conditions and should agree that it shall not (i) disclose any of such Confidential Information to any person or entity, except to such Party’s affiliates, employees, advisors and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under any Agreement or addendum, or (ii) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this any agreement or addendum.

Section 7, Noncompetition: If non-competition is agreed after employment, a specific amount must be paid, which is normally not less than 50% of the salary for the term, and a geographic area will be delimited.

Section 9 and 10, Non solicitation. There is no regulation for non-solicitation and the only way to make it applicable would be if a material damage against the company is proven, but this would be done before a civil and not a labor Court.

Section 18, Tax withholding. When the employee decides to sell the stocks (if possible), we must consider the territoriality principle applied by the Costa Rican tax system. If the transaction is made within the United States Stock Exchange market, with shares of a foreign company, the earnings arising from such sale, would not be considered territorial income. It is important to consider whether the same "Fidelity" administrator will be the one that employees in Costa Rica would be using, since there could be taxes involved when being administered from the USA. If the shares sold are from the local company, in other words, a Costa Rican company, then the earnings would be subject to a 15% capital gain. If the employee is granted an amount of stocks or share units, they are subject to income tax payment. The amount paid would be defined by the value of the stocks.

Section 29, Governing Law. This Addendum shall be governed by and construed in accordance with the substantive laws of the Republic of Costa Rica, without regard to conflict of laws principles.

Section 31, Section 409A. This section was deleted because it has no legal relevance under Costa Rican labor law.

Additionally, the following must be considered:

- 1. Payroll deductions for stock purchasing:** To implement any payroll deductions, TransUnion in Costa Rica must obtain written consent directly from the employees, and it should clearly outline the percentage of the automatic payroll deduction and be signed by the employee as an expression of his/her voluntary acceptance.

Unlike in some other jurisdictions, applying a pre-tax to stock options in Costa Rica is not feasible due to legal requirements regarding mandatory deductions to the payroll. These deductions include Costa Rican Social Security contributions, income tax, pensions, and salary garnishments (where applicable), and after deducting these mandatory obligations, the remaining amount available to the employee must not be the minimum wage by law, since if after these deductions it turns out that the employee has a remainder equal to the minimum wage, no more deductions could be applied and therefore he/she could not participate in the purchase of stocks.

The minimum wage amount will depend on each job position, since in Costa Rica the minimum salary is determined according to each profession.

- 2. Social Security and Tax implications of purchasing stocks:** Neither the stocks purchased by the employees nor the profit after the sale in the United States Stock Exchange are considered as salary benefit for Costa Rican Social Security matters, therefore, Social Security contributions are not applicable.

As for tax matters, when an employee purchase company stocks with a discount, this discount must be considered as a gratuity, and therefore, it is subject to tax withholding, with no deduction whatsoever. If no discount is granted to the employee, then there are no tax implications at the time of the purchase.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN FRANCE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who is resident in France for French tax purposes and/or subject to the French social security regime, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in France. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Consent to Receive Information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. *En acceptant cette attribution gratuite d’actions, le Participant confirme avoir lu et compris le Plan et ce Contrat d’Attribution, incluant tous leurs termes et conditions, qui lui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the termination of the Participant’s employment.

Award Not Tax-Qualified. The Award of Restricted Stock Units or Performance Share Units is not intended to qualify for the specific tax and social security treatment applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 *et seq.* of the French Commercial Code, as amended.

Foreign Ownership Reporting. The Participant is required to report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his or her annual tax return. The Participant should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the participant's participation in the plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

The Participant is expressly informed that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise data subject rights in relation to his or her personal data, such as the right of objection or erasure which entails that the required data can no longer be processed for the purposes of this Award Agreement, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant's personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or transferred including the purpose of such disclosure or transfer and, where applicable, the

safeguards applied to any transfers of data outside of the EU; the rights of the Participant in respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN GERMANY

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Germany, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Germany. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the termination of the Participant’s employment.

Foreign Ownership Reporting. If the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year, the Participant will need to report the acquisition when the Participant files his/her tax return for the relevant year. A qualified participation is attained if (i) the value of the Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event the Participant holds Common Stock exceeding 10% of TransUnion’s total Common Stock. However, if Common Stock is listed on a stock exchange recognized in the European Union or the European Economic Area or on any other foreign stock exchange recognized by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the Participant owns less than 1% of the total Common Stock, the EUR 150,000 threshold will not apply. A list of the foreign stock exchanges recognized by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) can be found on the Federal Financial Supervisory Authority’s website: www.bafin.de.

Exchange Control Information. Cross-border payments in excess of EUR 12,500 must be reported monthly to the German Federal Bank. The German Federal Bank no longer will accept reports in paper form and all reports must be filed electronically. The electronic “General Statistics Reporting Portal” (*Allgemeines Meldeportal Statistik*) can be accessed on the German Federal Bank’s website: www.bundesbank.de.

Data Protection. By entering into this Award Agreement, the Participant hereby acknowledges the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the participant's participation in the plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

The Participant is expressly informed that the purposes described in this Award Agreement are necessary for the performance of the Plan by the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise data subject rights in relation to his or her personal data, such as the right of objection or erasure which entail that the required data can no longer be processed for the purposes of this Award Agreement, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant's personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or transferred including the purpose of such disclosure or transfer and, where applicable, the safeguards applied to any transfers of data outside of the EU; the rights of the Participant in

respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

Additional Tax Provisions. Each Participant who is either (i) resident for tax purposes in Germany or (ii) otherwise subject to German income tax and/or social security contributions in respect of the grant of or any earnings received from the Common Stock shall be obliged to notify his or her employing company (the “**Employer**”) of the grant, vesting, or settlement of the Awards and the Common Stock. The Employer shall, as foreseen under statutory law, have the authority and the right to deduct or withhold, or require the Participant to remit to the Employer, an amount sufficient to satisfy any Tax Liability required by law to be withheld including, without limitation, the authority to deduct such amounts from other compensation payable to the Participant by the Employer. If a Participant is resident for tax purposes in Germany, but not subject to German wage withholding tax (i.e. because the Participant receives income from self-employment), the Participant is – in deviation of Section 14(d) of the Plan and Section 18 of this Award Agreement – obliged to declare income from his or her self-employed activity in connection with the Company and/or its Affiliates in his or her individual income tax return at the time of the settlement of the Awards. The Participant shall indemnify and keep indemnified the Employer, the Company and any of its Affiliates from and against any liability for or obligation to pay any Tax Liability required by law to be withheld and/or paid with respect to any taxable event arising in connection with the Awards. “**Tax Liability**” shall mean any liability for VAT, income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social insurance contributions in connection with the Awards. Additionally, the Participant agrees to comply with applicable German tax laws and to pay any and all applicable taxes associated with the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Awards. The Participant understands that they may suffer adverse tax consequences as a result of the grant, vesting, or settlement of the Awards and the holding and/or the sale of Common Stock. The Participant represents that they have had the opportunity to consult with any tax consultants they deem advisable in connection with the Awards and that they are not relying on Company for any tax advice. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN GUATEMALA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Guatemala, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Concepts:

Retirement: Take into consideration that in Guatemala the retirement age is 60 years, however this is voluntary on the part of the worker.

Noncompetition. The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor **during the labor relationship**.

Section 6, Nondisclosure of Confidential Information. The Participant's obligations not to disclose or use the Company's Confidential Information, including proprietary business information, is legally enforceable for an indefinite period.

Section 7, Noncompetition. Section 7 shall only apply if the Participant uses or discloses Company’s Confidential Information.

Section 9 and 10, Nonsolicitation. Sections 9 and 10 shall only apply if the Participant uses or discloses the Company’s Confidential Information.

Labor Law Policy and Acknowledgement. The Participant acknowledges that the Award is being granted by the Company on behalf of his or her employer a subsidiary within the Company Group. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this Award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. The Participant hereby acknowledges and agrees that his or her participation in the Plan **does not create a labor relationship with any other company within the Company Group different from his or her current employer**. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation if the Participant loses his or her rights under the Plan because of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment). The

Participant hereby acknowledges that equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits derived from the Plan **do not constitute a component of “salary” for any purposes**; therefore, they will not be considered in the calculation of the amount of labor benefits (if any), vacations, severance, annual bonus, Christmas bonus or any other labor payments and/or social security obligations.

Consent to receive, know and understand information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. / **Consentimiento de recibir, conocer y entender la información en inglés.** *Al aceptar la adjudicación de Unidades de Acciones Restringidas o Unidades de Acciones de Rendimiento, el Participante confirma haber leído y comprendido el Plan y el Acuerdo de Adjudicación, que se facilitaron en lengua inglesa. En consecuencia, el Participante acepta los términos de dichos documentos.*

Tax Information. Upon the settlement of Restricted Stock Units and Performance Share Units, the Participant will recognize taxable income equivalent to the Fair Market Value of the shares at the time the respective shares of Common Stock are delivered. The recognized income will be subject to withholding Income Tax by the Participant’s employer.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN HONDURAS

- I. **TransUnion Employee Incentive Plans (RSU, PSU and OIP):** Regarding the incentive plans that the Company has for their employees and Directors, in Honduras, when an employee or Director meets the requirements to earn an incentive plan, then it becomes enforceable, and the employee has a right to claim them. This situation also applies when the employee or Director leaves the Company since it would be considered as an acquired right. If the employee can prove that he/she is eligible for the incentive and has met the criteria described in the Grant Notice, then they must receive it.

Noncompetition: In our country, noncompetition clauses are non-enforceable, there is a constitutional right to work, therefore, no one can be denied a job for a non-competition clause, even if it means with a competitor of the Company. While the employee is working with the Company, they could establish an exclusivity clause on the contract so he can not work anywhere else but after the contract is terminated, he can work anywhere.

- II. **Payroll deductions for stock purchasing:** TransUnion in Honduras must obtain written consent directly from an employee to deduct any amount from their salary. This also applies to claw back rules. The deduction must be made in a minimum of five payments according to local law.

- III. **Tax implications of purchasing stocks:** If the employee is granted an amount of stocks or share units in Honduras, they are subject to income tax payment. This is because, first, the grant comes from his condition of employee of the Company, therefore, due to his labor, and secondly, because this grant modifies his patrimony. The amount paid would be defined by the value of the stocks.

If the stocks are not from Honduras, there are no tax implications since we abide by the principle of territoriality.

- IV. **Tax implications when selling stocks:** If the employee decides to sell the stocks (if possible), they must pay a tax of 10% of the value because of the capital gain tax.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN HONG KONG

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Hong Kong, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

The Restricted Stock Units and Performance Share Units and the shares of Common Stock underlying such Restricted Stock Units and Performance Share Units do not constitute a public offering of securities under Hong Kong law and are available only to the Participants of the Plan. The Participant should be aware that the contents of the Award Agreement, including this Addendum, the Grant Notice, the Plan and other incidental communication materials, have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities within the meanings under the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance or other applicable securities legislation in Hong Kong. The Restricted Stock Units and Performance Share Units are intended only for the personal use of each eligible employee of the Company or any Subsidiary and may not be distributed to any other person. The Company specifically intends that none of the Restricted Stock Units, the Performance Share Units and the Plan will be considered or deemed an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN INDIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in India, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary and are not to be considered in valuing employment benefits or severance payable in the event of the Participant’s termination of employment.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.
 - (2) The Participant understands that the Company and any Subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant’s favor (“Data”), for the purpose of implementing, administering and managing the Plan.
 - (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant’s country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data,
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in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.

Responsibility for Taxes and Tax Withholding Obligations. This provision supplements Section 18 of the Award Agreement and Section 14(d) of the Plan: Without limiting the Company's and its Affiliates' authority to satisfy their withholding obligations for taxes as set forth in Section 18 of the Award Agreement and Section 14(d) of the Plan, in accepting the Award of Restricted Stock Units or Performance Share Units, the Participant authorizes the Company and/or its applicable Affiliate to withhold shares of Common Stock otherwise deliverable to the Participant upon allotment/ issuance to satisfy any required tax withholding, regardless of whether the Company or its Affiliate has an obligation to withhold such amounts.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN IRELAND

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 ("TransUnion") and the above-named employee who resides in Ireland, having entered into this Award Agreement as of the date of grant specified above (the "Award Agreement") hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Ireland. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Income Tax, Pay Related Social Insurance and Universal Social Charge: Where the Participant is tax resident in Ireland on the vesting date and/or is a director of any Irish member of the Company Group, the Participant hereby agrees to indemnify the Company and any Affiliate in respect of any Irish income tax, employee Pay Related Social Insurance (PRSI) (but, for the avoidance of doubt, not employer PRSI), Universal Social Charge and any other relevant statutory deductions, withholdings or payments that the Company and/or any Affiliate is required to make or pay on as a matter of Irish law in relation to any Award under the Plan and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection of such taxes and the satisfaction of the obligations of the Company or any Affiliate in respect of the same.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant's employment; (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant's remuneration from employment, is not to be considered in valuing employment benefits or severance payable in the event of the Participant's termination of employment and is not pensionable; and (iv) the rights or opportunity granted to the Participant on the grant of the Restricted Stock Units or Performance Share Units shall not give the Participant any rights or additional rights in respect of any pension scheme operated by the Company or any Affiliate. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges, agrees and consents to any deductions that may be made having regard for the provisions of the Plan, the Grant Notice and the Award Agreement for the purposes of the Payment of Wages Act 1991 (as amended).

Enforceable Restrictions. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that it is intended that the restrictions

contained in Sections 6 through 10 of the Award Agreement are fully enforceable. Having regard to this intention, if a Court of competent jurisdiction determines that these restrictions are not enforceable (in whole or in part), the Participant acknowledges and agrees that each outstanding and unvested Award of Restricted Stock Units and Performance Share Units granted to such Participant shall immediately terminate and be forfeited without any consideration.

Data Protection.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by “model contract clauses” or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant’s entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal data, such as the right of objection or erasure, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant’s personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or

transferred including the purpose of such disclosure or transfer and, where applicable, the safeguards applied to any transfers of data outside of the EU; the rights of the Participant in respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN KENYA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Kenya, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of No Guarantee of Continued Employment. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that the benefits under the Plan are separate and distinct from the Participant’s contract of employment and do not form part of the terms and conditions of the Participant’s employment, and that nothing in the Plan will prevent the Participant’s employer from terminating his or her employment in accordance with the terms of the Participant’s employment arrangement.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MEXICO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Mexico, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

The provisions of Sections 6-10 of the Award Agreement shall also apply to the above-named employee *mutatis mutandis* to his or her relationship with their current employer within the Company Group, to the maximum extent permitted by applicable Law.

Labor Matters and Acknowledgement. The Participant acknowledges that the Award is being granted by the Company on behalf of his or her employer a subsidiary within the Company Group. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this Award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. The Participant hereby acknowledges and agrees that his or her participation in the Plan does not create a labor relationship with any other company within the Company Group different from his or her current employer. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation in the event that the Participant loses his or her rights under the Plan as a result of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment).

The Participant hereby acknowledges and certifies that (i) the Participant is fully aware of and understands the terms and conditions of the Plan, the Grant Notice and the Award Agreement, (ii) the Participant completely and voluntarily agrees to such terms and conditions, (iii) the Participant has been furnished with all relevant information and materials on the Company’s operations and financial condition, (iv) the Participant has read and understood such information and materials, (v) such information and materials are sufficient and have enabled the Participant to make an informed decision to invest in the shares offered, (vi) neither an Award nor the participation of the Participant in the Plan grant any right for claims against the employer subsidiary of the Company, and (vii) the Award is not part of the Participant’s contractual salary payable by the employer subsidiary of the Company.

Data Privacy Notice. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use, treatment, and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.
 - (2) The Participant understands that the Company and any subsidiary may collect, hold and treat the following personal information about the Participant: name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.
 - (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain, treat and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments or corrections to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the person responsible for the treatment of Data identified below. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.
 - (4) Address and identity of the person responsible for the treatment of Data: TransUnion, Attn: Privacy Department, 555 West Adams Street, Chicago, Illinois 60661.
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- (5) The Participant may exercise the rights described hereinabove by submitting a request duly signed and addressed to the area of privacy personal data of the Company to the Company's corporate headquarters, or to the following e-mail address: Privacy@transunion.com. The request must be accompanied by the necessary documents to prove the identity of the Participant through official ID, as well as an e-mail address to receive notifications and decisions, or another means to receive the notifications, as well as any other documents deemed necessary. The Company will issue a decision within the twenty (20) business days from the date the request was submitted. If the request is granted, the decision will be effective within the fifteen (15) business days following the date the decision is notified. If appropriate, the Company will attach the necessary documents with the information or personal data in its possession. The abovementioned terms may be extended for an equal period under appropriate circumstances. For more information please contact the area of privacy of personal data by sending an email to Privacy@transunion.com.

The Company reserves the right to amend at any time this privacy policy notice, and notify the Participant through e-mail of such amendments. All amended terms will automatically take effect ten (10) days after the Company provides notice of the amendments.

Securities Law Information. The shares of Common Stock have not been, and will not be, registered in the National Securities Registry (*Registro Nacional de Valores*) maintained by the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*) and will not be and cannot be offered or sold in Mexico without the authorization of the National Banking and Securities Commission unless offered or sold through a private offer pursuant to the exceptions set forth in article 8th of the Mexican Securities Market Law (*Ley del Mercado de Valores*) and other applicable provisions. An Award under the Plan does not constitute a public offering in Mexico, falls within the provisions article 8th of the Mexican Securities Market Law, and, therefore, it is not subject to registration with the National Banking and Securities Commission or any other Mexican regulatory authorities.

Governing Law. The Award Agreement and the Grant Notice shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the parties hereto hereby submit to the exclusive jurisdiction of and venue in the courts of Delaware and hereby expressly and irrevocable waive any other venue or jurisdiction that could be applicable by virtue of their present or future domiciles or any other reason.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN PHILIPPINES

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in the Philippines, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation in the event that the Participant loses his or her rights under the Plan as a result of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment).

The Participant hereby acknowledges and certifies that (i) the Participant is fully aware of and understands the terms and conditions of the Plan, the Grant Notice and the Award Agreement, (ii) the Participant completely and voluntarily agrees to such terms and conditions, (iii) the Participant has been furnished with all relevant information and materials on the Company’s operations and financial condition, (iv) the Participant has read and understood such information and materials, and (v) such information and materials are sufficient and have enabled the Participant to make an informed decision to invest in the shares offered.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.
 - (2) The Participant understands that the Company and any subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or
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outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

- (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.

Taxes and Tax Withholding Obligations. In accepting the Award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that any gain equivalent to the book value or fair market value of the shares (whichever is higher) at the time of settlement is considered additional compensation income under Philippine law and will be subject to the graduated income tax rates depending on the Participant's income bracket, and to withholding tax on compensation. The Participant hereby authorizes his or her employer to withhold the applicable tax upon settlement to satisfy any required tax withholding.

Securities Notice. The Award is subject to the Philippine Securities and Exchange Commission's approval of the application for exemption from registration under the Philippine Securities Regulation Code and its Implementing Rules and Regulations. No Award shall be effective unless and until the Philippine Securities and Exchange Commission approves such application.

THE SECURITIES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE PHILIPPINE SECURITIES AND EXCHANGE COMMISSION UNDER THE PHILIPPINE SECURITIES REGULATION CODE. ANY FUTURE OFFER OR SALE THEREOF IN THE PHILIPPINES IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE PHILIPPINE SECURITIES REGULATION CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN PUERTO RICO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Puerto Rico, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Noncompetition.** The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees with the Company that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant’s employment with the Company for any reason, or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents subject to this Award Agreement, as well as sales positions for all other positions, ending on the date that is twelve (12) months following the termination of the Participant’s employment with Company for any reason (as applicable, the “Restricted Period”), the Participant shall not, during the Participant’s Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term “participate in” (with the term “participating in” having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.
 2. **Geographic Scope.** The provisions of Section 8 shall apply to any territory, region or geography in Puerto Rico that the Participant serviced or had responsibility for on behalf of the Company or for which the Participant had access to Confidential Information about through the Participant’s position and responsibilities at the Company during the twelve
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(12) months preceding the termination of the Participant's employment, or during the period from the date of this Award Agreement to the date of the termination of the Participant's employment with the Company.

3. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN SOUTH AFRICA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in South Africa, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of Private Offering. The information contained in the Plan, the Grant Notice and the Award Agreement is strictly private and confidential and for the attention of the addressee only. Any offer or invitation contained herein is open for acceptance by the addressee only and, as such, does not constitute an offer to the public as envisaged in Chapter 4 of the South African Companies Act, 2008 (the “Companies Act”). Consequently, the Plan, the Grant Notice and the Award Agreement have not been and are not required to be registered with the Companies and Intellectual Property Commission as a prospectus as contemplated in Chapter 4 of the Companies Act and does not constitute an “advertisement” as contemplated in Section 98 of the Companies Act.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units and/or Performance Share Units, the Participant acknowledges that (i) awards granted under the Plan, the Grant Notice, and the Award Agreement and any other related benefits thereunder are entirely discretionary; (ii) the Plan, the Grant Notice, and the Award Agreement do not form part of the Participant’s terms and conditions of employment; and (iii) the income or value from the vesting of the Restricted Stock Units and Performance Share Units shall not form part of the Participant’s remuneration for purposes of calculating any annual leave, severance pay, and notice pay due to the Participant in law, any employment policy, or their contract of employment.

Termination for Cause. Without derogating from the definition of “Cause” in the Plan, and unless otherwise determined by the Committee, a termination for Cause shall also include termination of a Participant’s employment by reason of the Participant’s (i) gross misconduct; (ii) poor work performance; and/or (iii) resignation where it does not amount to a Constructive Termination.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant’s personal information as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal information will be processed and disclosed as follows: by the Company, or any Affiliate

employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may require such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in South Africa or outside of South Africa so that they may transfer the personal information or other relevant information pertaining to the Participant in South Africa or outside of South Africa for the purpose of administering the Plan (in which case the transfer shall be governed by “model contract clauses” or equivalent measures ensuring an adequate level of protection as required under South African data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant’s entitlement to an Award and/or any Restricted Stock Units and Performance Share Units where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for pursuing the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal information, such as the right of objection or deletion, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Restricted Stock Units and Performance Share Units which are being held on his behalf.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN SPAIN

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Spain, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 2, Termination of Employment. Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, Section 2(b) of the Grant Notice (regarding prorated vesting of Restricted Stock Units or Performance Share Units upon the Participant’s Retirement) is hereby revised to delete the requirement that the Participant must execute a general release and waiver of claims in a form and manner determined by the Company.

Consent to Receive Information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. *Al aceptar esta adjudicación gratuita de acciones, confirma que ha leído y comprendido el Plan y el presente Acuerdo, incluidos todos sus términos y condiciones, que se han facilitado en lengua inglesa. Usted acepta las disposiciones de estos documentos con pleno conocimiento del contenido de los mismos.*

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, and (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment.

Responsibility for Taxes and Tax Withholding Obligations. This provision supplements Section 18 of the Award Agreement and Section 14(d) of the Plan: Without limiting the Company’s and its Affiliates’ authority to satisfy their withholding obligations for taxes as set forth in Section 18 of the Award Agreement and Section 14(d) of the Plan, in accepting the award of Restricted Stock Units or Performance Share Units, the Participant authorizes the Company and/or its applicable Affiliate to withhold shares of Common Stock otherwise deliverable to the Participant upon vesting or settlement to satisfy any required tax withholding, regardless of whether the Company or its Affiliate have an obligation to withhold such amounts.

Foreign Ownership Reporting. The Participant is required to report all foreign accounts (whether open, current or closed) to the Spanish tax authorities when filing his or her annual tax return. The Participant should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal data, such as the right of objection or erasure, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

THE PARTICIPANT SHALL BE PROVIDED WITH THE INFORMATION REGARDING THE FOLLOWING BY THE COMPANY, THE BOARD OR ANY AFFILIATE EMPLOYING THE PARTICIPANT TO THE EXTENT THAT THEY ARE ACTING AS CONTROLLERS OF THE PARTICIPANT'S PERSONAL DATA (SAVE WHERE THE PARTICIPANT ALREADY HAS THE INFORMATION): THE PURPOSE OF THE COLLECTION AND USE OF THE PERSONAL INFORMATION OR OTHER RELEVANT INFORMATION PERTAINING TO THE PARTICIPANT; THE INFORMATION TO BE COLLECTED AND USED; THE PERIOD AND METHOD OF RETENTION AND USE OF THE PERSONAL INFORMATION OR OTHER RELEVANT INFORMATION PERTAINING TO THE PARTICIPANT; DETAILS OF ANY THIRD PARTIES TO WHOM THEIR INFORMATION IS DISCLOSED OR TRANSFERRED INCLUDING THE PURPOSE OF SUCH DISCLOSURE OR TRANSFER AND, WHERE APPLICABLE, THE SAFEGUARDS APPLIED TO ANY TRANSFERS OF DATA OUTSIDE OF THE EU; THE RIGHTS OF THE PARTICIPANT IN RESPECT OF ACCESS TO, RECTIFICATION AND DELETION OF THEIR INFORMATION AND ANY RELATED DISADVANTAGES; WHERE APPLICABLE, THE CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF THE RELEVANT CONTROLLER; AND THE RIGHT TO COMPLAIN TO THE RELEVANT DATA PROTECTION SUPERVISORY AUTHORITY.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN THE UNITED KINGDOM

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in the United Kingdom, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in the United Kingdom. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Notice of Private Offering. The Award Agreement, including this Addendum, the Grant Notice, the Plan and other incidental communication materials do not constitute an offer or constitute any part of an offer to the public within the meaning of sections 85 and 102B of the Financial Services and Markets Act 2000 (as amended) (“FSMA”) or otherwise. Accordingly such documents and communications do not, and are not intended to, constitute a prospectus within the meaning of section 85 of FSMA and have not been drawn up in accordance with the prospectus rules of the United Kingdom Listing Authority (being the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA) made in accordance with section 73A of FSMA as amended from time to time pursuant to the Prospectus Regulation 2017 (EU 2017/1129) (which forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018) or approved by or filed with the Financial Conduct Authority or any other competent authority.

Income Taxes and National Insurance Contributions. The Participant hereby agrees to indemnify the Company and any member of the Company Group in respect of any income tax or employees' (but not employers') Class 1 National Insurance Contributions in relation to any Award under the Plan (including, without limitation, on the vesting of any Award) and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection such taxes and the satisfaction of the obligations of the Company or any member of the Company Group in respect of the same.

If payment or withholding of the income tax in connection with the Restricted Stock Units or Performance Share Units is not made within ninety (90) days of the end of the UK tax year in which the income tax liability arises or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Participant to the Company (or the employer of the Participant as the case may be), effective as of the Due Date. The Participant agrees that the loan will bear interest at the then current official rate of Her Majesty’s Revenue

and Customs (“HMRC”), it shall be immediately due and repayable, and the Company (or the employer of the Participant) may recover it at any time by any of the means referred to in Section 14(d) of the Plan or by deducting such amount out of wages or other cash compensation otherwise payable to the Participant by the Company and/or the Participant’s employer. Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and the full amount of any income tax arising in relation to any Award under the Plan (to the extent such income tax pertains to a “notional payment” as defined in Section 222(1)(a) of ITEPA) is not collected from or paid by the Participant within ninety (90) days after the end of the tax year in which the notional payment is treated as having been made (for the purposes of Section 222 of ITEPA), or such other period specified in Section 222(1)(c) of ITEPA, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and (to the extent permitted by law) National Insurance contributions at any time thereafter by any of the means referred to in this Agreement or the Plan.

Eligible Persons. Notwithstanding anything to the contrary contained in the Plan, all employees, including employees employed on a part-time or temporary basis, who provide services in the United Kingdom and are employed by a Group Company domiciled in the United Kingdom shall be treated as Eligible Persons under Section 6 of the Plan. Other Eligible Persons (including consultants or non-employee directors) who are not employees are not eligible to receive Restricted Stock Units or Performance Share Units under the Plan.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the Participant’s termination of employment.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan and, where applicable, the Company’s legitimate interest of complying with contractual or statutory obligations to which it is subject.
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- (2) The Participant understands that the Company and any Subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, e-mail address, date of birth, social security number or equivalent, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant's favor and any other personal information which could identify the Participant and is necessary for the administration of the Plan ("Data"), for the purpose of implementing, administering and managing the Plan.
- (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Company may also share anonymised information with other third parties, but only where the information cannot realistically be identified as relating to the Participant. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN ZAMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Zambia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of No Guarantee of Continued Employment. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that the benefits under the Plan are separate and distinct from the Participant’s contract of employment and do not form part of the terms and conditions of the Participant’s employment, and that nothing in the Plan will prevent the Participant’s employer from terminating his or her employment in accordance with the terms of the Participant’s employment arrangement.

Notice of Private Offering. This Award Agreement, including its Addendum, Grant Notice, Plan, and other related communication materials, does not constitute an offer to the public as defined under the Companies Act No. 10 of 2017 of Zambia. Accordingly, these documents and communications are not intended to constitute a prospectus as required for public offerings under the Securities Act No. 41 of 2016 of Zambia and have not been registered with or approved by the Securities and Exchange Commission.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units and/or Performance Share Units, the Participant acknowledges that (i) awards granted under the Plan, the Grant Notice, and the Award Agreement and any other related benefits thereunder are entirely discretionary; (ii) the Plan, the Grant Notice, and the Award Agreement do not form part of the Participant’s terms and conditions of employment; and (iii) the income or value from the vesting of the Restricted Stock Units and Performance Share Units shall not form part of the Participant’s remuneration for purposes of calculating any annual leave, severance pay, and notice pay due to the Participant in law, any employment policy, or their contract of employment.

Termination for Cause. In accordance with the Employment Code Act No. 3 of 2019, and unless otherwise determined by the Committee, a termination for cause includes termination of a Participant's employment due to the Participant's (i) gross misconduct inconsistent with the terms of the employment contract; (ii) habitual neglect of duties or substantial lack of performance; and/or (iii) resignation resulting from the employer's conduct that would entitle the Participant to claim constructive dismissal under Zambian law.

Data Protection. By entering into this Award Agreement, the Participant consents to the collection, processing, and transfer of their personal data by the Company and its Affiliates

exclusively for implementing, administering, and managing the Participant's involvement in the Plan. The Participant acknowledges that:

1. **Purpose of Data Processing:** The Company and its Affiliates will process the Participant's personal data solely for purposes related to the administration of the Plan.
2. **Data Sharing and Confidentiality:** Personal data may be shared with third parties (e.g., brokers, registrars, administrators) as necessary for Plan administration. All parties are obligated to maintain the confidentiality and security of the data and are prohibited from using it for unrelated purposes.
3. **Cross-Border Data Transfer:** The Participant's personal data may be transferred to jurisdictions outside Zambia. Such transfers will comply with the Zambia Data Protection Act No. 3 of 2021, ensuring that standard contracts or intragroup schemes approved by the Data Protection Commissioner are in place to protect the data.
4. **Data Subject Rights:** The Participant has the right to withdraw consent, access, correct, or object to the processing of their personal data. Exercising these rights may affect the Company's ability to administer the Participant's involvement in the Plan, potentially leading to the lapse of Awards without compensation.
5. **Data Retention:** The Company will retain the Participant's personal data only as long as necessary for Plan administration and compliance with legal obligations.
6. **Data Security Measures:** Appropriate technical and organizational measures will be implemented to protect the Participant's personal data against unauthorized access, loss, or destruction.

Income Taxes. The Participant hereby agrees to indemnify the Company and any member of the Company Group in respect of any income tax in relation to any Award under the Plan (including, without limitation, on the vesting of any Award) and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection of such taxes and the satisfaction of the obligations of the Company or any member of the Company Group in respect of the same.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CALIFORNIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of California, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information. The Participant’s obligations not to disclose or use the Company’s Confidential Information, if not subject to protection as a trade secret under applicable law, shall apply for twelve (12) months following Participant’s termination from the Company.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason, except that the restrictions set forth in Section 7 shall continue to apply post-employment to the extent Participant uses, discloses or otherwise misappropriates the Company’s Trade Secrets per Cal. Bus. & Prof. Code § 16600 in engaging in Competitive Business Activity.

Section 9 and 10, Nonsolicitation. Sections 9 and 10 are amended to limit the period of restriction to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason, except that the restrictions set forth in Sections 9 and 10 shall continue to apply to the extent Participant uses, discloses or otherwise misappropriates the Company’s Trade Secrets per Cal. Bus. & Prof. Code § 16600 in, directly or indirectly, soliciting, attempting to solicit, inducing or attempting to induce or calling upon Restricted Customers, Restricted Employees, Agents or Business Partners.

Section 12, Nondisparagement is replaced with the following. Except as otherwise allowed by law, including by California Government Code Section 12964.5, the Participant shall not, directly or indirectly, disparage the Company and/or communicate, either in writing or orally, any statement that bears negatively on the Company’s reputation, services, products, principals, customers, policies, adherence to the law (unless otherwise required by law), shareholders, officers, directors, officials, executives, employees, agents, representatives, business or other legitimate interests of the Company. Nothing in this Section prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, sexual assault, wage and hour violations or any other conduct that Participant has reason to believe is unlawful or against public policy.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “California” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN COLORADO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Colorado, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9 and 10, Nonsolicitation. Sections 7, 9 and 10 shall only apply to the extent necessary for the protection of the Company’s Trade Secrets within the meaning of Colo. Rev. Stat. § 8-2-113. Furthermore, the post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are below the wage thresholds set forth in Colo. Rev. Stat. § 8-2-113(2)(b), (cd).

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Colorado” for “Delaware” with respect to governing law, jurisdiction and venue.

Additional Notice to Participant: *The Award Agreement contains a covenant not to compete that could restrict Participant’s options for subsequent employment following his/her separation from the Company. Participant is directed to closely review Sections 7, 9 and 10 of the Award Agreement.*

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN DISTRICT OF COLUMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the District of Columbia having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement shall not apply if the Participant’s earnings are below the wage thresholds set out in D.C. Code § 32-581.01.

Additional Notice to Participant. *The District’s Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).*

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN IDAHO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Idaho, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. Sections 7, 9 and 10 are amended to add the following: The Participant acknowledges and agrees that the Company considers the Participant to be a “key employee,” as that term is defined in Idaho Stat. § 44-2702(1), and that if the Participant becomes employed by or affiliated with a Competitor as that term is defined in this Award Agreement, it is inevitable that the Participant would disclose the Company’s Confidential Information or Trade Secrets. The Participant acknowledges and agrees that the present agreement is intended to protect the Company’s legitimate business interests, including but not limited to Confidential Information and Trade Secrets as defined by Idaho Stat. § 44-2702(2).

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN ILLINOIS

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Illinois having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. The post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are below the wage thresholds set out in Illinois Stat. 820 ILCS 90/10(a) and (b).

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Illinois” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN LOUISIANA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Louisiana having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Section 9, Nonsolicitation. The Geographic Scope set forth in Section 8 as applied to Section 7 and, to the extent applicable to Section 9, shall be amended to apply only to the Parishes and Counties, namely St. Tammany and Orleans, in Louisiana where the Participant operated or otherwise had responsibility in his or her position with the Company.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Louisiana” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MAINE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Maine, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. Sections 7, 9 and 10 are amended to add the following language:

The Participant acknowledges and agrees that the restrictions set forth in Sections 7, 9 and 10 of the Award Agreement are intended to protect the Company’s legitimate business interests, including but not limited to Confidential Information and Trade Secrets as defined by 26 M.R.S. § 599-A(2). The post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are at or below 400% of the federal poverty level as set forth in 26 M.R.S. § 599-A(1). The Participant further acknowledges and agrees that the restrictions set forth in Sections 7, 9 and 10 of the Award Agreement do not take effect until after one year of the employee's employment with the employer or a period of 6 months from the date the Award Agreement is signed, whichever is later. 26 M.R.S. § 599-A(5).

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MARYLAND

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in Maryland having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement shall not apply if the Participant’s earnings are below the wage thresholds set out in Maryland Labor & Empl. Code Ann. § 3-716.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MASSACHUSETTS

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the Commonwealth of Massachusetts, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement is amended to add that the post-employment restrictions under Section 7 shall not apply to the Participant unless the Participant’s employment is terminated due to either (i) a voluntary termination of employment by the Participant or (ii) any involuntary termination other than a termination of employment without “cause” or in which the Participant is “laid off,” as the terms “cause” and “laid off” are used in the Massachusetts Noncompetition Agreement Act, M.G.L. c. 149, § 24L(c). In addition, and notwithstanding any other provision to the contrary in the Award Agreement, Section 7 shall not apply to the Participant if the Participant is classified as a nonexempt employee for purposes of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

The Award Agreement, as amended by this addendum, shall not become effective until at least ten (10) business days after notice of the Award Agreement, which includes the non-competition covenant, has been provided to the Participant.

Section 29, Governing Law is replaced as follows. Except as provided herein, this Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof and, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

Notwithstanding the foregoing, the Participant hereby consents to the personal jurisdiction of the state and federal courts situated within Massachusetts for sole purpose of enforcing Sections 6, 7, 9 and 10 of the Award Agreement, and waives any objection that the Participant might have to personal jurisdiction or venue in those courts. The Company and the Participant agree that all civil actions relating to Section 7 of this Award Agreement shall be brought in the county of Suffolk, Massachusetts and that the superior court or the business litigation session of the superior court shall have exclusive jurisdiction.

Additional Acknowledgments. The Participant acknowledges each of the following:

33. The terms of the Award pursuant to the Award Agreement constitute fair and reasonable consideration independent from the continuation of employment for the obligations of Sections 7, 9 and 10 of the Award Agreement.

34. The Award constitutes mutually agreed-upon consideration for the obligations in Sections 7, 9 and 10. The Participant further acknowledges that the Participant had the option of declining the Award and thereby declining to enter into this Award Agreement, including Sections 7, 9 and 10 and freely chose to enter into this Award Agreement.

AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS
ADDENDUM FOR PARTICIPANTS RESIDING IN MINNESOTA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Minnesota, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. If Participant resides or primarily works for the Company in the state of Minnesota, Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation. Section 9 of the Award Agreement is amended such that the customer and client restrictions in Section 9 are limited to customers and clients with which the Participant had contact.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Minnesota” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN NEBRASKA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Nebraska, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 14(f), Certain Definitions. “Restricted Customer” is replaced with the following.

- (f) “Restricted Customer” means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant’s employment and with whom/which the Participant in the twenty-four (24) months preceding his or her termination from the Company actually did business and/or had personal contact.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN NORTH DAKOTA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of North Dakota, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation. Section 9 is amended to limit the period of restriction to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “North Dakota” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN OKLAHOMA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Oklahoma, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation is replaced with the following.

The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant’s employment with the Company for any reason, the Participant shall not solicit, attempt to solicit, induce or attempt to induce, or call upon for purposes of offering Competitive Services to any Restricted Customer of the Company or in any way intentionally interfere with the relationship between any such Restricted Customer and the Company.

Section 14(f), Certain Definitions. “Restricted Customer” is replaced with the following.

(f) “Restricted Customer” means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant’s employment and with whom the Participant in the twenty-four (24) months preceding his or her termination with the Company had material business-related contact during the twelve (12) month period preceding the Participant’s termination of employment or about which the Participant had access to confidential information during the twelve (12) month period preceding the termination of the Participant’s employment.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN OREGON

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Oregon, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. The post-employment restrictions set forth in Section 7 shall not apply if the Participant’s earnings are below the wage thresholds set forth in Or. Rev. Stat. § 653.295 or if Participant is not engaged by the Company in administrative, executive or professional capacity in which he or she performs predominantly intellectual, managerial, or creative tasks, and exercises discretion and independent judgment in the course of his or her employment.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN WASHINGTON

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Washington, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition is replaced with the following.

The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees with the Company that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant’s employment with the Company or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents as well as customer facing sales positions, subject to this Award Agreement, ending on the date that is twelve (12) months following the termination of the Participant’s employment with Company (as applicable, the “Restricted Period”), the Participant shall not, during the Participant’s Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term “participate in” (with the term “participating in” having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.

Notwithstanding the foregoing, if Participant’s employment with the Company ends as a result of an involuntary lay off, the Company has the option of enforcing the post-employment restrictions set forth in Section 7 and paying Participant the equivalent of Participant’s then-current base salary during the Restricted Period or electing to waive the post-employment restrictions set forth in Section 7, in which case Participant will not be entitled to continuation of his/her base salary post-termination.

The post-employment restrictions set forth in Section 7 shall not apply if the Participant's earnings are below the wage thresholds set forth in the Restrictions on Noncompetition Covenants Bill 5478 as codified in the Revised Code of Washington, Title 49.

Section 14(f), Certain Definitions, "Restricted Customer" is replaced with the following.

(f) "Restricted Customer" means each and every current customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant's employment and with whom the Participant, in the twenty-four (24) months preceding his or her termination with the Company, either had (i) material contact with as part of the Participant's employment with Company; (ii) responsibility for soliciting or servicing its business on behalf of the Company or (iii) access to proprietary pricing, marketing, sales, or other Confidential Information with respect to such customer.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute "Washington" for "Delaware" with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN WISCONSIN

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Wisconsin, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information. The Participant’s obligations not to disclose or use the Company’s Confidential Information, if not subject to protection as a trade secret under applicable law, shall apply for twenty-four (24) months following the termination of the Participant’s employment from the Company.

Section 10, Nonsolicitation is replaced with the following.

The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant’s employment with the Company for any reason, the Participant shall not, directly or indirectly, induce or attempt to induce any Restricted Employee to leave the employment of the Company on behalf of or for the benefit of a Competitor, or knowingly assist a Competitor to hire such an employee away from the Company.

Section 14(g), Certain Definitions, “Restricted Employee, Agent or Business Partner” is replaced with the following.

- (g). “Restricted Employee, Agent or Business Partner” means each and every individual who is employed or engaged by the Company in a Sensitive Position (i) with whom the Participant had supervisory or managerial responsibility over or material contact within the course of the Participant conducting business on behalf of the Company; or (ii) about whom the Participant had access to Confidential Information. For purposes of this definition, a “Sensitive Position” refers to an employee of the Company who is in a management, supervisory, sales, technology, research and development or similar role where the employee is provided Confidential Information of the Company or is involved in business dealings with the Company’s customers.

**TRANSUNION
SECOND AMENDED AND RESTATED 2015 OMNIBUS INCENTIVE PLAN**

GRANT NOTICE

PERFORMANCE SHARE UNITS

TransUnion (the “Company”), pursuant to the TransUnion Second Amended and Restated 2015 Omnibus Incentive Plan (the “Plan”), hereby grants to the Participant identified below an award of Restricted Stock Units that are contingent upon the Participant’s continued employment and satisfaction of Performance Goals (the “Performance Share Units”) in such numbers as set forth below. Any reference hereunder to an “Award” shall mean, collectively or individually, Performance Share Units. Awards are subject to all of the terms and conditions as set forth herein, in the Award Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

Participant: #ParticipantName#

Date of Grant: #GrantDate#

Number of Performance Share Units: #QuantityGranted#

Performance Period for Performance Share Units: [•] to [•]

Vesting Date: [•]

Dividend Equivalents:

The holder of an outstanding Award shall be entitled to be paid dividend equivalent payments (in respect of the payment by the Company of dividends on shares of Common Stock) either in cash or, at the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends. Such dividend equivalents shall be subject to the vesting of the applicable Award to which the dividend equivalent relates and shall be payable at the same time as such applicable Award is settled and then only with respect to the applicable number of Performance Share Units that are earned. If such Award is forfeited without vesting, the Participant shall have no right to such dividend equivalent payments.

Vesting Schedule:

1. Vesting of Performance Share Units. The extent to which the Performance Components are satisfied and the number of Performance Share Units that become vested shall be calculated with respect to each Performance Component as identified below. All determinations with respect to each Performance Component shall be made by the Committee in its sole discretion and, in the absence of manifest error, such determinations shall be binding and conclusive (except as required by applicable law). The applicable Performance Components shall not be achieved and the Performance Share Units shall not vest (i) until the Committee certifies that such Performance Components have been met and (ii) except as provided otherwise in Sections 2 and 3 below, unless the Participant has remained continuously employed by the Company Group through the vesting date specified above (the “Vesting Date”).

(a) Revenue CAGR Performance Component. The total number of Performance Share Units that become vested based on the achievement of cumulative revenue compound annual growth rate (“Revenue CAGR”) performance levels shall be equal to (x) the total number of Performance Share Units multiplied by (y) a Performance Component relative weighting factor equal to 20%, multiplied by (z) the applicable Achievement Percentage, determined as follows, and rounded down to the nearest whole Performance Share Unit:

Level of Achievement	Cumulative 3-year Revenue CAGR	Percentage of Award Earned
Below Threshold	Less than [•]%	0%
Threshold	[•]%	50%
Target	[•]%	100%
Maximum	[•]%	200%

(b) Relative Total Shareholder Return Position Performance Component. The total number of Performance Share Units that become vested based on the achievement of relative total shareholder return position (“Relative Total Shareholder Return”) performance levels shall be equal to (x) the total number of Performance Share Units multiplied by (y) a Performance Component relative weighting factor equal to 50%, multiplied by (z) the applicable Achievement Percentage, determined as follows, and rounded down to the nearest whole Performance Share Unit:

Level of Achievement	Relative TSR Percentile Rank	Percentage of Award Earned
Below Threshold	Less than 25 th Percentile	0%
Threshold	25 th Percentile	50%
Target	50 th Percentile	100%
Maximum	80 th Percentile and above	200%

The Committee shall determine (i) the Total Shareholder Return for the Company for the Performance Period, (ii) the Total Shareholder Return for each Peer Group Member for the Performance Period, and (iii) the Relative TSR Percentile Rank for the Company. Notwithstanding anything to the contrary herein, if the Total Shareholder Return for the Company is negative over the Performance Period, then the Achievement Percentage in respect of the Company's Relative Total Shareholder Return Position shall not exceed 100%.

(c) Adjusted Diluted Earnings per Share CAGR Performance Component. The total number of Performance Share Units that become vested based on the achievement of cumulative Adjusted Diluted Earnings per Share compound annual growth rate ("Adjusted Diluted Earnings per Share CAGR") performance levels shall be equal to (x) the total number of Performance Share Units multiplied by (y) a Performance Component relative weighting factor equal to 30%, multiplied by (z) the applicable Achievement Percentage, determined as follows, and rounded down to the nearest whole Performance Share Unit:

Level of Achievement	Cumulative 3-year Adjusted Diluted Earnings per Share CAGR	Percentage of Award Earned
Below Threshold	Less than [•]%	0%
Threshold	[•]%	50%
Target	[•]%	100%
Maximum	[•]%	200%

(d) With respect to Adjusted Diluted Earnings per Share CAGR and Revenue CAGR, the cumulative compound annual growth rate shall be determined using Adjusted Diluted Earnings per Share or Revenue, as applicable, for the 2023 fiscal year (the "Base Year") as the initial measurement amount, and cumulative Adjusted Diluted Earnings per Share or cumulative Revenue, as applicable, over the Performance Period as the final measurement amount.

2. Termination of Employment. If the Participant's employment with the Company Group terminates for any reason while any Award remains outstanding and eligible to vest, the Participant shall forfeit all unvested Awards (and, as a result, shall forfeit all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid pursuant to such Award); provided, however, that

(a) if termination results from the Participant's Disability or death, the Performance Share Units granted hereunder will vest immediately at the "Target" level of performance on the date of such termination or the certified performance if known on the date of such termination (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Performance Share Units); and

(b) if termination results from the Participant's Retirement and the Participant timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then with respect to any Award that was granted in a calendar year prior to the calendar year of Retirement a prorated portion of the Performance Share Units, based on the number of full and partial months the Participant participates during the Performance Period for the Performance Share Units specified above, will remain outstanding and will vest in accordance with the terms and provisions hereof in the same manner as if the Participant's employment had continued through the Vesting Date in accordance with the terms of Section 1, to the extent that such conditions to vesting other than continued employment have been met and Performance Components satisfied (and, as a result, the Participant shall be entitled to a prorated portion of the shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Performance Share Units).

3. Change in Control. If a Change in Control occurs, the following provisions shall apply with respect to the vesting of the Awards:

(a) To the extent the successor entity in the Change in Control does not assume the Awards or substitute the Awards with an equivalent award on terms that are no less favorable to the Participant as compared to the Award and the Change in Control occurs prior to the Committee's certification of the achievement of the Performance Components as provided under Section 1 herein, then the Performance Share Units granted hereunder will vest immediately upon the effective date of the Change in Control based on the achievement (or deemed achievement) of the Performance Components, as follows: (x) the Relative Total Shareholder Return Performance Component will be measured and the corresponding Level of Achievement determined as of the effective date of the Change in Control, and (y) the Revenue CAGR and Adjusted Diluted Earnings per Share CAGR Performance Components shall be deemed achieved at the "Target"

Level of Achievement (and, as a result, Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Performance Share Units).

(b) To the extent the successor entity in the Change in Control assumes the Awards or substitutes the Awards with an equivalent award on terms that are no less favorable to the Participant as compared to the Award, a “Qualifying Termination” (as such term is used in Section 12(c) of the Plan) shall mean a Triggering Event occurring prior to the second anniversary of the effective date of such Change in Control, and the Change in Control occurs prior to the Committee’s certification of the achievement of the Performance Components, the Performance Share Units granted hereunder will vest immediately upon a Triggering Event based on the achievement (or deemed achievement) of the Performance Components at the levels determined in accordance with clauses (x) and (y) of Section 3(a) above (and, as a result, the Participant shall be entitled to all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid in connection with such Performance Share Units).

4. Definitions. For the purposes of this Grant Notice:

(a) “Achievement Percentage” means the “Percentage of Award Earned” specified with respect to the “Below Threshold,” “Threshold,” “Target” and “Maximum” levels for each Performance Component, or a percentage determined using linear interpolation if actual performance falls between any two levels (and rounded to the nearest whole percentage point and, if equally between two percentage points, rounded up). In the event that actual performance does not meet the “Threshold” level for any Performance Component, as applicable, the “Achievement Percentage” with respect to such Performance Component shall be zero. The Committee shall have the discretion pursuant Section 11(d) of the Plan to make equitable adjustments to the Performance Components to account for certain events including, but not limited to, acquisitions or divestitures, acquisition of new technologies, or resolution of legal disputes.

“Adjusted Diluted Earnings per Share” means Adjusted Net Income divided by the weighted-average diluted shares outstanding as reported in the Company’s Form 10-Ks as filed with the Securities and Exchange Commission, further adjusted to eliminate the impact of foreign currency fluctuations and inorganic growth, financing expenses incurred in connection with acquisitions or strategic investments, as well as other adjustments as are recommended by management and approved by the Committee for items that are infrequent in occurrence and/or unusual in nature and consistent with similar adjustments made for purposes of annual bonus compensation.

(b) “Constructive Termination” means the occurrence of any one or more of the following events without the Participant’s written consent: (i) with respect to any Participant holding the title of Director or above, any reduction in

position, overall responsibilities, level of authority, title or level of reporting; (ii) a reduction in the Participant's base compensation and annual incentive compensation opportunity, measured in the aggregate, which is not the result of a uniformly applied adjustment across all similarly situated personnel within the Company; or (iii) a requirement that the Participant's location of employment be relocated by more than fifty (50) miles from the Participant's then-current location, provided, that any such event shall constitute a Constructive Termination only if the Participant gives written notice to the Committee within ten (10) days of the later of its occurrence or Executive's knowledge thereof, the circumstances giving rise to the Constructive Termination are not cured within thirty (30) business days of such notice, and the Participant resigns from employment within sixty (60) days following such failure to cure. In the event that the Participant is a party to an employment, severance, retention or other similar agreement with the Company (or a successor entity) that defines a termination on account of "Constructive Termination," "Good Reason" or "Breach of Agreement" (or a term having similar meaning), such definition shall apply as the definition of "Constructive Termination" for purposes hereof in lieu of the foregoing.

(c) "Revenue" means revenue as reported in the Company's Form 10-Ks as filed with the Securities and Exchange Commission, further adjusted to eliminate the impact of foreign currency fluctuations and inorganic growth, as well as other adjustments as are recommended by management and approved by the Committee for items that are infrequent in occurrence and/or unusual and consistent with similar adjustments made for purposes of annual bonus compensation.

(d) "Peer Group Members" means all of the Russell 3000 Commercial and Professional Services companies, including the Company, on the date that is 20 trading days prior to the commencement of the Performance Period, with the following modifications: (i) except as provided in clause (ii) below, only those entities that continue to trade throughout the Performance Period without interruption on a National Exchange shall be included; and (ii) any such entity that files for bankruptcy ("Bankrupt Peer") during the Performance Period shall continue to be included.

(e) "Relative TSR Percentile Rank" means the percentile performance of the Company as compared to the Peer Group Members. Relative TSR Percentile Rank is determined by ranking the Company and all other Peer Group Members according to their respective Total Shareholder Return for the Performance Period. The ranking is in order from minimum to maximum, with the lowest performing entity assigned a rank of one. Peer Group Members with the same Total Shareholder Return (calculated to four decimal places) will share the same rank and subsequent rankings will reflect the number of Peer Group Members sharing preceding rankings. The Company's ranking is then divided by

the total number of Peer Group Members to get the Company's Relative TSR Percentile Rank.

(f) "Retirement" means termination of employment with the Company Group (for any reason other than Disability, death or Cause) at a time when (i) the Participant has attained the age of 55, (ii) the sum of the Participant's age plus completed years of service with the Company Group is at least 65, (iii) the Participant has completed at least five (5) years of service with the Company Group, and (iv) the Participant does not have an offer for and has not accepted employment with any other for profit business on financial terms and conditions substantially similar to those provided by the Company prior to the Vesting Date; provided, however, that unless the Committee agrees otherwise, no termination of employment shall be a Retirement unless the Participant has provided at least sixty (60) days' advance written notice of the Participant's intent to retire.

(g) "Performance Components" means the Performance Criteria applicable to an Award.

(h) "Total Shareholder Return" of either the Company or a Peer Group Member means the result of dividing (1) the sum of the cumulative value of an entity's dividends for the Performance Period, plus the entity's Ending Price, minus the Beginning Price, by (2) the Beginning Price, calculated to four decimal places. For purposes of determining the cumulative value of an entity's dividends during the Performance Period, it will be assumed that all dividends declared and paid with respect to a particular entity during the Performance Period were reinvested in such entity at the ex-dividend date, using the closing price on such date. The aggregate shares, or fractional shares thereof, that will be assumed to be purchased as part of the reinvestment calculation will be multiplied by the Ending Price to determine the cumulative value of an entity's dividends for the Performance Period. For these purposes:

(i) "Price" is the principal stock exchange or quotation system closing prices on the date in question;

(ii) "Beginning Price" is the average Price for the period of 20 trading days immediately preceding the first day of the Performance Period; provided, however, that if the applicable common stock has not been trading for a full 20 trading day period prior to the applicable measurement date, the average closing price shall be determined based on such shorter number of days that such common stock has been trading as of such measurement date;

(iii) "Ending Price" is the average Price for the period of 20 trading days immediately preceding and including the final day of the Performance Period; and

(iv) any Bankrupt Peer and any Peer Group Member that (A) merges with or is acquired by another Peer Group Member, or (B) is acquired by a company who is not a Peer Group Member shall have a Total Shareholder Return of negative one hundred percent (-100%);

in each case, with such adjustments as are necessary, in the judgment of the Committee to equitably calculate Total Shareholder Return in light of any stock splits, reverse stock splits, stock dividends, and other extraordinary transactions or other changes in the capital structure of the Company or the Peer Group Member, as applicable.

(i) “Triggering Event” means (i) the Participant’s employment with the Company Group is terminated by the Company Group for any reason other than on account of death, Disability or Cause or (ii) the occurrence of a Constructive Termination.

* * *

THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS GRANT NOTICE WITH RESPECT TO PERFORMANCE SHARE UNITS, THE AWARD AGREEMENT AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF AWARDS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS GRANT NOTICE, THE AWARD AGREEMENT AND THE PLAN.

To the extent that the Company has established, either itself or through a third-party plan administrator, the ability to accept this award electronically, such acceptance shall constitute the Participant’s signature hereof.

Notwithstanding anything contained in the Grant Notice or the Award Agreement for this Award, in the event that the Participant does not affirmatively accept this Award (in a manner prescribed by the Company) prior to the first vesting date of the Award, this Award and the Restricted Stock Units subject to this Award will automatically and without further action be cancelled and terminated without consideration, and the Participant will have no further right or interest therein.

TRANSUNION

PARTICIPANT

By: [•]
Title: [•]

#Signature#

#AcceptanceDate#

TRANSUNION
SECOND AMENDED AND RESTATED 2015 OMNIBUS INCENTIVE PLAN

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

Pursuant to the Grant Notice with respect to Restricted Stock Units or Performance Share Units (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Award Agreement (including any addenda or exhibits) (this “Award Agreement”) and the TransUnion Second Amended and Restated 2015 Omnibus Incentive Plan (the “Plan”), TransUnion (the “Company”) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

The Award along with Participant’s continued employment, access to Confidential Information and customer relationships and other professional benefits, constitutes mutually agreed-upon consideration for the post-termination obligations set forth herein. The Participant further acknowledges that the Participant had the option of declining the Award and thereby declining to enter into this Award Agreement, including Sections 6 through 12, and freely chose to enter into this Award Agreement.

1. **Grant of Restricted Stock Units or Performance Share Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Restricted Stock Units (“Restricted Stock Units”) or Performance Share Units (“Performance Share Units”) provided in the Grant Notice (with each Restricted Stock Unit and each Performance Share Unit representing an unfunded, unsecured right to receive one share of Common Stock upon vesting). Any reference hereunder to an “Award” shall mean, collectively or individually, Restricted Stock Units or Performance Share Units, as applicable. The Company may make one or more additional grants of Awards to the Participant under this Award Agreement by providing the Participant with a new Grant Notice, which may also include any terms and conditions differing from this Award Agreement to the extent provided therein. The Company reserves all rights with respect to the granting of additional Awards hereunder and makes no implied promise to grant additional Awards.

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Awards shall vest and the restrictions on such Awards shall lapse as provided in the Grant Notice.

3. **Settlement of Awards.** The provisions of Section 9(d) of the Plan are incorporated herein by reference and made a part hereof.

4. **Treatment of Awards Upon Termination.** Except as provided in the Grant Notice, the provisions of Section 9(c)(ii) of the Plan are incorporated herein by reference and made a part hereof.

5. **Definition of Confidential Information.** “Confidential Information” shall mean any and all trade secrets (as defined by the Uniform Trade Secret laws or the Defend Trade Secrets Act, 18 U.S.C. § 1833, et seq.) and other confidential, proprietary and/or non-public information that the Company takes reasonable steps to protect or keep secret, whether in hard-copy, electronic format, communicated orally or in any other format, that the Participant acquires or is exposed to by and through the Participant’s employment with the Company and that the Participant knows or has reason to know is confidential to the Company or that the Company specifically designates or treats confidential through its policies, procedures, or practices.

Confidential Information specifically includes, but is not limited to (i) Company methods of operation, systems and processes; (ii) information regarding the nature and type of services rendered and products sold by the Company; (iii) contracts and contract forms; (iv) the Company’s vendor, supplier, business partner lists and information; (v) technology developed by or for Company and all information derived therefrom, proprietary computer-based consulting tools and programs, pricing tools and programs, and operational tools and programs, screenshots and reports resulting therefrom, hardware/software licenses and designs, maintenance tools, product know-how and show-how, and all derivatives, improvements and enhancements to any of the above; (vi) names of and information regarding the Company’s current and former customers and prospects; (vii) information regarding the Company’s relationships with its customers and prospects, and sales and business records and reports with respect to such customers and prospects; (viii) pricing policies, matrices and architecture such as strategic profitability requirements in offering competitively priced products and services, specific customer pricing, quotation policies, quotations and bids to customers and prospects; (ix) particular customer and prospect information (whether or not publicly available to the extent it was specifically obtained the Company’s business efforts) developed or compiled by the Company, including without limitation contact names and details, data regarding its customer’s and prospect’s preferences and needs, and specific strategies for soliciting and maintaining each such customer and prospect; (x) Company personnel data and related information except for information relating solely to the Participant; (xi) the Company’s strategic plans, forecasts, anticipated or non-public projects or partnerships as it relates to its products or services; (xii) information received by the Company from third parties in confidence or pursuant to a duty of confidentiality; and (xiii) the Company’s discoveries, inventions, marketing and business plans, goals and strategies, financial data, business volume, research and development efforts and projections for any of the foregoing. All Confidential Information is, and shall at all times remain, the sole property of the Company.

Notwithstanding the foregoing, Confidential Information does not include information that is in the public domain or generally known to the public in the particular form thereof (in either case, exclusive of compiled information that may be created only with great effort or expense), other than information that became public as a result of a breach of a duty of confidentiality; information known to the Participant prior to first receipt of or access to such information in the course of the Participant's employment with the Company; or information rightfully received by the Participant outside the course of the Participant's employment with the Company from a

third party who does not owe the Company a duty of confidentiality with respect to such information.

6. **Non-Disclosure of Confidential Information.** Participant agrees that the Participant will use Confidential Information exclusively on behalf of the Company and will not, except in the normal and proper course of performing the Participant's duties on behalf of the Company, directly or indirectly, in any capacity, at any time during or after termination of the Participant's employment with the Company for whatever reason, whether said termination was voluntary or involuntary, disclose Confidential Information in any manner, or use Confidential Information for the Participant's benefit or on behalf of any Competitor or third party. The Participant further agrees that Participant will not copy or record or allow to be copied or recorded any Confidential Information for any purpose other than for use by or on behalf of the Company.

The Participant recognizes that the restrictions in this Section 6 shall survive the termination of the employment of the Participant with the Company for whatever reason, whether such termination was voluntary or involuntary, and the termination of this Award Agreement. The Participant's obligations under this Section 6 with respect to any specific Confidential Information shall cease when that specific portion of Confidential Information, in the same or an equally useable form to that maintained by the Company, becomes publicly known in its entirety and without combining portions of such information obtained separately, other than as a result of a breach of a duty of confidentiality, or otherwise loses its confidential status. It is understood that such Confidential Information of the Company includes matters that the Participant conceives or develops while employed at the Company, as well as matters the Participant learns from other employees of the Company.

Pursuant to 18 U.S.C. § 1833(b), and as set forth fully therein, notice is hereby given that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Nothing in this Section prevents the Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, sexual assault, wage and hour violations or any other conduct that the Participant has reason to believe is unlawful or against public policy.

If Participant is requested, becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigation demand, court order, or similar process) or is required by a regulatory body to make any disclosure that is prohibited or otherwise constrained by the non-disclosure requirements herein, Participant will

provide the Company with prompt notice of such request so that the Company may seek an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Participant may furnish only that portion of Confidential Information that the Participant is legally compelled to disclose, and take all reasonable and necessary measures to continue to protect the Company's Confidential Information.

Further, Participant may disclose the terms and provisions of this Award Agreement as reasonably necessary to comply with the terms herein, to its legal and tax advisors, lenders, and banking institutions. Nothing in this Award Agreement prohibits Participant from voluntarily reporting possible violations of federal law or regulation to any governmental agency or entity, including the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Participant is not required to obtain prior authorization or a release from the Company to make such a report or disclosure, nor is Participant required to notify the Company of any such report or disclosure.

7. **Noncompetition**. The Participant acknowledges and agrees with the Company that the Participant's services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant's employment with the Company for any reason, or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents subject to this Award Agreement, as well as sales positions, ending on the date that is twelve (12) months following the termination of the Participant's employment with Company for any reason (as applicable, the "Restricted Period"), the Participant shall not, during the Participant's Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term "participate in" (with the term "participating in" having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.

8. **Geographic Scope**. The provisions of Section 7 shall apply to any territory, region or geography that the Participant serviced or had responsibility for on behalf of the Company or for which the Participant had access to Confidential Information about through the Participant's position and responsibilities at the Company during the twelve (12) months

preceding the termination of the Participant's employment, or during the period from the date of this Award Agreement to the date of the termination of the Participant's employment with the Company.

9. **Nonsolicitation of Restricted Customers.** The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant's employment with the Company for any reason, the Participant shall not, directly or indirectly, solicit, attempt to solicit, induce or attempt to induce, or call upon for purposes of offering Competitive Services to any Restricted Customer of the Company or in any way intentionally interfere with the relationship between any such Restricted Customer and the Company.

10. **Nonsolicitation of Restricted Employees, Agents or Business Partners.** The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant's employment with the Company for any reason, the Participant shall not, directly or indirectly, solicit, attempt to solicit, induce or attempt to induce any Restricted Employees, Agents or current or prospective Business Partners of the Company to terminate his or her employment or association with the Company.

11. **Duty to Disclose Agreement and Report New Employer.** The Participant acknowledges that the Company has a legitimate business purpose in the protection of its trade secrets, proprietary information, competitive position, methods of operation, processes, products, procedures, customers, prospects and vendors. The Participant also recognizes and agrees that the Company has the right to such information as is reasonably necessary to inform the Company whether the terms of this Award Agreement are being complied with. Accordingly, Participant agrees that during Participant's applicable Restricted Period as set forth in Section 7 ("Noncompetition") following the Participant's termination of employment for any reason, he/she will promptly and forthrightly provide any potential new employer with a copy of this Award Agreement and notify them of his/her obligations contained herein prior to accepting employment. At least five (5) days prior to beginning employment with a new employer set forth as a Competitor in Paragraph 14(b) herein, the Participant also agrees to provide the Company with the identity of his/her new employer(s) and a description of the services being provided by the Participant in sufficient detail to allow the Company to reasonably determine whether such activities fall within the scope of activities prohibited by the provisions of this Award Agreement.

12. **Nondisparagement.** The Participant shall not, directly or indirectly, disparage the Company and/or communicate, either in writing or orally, any statement that bears negatively on the Company's reputation, services, products, principals, customers, policies, adherence to the law (unless otherwise required by law), shareholders, officers, directors, officials, executives, employees, agents, representatives, business or other legitimate interests of the Company. Nothing in this Section prevents the Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination,

retaliation, sexual assault, wage and hour violations or any other conduct that the Participant has reason to believe is unlawful or against public policy.

13. **Acknowledgments.** The Participant acknowledges that the restrictions contained in this Award Agreement do not preclude the Participant from earning a livelihood, nor do they unreasonably impose limitations on the Participant's ability to earn a living. The Participant agrees and acknowledges that the potential harm to the Company resulting from the non-enforcement of Sections 6 through 10 outweighs any potential harm to the Participant of the enforcement of such provisions by injunction or otherwise. The Participant acknowledges that the Participant has carefully read this Award Agreement and has given careful consideration to the restraints imposed upon the Participant by this Award Agreement and is in full agreement regarding their necessity for the reasonable and proper protection of the business goodwill and competitive positions of the Company now existing or to be developed in the future and that each and every restraint imposed by this Award Agreement is reasonable with respect to subject matter, time period and geographical area. Notwithstanding the foregoing or anything else to the contrary contained herein, in the event that the Participant is a party to an employment, retention, severance or other similar agreement with the Company (or a successor entity) that contains provisions that conflict with Sections 6 through 10, or the applicable definitions, the corresponding provisions of such employment, retention, severance or other similar agreement shall apply and control. Finally, Participant acknowledges that depending on the jurisdiction in which the Participant resides or works, Sections 6 through 10, and 29 may be modified based on the jurisdiction-specific Addenda attached hereto.

14. **Certain Definitions.** For purposes of this Award Agreement, the following definitions will apply:

(a) "Company," as used in this Award Agreement with reference to employment shall include the Company and its subsidiaries.

(b) "Competitor" means any businesses or persons that has operations that generate more than 10% of their annual revenues from any line of business, product or service that competes with Company including, but not limited to, the following: LiveRamp Holdings, Inc.; The Dun & Bradstreet Corporation; Equifax, Inc.; Experian Group Limited; Fair Isaac Corporation; Reed Elsevier/LexisNexis; Verisk Analytics, Inc.; and Thomson Reuters Corporation.

(c) "Competitive Business Activity" means directly or indirectly working with, consulting on, or providing services relating to, developing, selling, or marketing the same or substantially similar products or services offered or being developed by the Company that the Participant worked with, had responsibility for, or about which the Participant received Confidential Information during the twelve (12) month period preceding the date of termination of the Participant's employment with the Company.

(d) "Competitive Service" means any product or service that competes with, or is meant to compete with, any product or service provided by the

Company that is the same or substantially similar to the products and services offered or being developed by the Company that the Participant worked with, had responsibility for, or about which the Participant received Confidential Information during the twelve (12) month period preceding the date of termination of the Participant's employment with the Company.

(e) "Participant," when used under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Awards may be transferred in accordance with the Plan, shall be deemed to include such person or persons.

(f) "Restricted Customer" means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant's employment and with whom the Participant, in the twenty-four (24) months preceding his or her termination with the Company, either had (i) material contact with as part of the Participant's employment with Company; (ii) responsibility for soliciting or servicing its business on behalf of the Company or (iii) access to proprietary pricing, marketing, sales, or other Confidential Information with respect to such customer.

(g) "Restricted Employee, Agent or Business Partner" means each and every individual who is an employee, agent or business partner of the Company and (i) with whom the Participant had supervisory or managerial responsibility over or material contact with in the course of the Participant conducting business on behalf of the Company; or (ii) about whom the Participant had access to Confidential Information.

15. **Independent Legal Advice and Review Period.** The Participant acknowledges that the Participant has received a copy and read this Award Agreement, that the Participant has at least 14 days to review it and is hereby advised to consult an attorney regarding its terms and conditions (at his/her expense), although the Participant may choose to execute before the expiration of 14 days. The Participant agrees that the Participant is executing this Award Agreement voluntarily and in good faith and agrees that the restrictions on competition set forth in this Award Agreement are reasonable and necessary for the protection of the Company's business.

16. **Non-Transferability.** The Awards are not transferable by the Participant except to Permitted Transferees in accordance with Section 14(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Awards, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Awards shall terminate and become of no further effect.

17. **Rights as Stockholder; Additional Agreements.** The Participant or a permitted transferee of the Awards shall have no rights as a stockholder with respect to any

share of Common Stock underlying an Award unless and until the Participant shall have become the holder of record or the beneficial owner of such Common Stock and, subject to Section 12 of the Plan, no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, the Awards, or settlement of the Awards, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. **Tax Withholding.** The provisions of Section 14(d) of the Plan are incorporated herein by reference and made a part hereof; provided, that the Committee may allow a withholding of shares in excess of the minimum required statutory liability if the Committee determines that such excess withholding would not result in adverse accounting consequences.

19. **Clawback/Repayment.** All Awards granted under the Plan (or any successor plan), any shares of Common Stock or cash issued pursuant to an Award (including from dividend equivalent units), and any amount received with respect to any sale of any shares of Common Stock issued pursuant to an Award shall be and remain subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (1) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time, and (2) applicable law, including, but not limited to, the applicable rules and regulations of the Securities and Exchange Commission and the NYSE or any other securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted. In addition, if the Participant receives any amount in excess of the amount that the Participant should have otherwise received under the terms of the Awards for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Committee may provide that the Participant shall be required to repay any such excess amount to the Company.

20. **Detrimental Activity.** Notwithstanding anything to the contrary contained in the Plan, the Grant Notice or this Award Agreement, if the Participant has engaged or engages in any Detrimental Activity (as defined in the Plan) or otherwise has violated Sections 6 through 10 of this Award Agreement, the Committee may, in its sole discretion, (1) cancel any or all of the Awards, and (2) require the Participant to forfeit any amount or gain realized due to the vesting of such Awards, and to repay any such amount or gain promptly to the Company.

21. **Protected Rights.** The Participant understands that nothing contained in this Award Agreement limits the Participant's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission

(“Government Agencies”). The Participant further understands that this Award Agreement does not limit the Participant’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Award Agreement shall limit the Participant’s ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

22. **Notice.** Every notice or other communication relating to this Award Agreement between the Company and the Participant shall be in writing, and shall be mailed, transmitted or delivered to the party for whom it is intended at such physical or electronic (e-mail) address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed, transmitted or delivered to the Company at its principal executive office, to the attention of the Company Secretary, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed or transmitted to the Participant at the Participant’s last known address or e-mail address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

23. **No Right to Continued Service.** This Award Agreement does not confer upon the Participant any right to continue as an employee or service provider to the Company.

24. **Binding Effect.** This Award Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto, each of the Company and its subsidiaries, and each of their respective Affiliates, shall have the right to enforce the provisions and obligations of this Award Agreement.

25. **Waiver and Amendments.** Except as otherwise set forth in Section 13 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Award Agreement shall be valid only if made in writing and signed by the parties hereto; *provided, however*, that any such waiver, alteration, amendment or modification may be consented to on the Company’s behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

26. **Severability.** Participant understands and agrees that the provisions of this Award Agreement are severable so that if any part or portion of any of the Award Agreement, or the Sections contained herein, shall be held to be void, unenforceable or contrary

to public policy, the remaining portion of the Award Agreement or Section shall remain in full force and effect.

27. **Enforceability and Remedies.** The Participant acknowledges that in the event of breach or threatened breach of any of the provisions of Sections 6-10, monetary damages shall not constitute a sufficient remedy, and that the Company will be irreparably harmed without adequate remedy at law. Consequently, in the event of any such threatened or actual breach, the Company, in addition to other rights and remedies existing in its favor, may seek and obtain specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof. Further, in the event that any term or provision of this Award Agreement is determined by a court or other adjudicative body to be unenforceable because of the duration or scope of such term or provision, then the duration or scope of such term or provision, as applicable, shall be reduced by the minimum extent necessary to be enforceable and such term or provision shall then be enforced, in its reduced form, according to the terms thereof. In the even that any term or provision of this Award Agreement is determined by a court or other adjudicative body to be unenforceable for any other reason, the illegality or invalidity of that term or provision shall not affect the enforceability of the remaining parts of this Award Agreement and the Award Agreement shall be construed and enforced as if the illegal or invalid term or provision had not been included.

28. **Legal Fees.** In the event that the Company initiates litigation to enforce any provision of this Award Agreement, including but not limited to Sections 6-10, and is the prevailing party in such litigation or efforts to enforce, the Company shall be entitled to recover from the Participant reasonable legal fees and costs, including reasonable attorneys' fees, incurred by the Company in connection with such litigation or efforts to enforce, in addition to any and all other rights and remedies.

29. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

30. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Award Agreement, the Plan shall govern and control.

31. **Section 409A.** It is intended that the Awards granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder. The certification by the Compensation Committee and payment with respect to the Awards will occur between January 1 and March 15 of the calendar year following the end of the Performance Period. The Company does not guarantee any particular tax effect with respect to the Awards.

32. **Successors and Assigns.** The terms and provisions of the Plan shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assignees, or nominees and the Participant, Participant's heirs, executors, and legal personal representative. Company may assign its rights under the Award Agreement to its subsidiaries, affiliates, successors and assignees, or nominees who will then have the right to enforce this Award Agreement. Participant's obligations under the Plan shall survive any assignment, regardless of the manner of or reasons for such assignment, and more specifically, changes in the Participant's terms and conditions of employment will not invalidate the covenants contained in Sections 6 through 10 herein.

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JURISDICTION-SPECIFIC ADDENDA

The attached jurisdiction-specific addenda comprise additional country- and state-specific notices, disclaimers, and/or terms and conditions that apply to individuals who work or reside in the countries or states listed below and that may be material to the Participant's participation in the Plan. Such notices, disclaimers, and/or terms and conditions may also apply, from the Grant Date, if the Participant moves to or otherwise is or becomes subject to the applicable laws or company policies of the jurisdiction listed. Furthermore, the Participant acknowledges that the applicable laws of the country and/or state in which the Participant is residing or working at the time of grant, vesting and settlement of the Award or the sale of Common Stock received pursuant to the Award (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject the Participant to procedural or regulatory requirements. The Participant agrees that the Participant will be solely responsible for compliance with such requirements and will hold the Company and its Affiliates harmless for any non-compliance with such requirements. The Participant hereby agrees not to bring any claims against the Company or any of its Affiliates for any penalties or other adverse consequences to the Participant as a result of non-compliance with these laws and rules. In addition, because foreign exchange regulations and other local laws are subject to frequent change, the Participant is advised to seek advice from his or her own personal legal and tax advisor prior to accepting or settling an Award or holding or selling Common Stock acquired under the Plan. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's acceptance of the Award or participation in the Plan. Unless otherwise noted below, capitalized terms shall have the same meaning assigned to them under the Plan or the Award Agreement. These jurisdiction-specific addenda form part of the Award Agreement and should be read in conjunction with the Award Agreement and the Plan.

Securities Law Notice: Unless otherwise noted, neither the Company nor its Common Stock is registered with any local stock exchange or under the control of any local securities regulator outside the United States. The Award Agreement (of which these jurisdiction-specific addenda are a part), the Plan, and any other communications or materials that the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States, and the issuance of securities described in any Plan-related documents is not intended for public offering or circulation in the Participant's jurisdiction.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN AUSTRALIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Australia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Securities Law Notice. Offers to Participants in Australia under the Plan (the “Offer”) are made under Division 1A of Part 7.12 of the Corporations Act 2001 (Cth). A copy of the Plan is available upon request and free of charge, within a reasonable period following your request, from hronline@transunion.com.

General Advice Only. Any advice given to the Participant in connection with the Offer is general advice only. It does not take into account the objectives, financial situation and needs of any particular person. No financial product advice is provided in the documentation relating to the Plan and nothing in the documentation should be taken to constitute a recommendation or statement of opinion that is intended to influence the Participant in making a decision to participate in the Plan. This means that the Participant should consider obtaining his or her own financial product advice from an independent person who is licensed by the ASIC to give such advice.

Australian Dollar Equivalents. The Award is issued for no consideration, meaning that the Participant will not have to pay anything to receive the Award or the underlying Common Stock. However, the Australia dollar equivalent of the current market price of the underlying shares subject to the Award may be determined by reference to the daily exchange rate published by the Reserve Bank of Australia on the relevant date. Note that the exchange rate may fluctuate, and the Australian dollar equivalent of the market price will depend on the then-current U.S. dollar/Australian dollar exchange rate.

Issue of Award. The Award will be issued for no consideration.

Settlement. Notwithstanding any discretion in the Plan or the Award Agreement to the contrary, settlement of the Award shall be in Common Stock and not, in whole or in part, in the form of cash.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN BRAZIL

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Brazil, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of Private Offering. It is intended that the grant of Restricted Stock Units or Performance Share Units by the Company to the Participant under the Award Agreement shall not constitute a “public offering” in Brazil, as defined in CVM Ruling No. 160 of the Brazilian Securities Exchange Commission (CVM), dated July 13, 2022 and, therefore, prior registration with the relevant securities authorities in Brazil is not required.

Labor Law Policy and Acknowledgement. By accepting this award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that (i) the benefits provided under the Grant Notice, Award Agreement and the Plan are the result of commercial transactions unrelated to the Participant’s employment and, also, are established voluntarily by TransUnion, with discretionary nature; (ii) the Grant Notice, Award Agreement and the Plan are not a part of the terms and conditions of the Participant’s employment and, therefore, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments, and in no event should they be considered as compensation for, or relating in any way to, past services for TransUnion or any Subsidiary or Affiliate of TransUnion; (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment; (iv) the Participant’s involvement in the Grant Notice, Award Agreement and the Plan shall not create a right to further employment with the Participant’s employer and shall not interfere with the ability of the TransUnion to terminate the Participant’s employment relationship at any time, for any or no reason to the extent permitted under applicable law; and (v) The Participant is voluntarily taking part in the Grant Notice, Award Agreement and the Plan.

Compliance with Applicable Law. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant agrees to comply with applicable Brazilian tax laws and to pay any and all applicable taxes, social insurance, payroll taxes, fringe benefits taxes, payment on account or others tax-related items associated with the vesting of the Restricted Stock Units or Performance Share Units, the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Restricted Stock Units or Performance Share Units.

Finally, the Participant shall pay to TransUnion any amount of tax-related items that TransUnion may be required to withhold or account for as a result of the Participant's involvement in the Plan that cannot be satisfied by the means previously described. TransUnion may refuse to issue or deliver the Restricted Stock Units or Performance Share Units if the Participant fails to comply with their obligations in connection with the tax-related items.

TransUnion and its Subsidiaries are not providing any tax, legal, or financial advice, nor are TransUnion and its Subsidiaries making any recommendations regarding the Participant's involvement in the Plan or the Participant's acquisition or sale of the underlying Restricted Stock Units or Performance Share Units. The Participant is hereby advised to consult with their own personal tax, legal, and financial advisors regarding their involvement in the Plan before taking any action related to the Plan.

Language Consent for Employees. The parties acknowledge that this Award Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. The Participant agrees and confirms that the Participant is fluent in the English language, and fully understands the terms of the Plan and this Award Agreement written in English.

Data Protection. The Participant acknowledges that, considering the effectiveness of the Law No. 13,709/2018 (Brazil General Data Protection Law), TransUnion may, at its sole discretion and based on the grounds of its legitimate interest, gather, collect, process, store, transfer and share the Participant's personal information in order to comply with legal, regulatory and other obligations set forth in this Award Agreement. The Participant also acknowledges that TransUnion may transfer the Participant's information or personal data internationally, using appropriate transfer mechanisms as permitted by the law.

Electronic Delivery. TransUnion may deliver any documents related to current or future participation in the Plan by electronic means. The Participant consents to receive those documents by electronic delivery and to participate in the Plan through any online or electronic system established and maintained by TransUnion or a third party designated by TransUnion

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CANADA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Canada, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Restricted Stock Units and Performance Share Units Settled in Cash or Shares Acquired in the Open Market Only.** Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, I understand that any Restricted Stock Units or Performance Share Units granted to me shall be paid in cash or by delivery of previously issued shares of the Company acquired in the open market.
 2. **Settlement Date.** Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, any Restricted Stock Units or Performance Share Units will be settled no later than December 31 of the calendar year in which the vesting occurs.
 3. **Termination.** Notwithstanding any terms or conditions of the Plan or the Award Agreement to the contrary, in the event of the termination of the Participant’s employment with the Company Group, the right of the Participant to receive any unvested Award (and all shares of Common Stock, or cash, and any related dividend equivalents that may otherwise have been delivered or paid pursuant to such Award) will terminate effective as of the later of: (i) the date that the Participant actually ceases to perform services for the Company Group, as recorded by the Company Group; and (ii) the last day of the period during which the Participant is entitled to notice of termination only if and as required under applicable minimum employment standards legislation (the “Termination Date”). For greater certainty, the Termination Date shall be determined without reference to any statutory severance or any contractual or common law notice of termination of which the Participant is in receipt or may be eligible to receive at common law, pursuant to a contract, or otherwise; and no grants or damages in lieu thereof are payable with respect to any applicable statutory severance period or contractual or common law notice period. Notwithstanding the foregoing, in no event will a Participant receive less under the Award Agreement than that required by applicable minimum employment standards legislation. The Company Group reserves the right to terminate the employment of the Participant, regardless of the effect of such termination of employment on entitlements under the Award Agreement. The Participant hereby waives, and irrevocably releases each member of the Company Group from, any
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claim or entitlement to compensation or damages that may arise from any forfeiture of Awards as a result of the cessation of vesting on the Termination Date.

4. **Voluntary Participation**. The Participant hereby acknowledges that they have voluntarily agreed to participate in the Plan and to accept the Award evidenced by the Award Agreement.

The following provision will apply to residents of Quebec only:

5. **Language Consent**. The parties acknowledge that it is their express wish that this Award Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention.

The following provision will apply to residents of Ontario only:

6. **Amendment to Noncompetition Covenant**. Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, with respect to any Participant who is a resident of the Province of Ontario and not a C-suite executive of the Company Group, Section 7 of the Award Agreement (Noncompetition) is hereby amended to provide that such Participant may, at any time after the termination of the Participant's employment, participate in any Competitive Business Activity on behalf of a Competitor but, if such Competitive Business Activity on behalf of a Competitor occurs during the post-employment portion of the Restricted Period, such Competitive Business Activity shall be deemed Detrimental Activity under the Plan and be subject to the financial consequences set out in Section 14(w) of the Plan.

Notifications

Additional Restrictions on Resale. In addition to the restrictions on resale and transfer noted in the Plan and the Award Agreement, securities granted or purchased under the Plan may be subject to certain restrictions on resale imposed by Canadian provincial securities laws. You are encouraged to seek legal advice prior to any resale of such securities. In general, Participants resident in Canada may resell their securities in transactions carried out on exchanges outside of Canada.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CHILE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Chile, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Securities Notice:** Neither TransUnion, Transunion Soluciones de Informacion Chile S.A., nor the Second Amended and Restated 2015 Omnibus Incentive Plan have been registered in the Registro de Valores (Securities Registry) or in the Registro de Valores Extranjeros (Foreign Securities Registry) of the Comisión para el Mercado Financiero de Chile (Chilean Commission for the Financial Market or “CMF”) and therefore, are not subject to the oversight of the CMF. The securities offered under the aforementioned incentive plan will be offered in Chile solely pursuant to Norma de Carácter General 336 (General Regulation No. 336) of the CMF, which constitutes an exception to the registration requirements applicable to the offering of securities. Since the shares are not registered, the issuer has no obligation under Chilean law to deliver public information in Chile in their respect. The shares will not be subject to a public offering in Chile unless they are registered in the Registro de Valores Extranjeros (Foreign Securities Registry) of the CMF. The commencement date of the offer is February 28, 2025..
 2. **Employment Notice:** The Participant understands that their participation under the Plan constitutes an employment benefit under their employment relationship with the Chilean TransUnion subsidiary: Transunion Soluciones de Informacion Chile S.A. and does therefore not imply the existence of any employment or similar relationship with TransUnion or its related entities abroad. For purposes of formally becoming a participant under the Plan, the Participant will additionally be required to sign an addendum to the employment contract with their local employment entity and will be also bound by the terms and conditions outlined in said addendum.
 3. **Termination Definitions:** For purposes of regulations regarding grounds for termination, the following definitions must be observed:
 - a) **Disability:** A termination based on mutual agreement of the parties (Article 159 No.1 of the Chilean Labor Code), due to the Participant’s disability. For purposes of agreeing to this termination, a disability certificate issued by the competent authority must be exhibited.
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- b) **Death:** Termination of the Participant's employment based on the ground of death of the employee, regulated under Article 159 No.3 of the Chilean Labor Code.
- c) **Cause:** Any termination based on: (i) the grounds set forth under Article 160 of the Chilean Labor Code; or (ii) resignation of the Participant, as provided under Article 159 No.2 of the Chilean Labor Code.

- 4. **Constructive Termination:** The "Constructive Termination" definitions and regulations are not applicable.
- 5. **Language:** The Participant expressly acknowledges they are fluent in English and therefore duly understands the terms and conditions of the Plan and its documentation. Indeed, the Participant represents that they have experienced no damage or inconvenience based on the language in which the Plan documents are issued.
- 6. **Compliance with Applicable Tax Law:** By accepting the award of Restricted Stock Units or Performance Share Units, the Participant agrees to comply with applicable Chilean tax laws and to pay any and all applicable taxes, social security contributions, payroll taxes, fringe benefits taxes, payment on account or others tax-related items associated with the vesting of the Restricted Stock Units or Performance Share Units, the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Restricted Stock Units or Performance Share Units.

The Participant shall pay to TransUnion any amount of tax-related items that TransUnion may be required to withhold or account for as a result of the Participant's involvement in the Plan that cannot be satisfied by the means previously described. TransUnion may refuse to issue or deliver the Restricted Stock Units or Performance Share Units if the Participant fails to comply with their obligations in connection with the tax-related items.

TransUnion and its Subsidiaries are not providing any tax, legal, or financial advice, nor are TransUnion and its Subsidiaries making any recommendations regarding the Participant's involvement in the Plan or the Participant's acquisition or sale of the underlying Restricted Stock Units or Performance Share Units. The Participant is hereby advised to consult with their own personal tax, legal, and financial advisors regarding their involvement in the Plan before taking any action related to the Plan.

- 7. **Foreign Exchange Reporting:** The Participant understands that, due to their participation in the Plan, they might be required to report about the ownership of shares abroad or the existence of inward remittances to the Central Bank of Chile. The Participant should consult their personal advisor to ensure compliance with applicable reporting obligations.
 - 8. **Governing Law:** Section 29 of the Award Agreement is amended to substitute "Delaware" for "Chile" with respect to governing law, jurisdiction and venue.
 - 9. **Section 31, "Section 409A":** This section is deleted because it has no legal relevance under Chilean employment law.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN COLOMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Colombia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that pursuant to Article 128 of the Colombia Labor Code (modified by Article 15 of Law 50, 1990), equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits derived from the Plan do not constitute a component of “salary” for any purposes; therefore, they will not be considered in the calculation of the amount of fringe benefits (if any), vacations, indemnification, any other labor payments and/or social security obligations and payroll tax contributions.

Exchange Control Information. Investments in assets located outside of Colombia (including Common Stock received following the vesting of Restricted Stock Units and Performance Share Units) are subject to registration by the Participant before the Central Bank of Colombia (*Banco de la República*). Further, upon the sale of any Common Stock that a Participant has registered with the Central Bank, the Participant must cancel the registration within six (6) months of the sale of such Common Stock. The Participant may be subject to fines for failure to cancel such registration with the Central Bank.

Tax Information. Upon the settlement of Restricted Stock Units and Performance Share Units, the Participant will recognize taxable income equivalent to the Fair Market Value of the shares at the time the respective shares of Common Stock are delivered. Additionally, assets held abroad by Colombian tax residents, including shares in foreign companies, are required to be reported to the Colombian Tax Authority (“DIAN” as per its acronym in Spanish). On a yearly basis, Form No. 160 (Statement of Foreign Assets) shall be filed indicating information on assets held abroad as of January 1st of each year, such as the value of the assets and the jurisdiction in which they are located.

Currently income tax rates for individuals are between 0% and 39%.

The recognized income will be subject to withholding by the Participant’s employer. The value of the shares of Common Stock is also considered as a basis to calculate any equity tax accrued in the future, and the future sale of the shares of Common Stock by the Participant will be a taxable event for the Participant.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS
ADDENDUM FOR PARTICIPANTS RESIDING IN COSTA RICA**

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in South Africa, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information: Subject to the terms and conditions of this section, the employee shall acknowledge the confidential nature of the terms and conditions and should agree that it shall not (i) disclose any of such Confidential Information to any person or entity, except to such Party’s affiliates, employees, advisors and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under any Agreement or addendum, or (ii) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this any agreement or addendum.

Section 7, Noncompetition: If non-competition is agreed after employment, a specific amount must be paid, which is normally not less than 50% of the salary for the term, and a geographic area will be delimited.

Section 9 and 10, Non solicitation. There is no regulation for non-solicitation and the only way to make it applicable would be if a material damage against the company is proven, but this would be done before a civil and not a labor Court.

Section 18, Tax withholding. When the employee decides to sell the stocks (if possible), we must consider the territoriality principle applied by the Costa Rican tax system. If the transaction is made within the United States Stock Exchange market, with shares of a foreign company, the earnings arising from such sale, would not be considered territorial income. It is important to consider whether the same "Fidelity" administrator will be the one that employees in Costa Rica would be using, since there could be taxes involved when being administered from the USA. If the shares sold are from the local company, in other words, a Costa Rican company, then the earnings would be subject to a 15% capital gain. If the employee is granted an amount of stocks or share units, they are subject to income tax payment. The amount paid would be defined by the value of the stocks.

Section 29, Governing Law. This Addendum shall be governed by and construed in accordance with the substantive laws of the Republic of Costa Rica, without regard to conflict of laws principles.

Section 31, Section 409A. This section was deleted because it has no legal relevance under Costa Rican labor law.

Additionally, the following must be considered:

- 1. Payroll deductions for stock purchasing:** To implement any payroll deductions, TransUnion in Costa Rica must obtain written consent directly from the employees, and it should clearly outline the percentage of the automatic payroll deduction and be signed by the employee as an expression of his/her voluntary acceptance.

Unlike in some other jurisdictions, applying a pre-tax to stock options in Costa Rica is not feasible due to legal requirements regarding mandatory deductions to the payroll. These deductions include Costa Rican Social Security contributions, income tax, pensions, and salary garnishments (where applicable), and after deducting these mandatory obligations, the remaining amount available to the employee must not be the minimum wage by law, since if after these deductions it turns out that the employee has a remainder equal to the minimum wage, no more deductions could be applied and therefore he/she could not participate in the purchase of stocks.

The minimum wage amount will depend on each job position, since in Costa Rica the minimum salary is determined according to each profession.

- 2. Social Security and Tax implications of purchasing stocks:** Neither the stocks purchased by the employees nor the profit after the sale in the United States Stock Exchange are considered as salary benefit for Costa Rican Social Security matters, therefore, Social Security contributions are not applicable.

As for tax matters, when an employee purchase company stocks with a discount, this discount must be considered as a gratuity, and therefore, it is subject to tax withholding, with no deduction whatsoever. If no discount is granted to the employee, then there are no tax implications at the time of the purchase.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN FRANCE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who is resident in France for French tax purposes and/or subject to the French social security regime, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in France. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Consent to Receive Information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. *En acceptant cette attribution gratuite d’actions, le Participant confirme avoir lu et compris le Plan et ce Contrat d’Attribution, incluant tous leurs termes et conditions, qui lui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the termination of the Participant’s employment.

Award Not Tax-Qualified. The Award of Restricted Stock Units or Performance Share Units is not intended to qualify for the specific tax and social security treatment applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 *et seq.* of the French Commercial Code, as amended.

Foreign Ownership Reporting. The Participant is required to report all foreign accounts (whether open, current or closed) to the French tax authorities when filing his or her annual tax return. The Participant should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the participant's participation in the plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

The Participant is expressly informed that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise data subject rights in relation to his or her personal data, such as the right of objection or erasure which entails that the required data can no longer be processed for the purposes of this Award Agreement, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant's personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or transferred including the purpose of such disclosure or transfer and, where applicable, the

safeguards applied to any transfers of data outside of the EU; the rights of the Participant in respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN GERMANY

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Germany, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Germany. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the termination of the Participant’s employment.

Foreign Ownership Reporting. If the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year, the Participant will need to report the acquisition when the Participant files his/her tax return for the relevant year. A qualified participation is attained if (i) the value of the Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event the Participant holds Common Stock exceeding 10% of TransUnion’s total Common Stock. However, if Common Stock is listed on a stock exchange recognized in the European Union or the European Economic Area or on any other foreign stock exchange recognized by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the Participant owns less than 1% of the total Common Stock, the EUR 150,000 threshold will not apply. A list of the foreign stock exchanges recognized by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) can be found on the Federal Financial Supervisory Authority’s website: www.bafin.de.

Exchange Control Information. Cross-border payments in excess of EUR 12,500 must be reported monthly to the German Federal Bank. The German Federal Bank no longer will accept reports in paper form and all reports must be filed electronically. The electronic “General Statistics Reporting Portal” (*Allgemeines Meldeportal Statistik*) can be accessed on the German Federal Bank’s website: www.bundesbank.de.

Data Protection. By entering into this Award Agreement, the Participant hereby acknowledges the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the participant's participation in the plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

The Participant is expressly informed that the purposes described in this Award Agreement are necessary for the performance of the Plan by the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise data subject rights in relation to his or her personal data, such as the right of objection or erasure which entail that the required data can no longer be processed for the purposes of this Award Agreement, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant's personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or transferred including the purpose of such disclosure or transfer and, where applicable, the safeguards applied to any transfers of data outside of the EU; the rights of the Participant in

respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

Additional Tax Provisions. Each Participant who is either (i) resident for tax purposes in Germany or (ii) otherwise subject to German income tax and/or social security contributions in respect of the grant of or any earnings received from the Common Stock shall be obliged to notify his or her employing company (the “**Employer**”) of the grant, vesting, or settlement of the Awards and the Common Stock. The Employer shall, as foreseen under statutory law, have the authority and the right to deduct or withhold, or require the Participant to remit to the Employer, an amount sufficient to satisfy any Tax Liability required by law to be withheld including, without limitation, the authority to deduct such amounts from other compensation payable to the Participant by the Employer. If a Participant is resident for tax purposes in Germany, but not subject to German wage withholding tax (i.e. because the Participant receives income from self-employment), the Participant is – in deviation of Section 14(d) of the Plan and Section 18 of this Award Agreement – obliged to declare income from his or her self-employed activity in connection with the Company and/or its Affiliates in his or her individual income tax return at the time of the settlement of the Awards. The Participant shall indemnify and keep indemnified the Employer, the Company and any of its Affiliates from and against any liability for or obligation to pay any Tax Liability required by law to be withheld and/or paid with respect to any taxable event arising in connection with the Awards. “**Tax Liability**” shall mean any liability for VAT, income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social insurance contributions in connection with the Awards. Additionally, the Participant agrees to comply with applicable German tax laws and to pay any and all applicable taxes associated with the receipt of dividends and/or the sale of shares of Common Stock acquired upon vesting and settlement of the Awards. The Participant understands that they may suffer adverse tax consequences as a result of the grant, vesting, or settlement of the Awards and the holding and/or the sale of Common Stock. The Participant represents that they have had the opportunity to consult with any tax consultants they deem advisable in connection with the Awards and that they are not relying on Company for any tax advice. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN GUATEMALA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Guatemala, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Concepts:

Retirement: Take into consideration that in Guatemala the retirement age is 60 years, however this is voluntary on the part of the worker.

Noncompetition. The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor **during the labor relationship**.

Section 6, Nondisclosure of Confidential Information. The Participant's obligations not to disclose or use the Company's Confidential Information, including proprietary business information, is legally enforceable for an indefinite period.

Section 7, Noncompetition. Section 7 shall only apply if the Participant uses or discloses Company’s Confidential Information.

Section 9 and 10, Nonsolicitation. Sections 9 and 10 shall only apply if the Participant uses or discloses the Company’s Confidential Information.

Labor Law Policy and Acknowledgement. The Participant acknowledges that the Award is being granted by the Company on behalf of his or her employer a subsidiary within the Company Group. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this Award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. The Participant hereby acknowledges and agrees that his or her participation in the Plan **does not create a labor relationship with any other company within the Company Group different from his or her current employer**. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation if the Participant loses his or her rights under the Plan because of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment). The

Participant hereby acknowledges that equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits derived from the Plan **do not constitute a component of “salary” for any purposes**; therefore, they will not be considered in the calculation of the amount of labor benefits (if any), vacations, severance, annual bonus, Christmas bonus or any other labor payments and/or social security obligations.

Consent to receive, know and understand information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. / **Consentimiento de recibir, conocer y entender la información en inglés.** *Al aceptar la adjudicación de Unidades de Acciones Restringidas o Unidades de Acciones de Rendimiento, el Participante confirma haber leído y comprendido el Plan y el Acuerdo de Adjudicación, que se facilitaron en lengua inglesa. En consecuencia, el Participante acepta los términos de dichos documentos.*

Tax Information. Upon the settlement of Restricted Stock Units and Performance Share Units, the Participant will recognize taxable income equivalent to the Fair Market Value of the shares at the time the respective shares of Common Stock are delivered. The recognized income will be subject to withholding Income Tax by the Participant’s employer.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN HONG KONG

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Hong Kong, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

The Restricted Stock Units and Performance Share Units and the shares of Common Stock underlying such Restricted Stock Units and Performance Share Units do not constitute a public offering of securities under Hong Kong law and are available only to the Participants of the Plan. The Participant should be aware that the contents of the Award Agreement, including this Addendum, the Grant Notice, the Plan and other incidental communication materials, have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities within the meanings under the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance or other applicable securities legislation in Hong Kong. The Restricted Stock Units and Performance Share Units are intended only for the personal use of each eligible employee of the Company or any Subsidiary and may not be distributed to any other person. The Company specifically intends that none of the Restricted Stock Units, the Performance Share Units and the Plan will be considered or deemed an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN INDIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in India, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary and are not to be considered in valuing employment benefits or severance payable in the event of the Participant’s termination of employment.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.
 - (2) The Participant understands that the Company and any Subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant’s favor (“Data”), for the purpose of implementing, administering and managing the Plan.
 - (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant’s country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data,
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in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.

Responsibility for Taxes and Tax Withholding Obligations. This provision supplements Section 18 of the Award Agreement and Section 14(d) of the Plan: Without limiting the Company's and its Affiliates' authority to satisfy their withholding obligations for taxes as set forth in Section 18 of the Award Agreement and Section 14(d) of the Plan, in accepting the Award of Restricted Stock Units or Performance Share Units, the Participant authorizes the Company and/or its applicable Affiliate to withhold shares of Common Stock otherwise deliverable to the Participant upon allotment/ issuance to satisfy any required tax withholding, regardless of whether the Company or its Affiliate has an obligation to withhold such amounts.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN IRELAND

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 ("TransUnion") and the above-named employee who resides in Ireland, having entered into this Award Agreement as of the date of grant specified above (the "Award Agreement") hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in Ireland. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Income Tax, Pay Related Social Insurance and Universal Social Charge: Where the Participant is tax resident in Ireland on the vesting date and/or is a director of any Irish member of the Company Group, the Participant hereby agrees to indemnify the Company and any Affiliate in respect of any Irish income tax, employee Pay Related Social Insurance (PRSI) (but, for the avoidance of doubt, not employer PRSI), Universal Social Charge and any other relevant statutory deductions, withholdings or payments that the Company and/or any Affiliate is required to make or pay on as a matter of Irish law in relation to any Award under the Plan and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection of such taxes and the satisfaction of the obligations of the Company or any Affiliate in respect of the same.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant's employment; (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant's remuneration from employment, is not to be considered in valuing employment benefits or severance payable in the event of the Participant's termination of employment and is not pensionable; and (iv) the rights or opportunity granted to the Participant on the grant of the Restricted Stock Units or Performance Share Units shall not give the Participant any rights or additional rights in respect of any pension scheme operated by the Company or any Affiliate. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges, agrees and consents to any deductions that may be made having regard for the provisions of the Plan, the Grant Notice and the Award Agreement for the purposes of the Payment of Wages Act 1991 (as amended).

Enforceable Restrictions. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that it is intended that the restrictions

contained in Sections 6 through 10 of the Award Agreement are fully enforceable. Having regard to this intention, if a Court of competent jurisdiction determines that these restrictions are not enforceable (in whole or in part), the Participant acknowledges and agrees that each outstanding and unvested Award of Restricted Stock Units and Performance Share Units granted to such Participant shall immediately terminate and be forfeited without any consideration.

Data Protection.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by “model contract clauses” or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant’s entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal data, such as the right of objection or erasure, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

The Participant shall be provided with the information regarding the following by the Company, the Board or any Affiliate employing the Participant to the extent that they are acting as controllers of the Participant’s personal data (save where the Participant already has the information): the purpose of the collection and use of the personal information or other relevant information pertaining to the Participant; the information to be collected and used; the period and method of retention and use of the personal information or other relevant information pertaining to the Participant; details of any third parties to whom their information is disclosed or

transferred including the purpose of such disclosure or transfer and, where applicable, the safeguards applied to any transfers of data outside of the EU; the rights of the Participant in respect of access to, rectification and deletion of their information and any related disadvantages; where applicable, the contact details of the Data Protection Officer of the relevant controller; and the right to complain to the relevant data protection supervisory authority.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN KENYA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Kenya, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of No Guarantee of Continued Employment. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that the benefits under the Plan are separate and distinct from the Participant’s contract of employment and do not form part of the terms and conditions of the Participant’s employment, and that nothing in the Plan will prevent the Participant’s employer from terminating his or her employment in accordance with the terms of the Participant’s employment arrangement.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MEXICO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Mexico, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

The provisions of Sections 6-10 of the Award Agreement shall also apply to the above-named employee *mutatis mutandis* to his or her relationship with their current employer within the Company Group, to the maximum extent permitted by applicable Law.

Labor Matters and Acknowledgement. The Participant acknowledges that the Award is being granted by the Company on behalf of his or her employer a subsidiary within the Company Group. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this Award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. The Participant hereby acknowledges and agrees that his or her participation in the Plan does not create a labor relationship with any other company within the Company Group different from his or her current employer. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation in the event that the Participant loses his or her rights under the Plan as a result of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment).

The Participant hereby acknowledges and certifies that (i) the Participant is fully aware of and understands the terms and conditions of the Plan, the Grant Notice and the Award Agreement, (ii) the Participant completely and voluntarily agrees to such terms and conditions, (iii) the Participant has been furnished with all relevant information and materials on the Company’s operations and financial condition, (iv) the Participant has read and understood such information and materials, (v) such information and materials are sufficient and have enabled the Participant to make an informed decision to invest in the shares offered, (vi) neither an Award nor the participation of the Participant in the Plan grant any right for claims against the employer subsidiary of the Company, and (vii) the Award is not part of the Participant’s contractual salary payable by the employer subsidiary of the Company.

Data Privacy Notice. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use, treatment, and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.
 - (2) The Participant understands that the Company and any subsidiary may collect, hold and treat the following personal information about the Participant: name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.
 - (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain, treat and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments or corrections to Data or refuse or withdraw the consents herein, in any case without cost, by contacting the person responsible for the treatment of Data identified below. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.
 - (4) Address and identity of the person responsible for the treatment of Data: TransUnion, Attn: Privacy Department, 555 West Adams Street, Chicago, Illinois 60661.
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- (5) The Participant may exercise the rights described hereinabove by submitting a request duly signed and addressed to the area of privacy personal data of the Company to the Company's corporate headquarters, or to the following e-mail address: Privacy@transunion.com. The request must be accompanied by the necessary documents to prove the identity of the Participant through official ID, as well as an e-mail address to receive notifications and decisions, or another means to receive the notifications, as well as any other documents deemed necessary. The Company will issue a decision within the twenty (20) business days from the date the request was submitted. If the request is granted, the decision will be effective within the fifteen (15) business days following the date the decision is notified. If appropriate, the Company will attach the necessary documents with the information or personal data in its possession. The abovementioned terms may be extended for an equal period under appropriate circumstances. For more information please contact the area of privacy of personal data by sending an email to Privacy@transunion.com.

The Company reserves the right to amend at any time this privacy policy notice, and notify the Participant through e-mail of such amendments. All amended terms will automatically take effect ten (10) days after the Company provides notice of the amendments.

Securities Law Information. The shares of Common Stock have not been, and will not be, registered in the National Securities Registry (*Registro Nacional de Valores*) maintained by the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*) and will not be and cannot be offered or sold in Mexico without the authorization of the National Banking and Securities Commission unless offered or sold through a private offer pursuant to the exceptions set forth in article 8th of the Mexican Securities Market Law (*Ley del Mercado de Valores*) and other applicable provisions. An Award under the Plan does not constitute a public offering in Mexico, falls within the provisions article 8th of the Mexican Securities Market Law, and, therefore, it is not subject to registration with the National Banking and Securities Commission or any other Mexican regulatory authorities.

Governing Law. The Award Agreement and the Grant Notice shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the parties hereto hereby submit to the exclusive jurisdiction of and venue in the courts of Delaware and hereby expressly and irrevocable waive any other venue or jurisdiction that could be applicable by virtue of their present or future domiciles or any other reason.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN PHILIPPINES

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in the Philippines, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Labor Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that this award does not form part of the Participant’s employment or service agreement with the Company or any of its subsidiaries and does not amend or supplement any such agreement. Participation in the Plan does not entitle the Participant to future benefits or payments of a similar nature or value and does not entitle the Participant to any compensation in the event that the Participant loses his or her rights under the Plan as a result of termination of employment. Benefits or payments that the Participant may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to the Participant (including in cases of termination of employment).

The Participant hereby acknowledges and certifies that (i) the Participant is fully aware of and understands the terms and conditions of the Plan, the Grant Notice and the Award Agreement, (ii) the Participant completely and voluntarily agrees to such terms and conditions, (iii) the Participant has been furnished with all relevant information and materials on the Company’s operations and financial condition, (iv) the Participant has read and understood such information and materials, and (v) such information and materials are sufficient and have enabled the Participant to make an informed decision to invest in the shares offered.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.
 - (2) The Participant understands that the Company and any subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, identification number (*e.g.*, resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or
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outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.

- (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.

Taxes and Tax Withholding Obligations. In accepting the Award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that any gain equivalent to the book value or fair market value of the shares (whichever is higher) at the time of settlement is considered additional compensation income under Philippine law and will be subject to the graduated income tax rates depending on the Participant's income bracket, and to withholding tax on compensation. The Participant hereby authorizes his or her employer to withhold the applicable tax upon settlement to satisfy any required tax withholding.

Securities Notice. The Award is subject to the Philippine Securities and Exchange Commission's approval of the application for exemption from registration under the Philippine Securities Regulation Code and its Implementing Rules and Regulations. No Award shall be effective unless and until the Philippine Securities and Exchange Commission approves such application.

THE SECURITIES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE PHILIPPINE SECURITIES AND EXCHANGE COMMISSION UNDER THE PHILIPPINE SECURITIES REGULATION CODE. ANY FUTURE OFFER OR SALE THEREOF IN THE PHILIPPINES IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE PHILIPPINE SECURITIES REGULATION CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN PUERTO RICO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Puerto Rico, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Terms and Conditions

1. **Noncompetition.** The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees with the Company that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant’s employment with the Company for any reason, or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents subject to this Award Agreement, as well as sales positions for all other positions, ending on the date that is twelve (12) months following the termination of the Participant’s employment with Company for any reason (as applicable, the “Restricted Period”), the Participant shall not, during the Participant’s Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term “participate in” (with the term “participating in” having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.
 2. **Geographic Scope.** The provisions of Section 8 shall apply to any territory, region or geography in Puerto Rico that the Participant serviced or had responsibility for on behalf of the Company or for which the Participant had access to Confidential Information about through the Participant’s position and responsibilities at the Company during the twelve
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(12) months preceding the termination of the Participant's employment, or during the period from the date of this Award Agreement to the date of the termination of the Participant's employment with the Company.

3. **Governing Law.** This Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Award Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN SOUTH AFRICA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in South Africa, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of Private Offering. The information contained in the Plan, the Grant Notice and the Award Agreement is strictly private and confidential and for the attention of the addressee only. Any offer or invitation contained herein is open for acceptance by the addressee only and, as such, does not constitute an offer to the public as envisaged in Chapter 4 of the South African Companies Act, 2008 (the “Companies Act”). Consequently, the Plan, the Grant Notice and the Award Agreement have not been and are not required to be registered with the Companies and Intellectual Property Commission as a prospectus as contemplated in Chapter 4 of the Companies Act and does not constitute an “advertisement” as contemplated in Section 98 of the Companies Act.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units and/or Performance Share Units, the Participant acknowledges that (i) awards granted under the Plan, the Grant Notice, and the Award Agreement and any other related benefits thereunder are entirely discretionary; (ii) the Plan, the Grant Notice, and the Award Agreement do not form part of the Participant’s terms and conditions of employment; and (iii) the income or value from the vesting of the Restricted Stock Units and Performance Share Units shall not form part of the Participant’s remuneration for purposes of calculating any annual leave, severance pay, and notice pay due to the Participant in law, any employment policy, or their contract of employment.

Termination for Cause. Without derogating from the definition of “Cause” in the Plan, and unless otherwise determined by the Committee, a termination for Cause shall also include termination of a Participant’s employment by reason of the Participant’s (i) gross misconduct; (ii) poor work performance; and/or (iii) resignation where it does not amount to a Constructive Termination.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant’s personal information as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal information will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may require such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in South Africa or outside of South Africa so that they may transfer the personal information or other relevant information pertaining to the Participant in South Africa or outside of South Africa for the purpose of administering the Plan (in which case the transfer shall be governed by “model contract clauses” or equivalent measures ensuring an adequate level of protection as required under South African data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant’s entitlement to an Award and/or any Restricted Stock Units and Performance Share Units where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for pursuing the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal information, such as the right of objection or deletion, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Restricted Stock Units and Performance Share Units which are being held on his behalf.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN SPAIN

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Spain, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 2, Termination of Employment. Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Award Agreement, Section 2(b) of the Grant Notice (regarding prorated vesting of Restricted Stock Units or Performance Share Units upon the Participant’s Retirement) is hereby revised to delete the requirement that the Participant must execute a general release and waiver of claims in a form and manner determined by the Company.

Consent to Receive Information in English. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant confirms having read and understood the Plan and the Award Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly. *Al aceptar esta adjudicación gratuita de acciones, confirma que ha leído y comprendido el Plan y el presente Acuerdo, incluidos todos sus términos y condiciones, que se han facilitado en lengua inglesa. Usted acepta las disposiciones de estos documentos con pleno conocimiento del contenido de los mismos.*

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, and (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment.

Responsibility for Taxes and Tax Withholding Obligations. This provision supplements Section 18 of the Award Agreement and Section 14(d) of the Plan: Without limiting the Company’s and its Affiliates’ authority to satisfy their withholding obligations for taxes as set forth in Section 18 of the Award Agreement and Section 14(d) of the Plan, in accepting the award of Restricted Stock Units or Performance Share Units, the Participant authorizes the Company and/or its applicable Affiliate to withhold shares of Common Stock otherwise deliverable to the Participant upon vesting or settlement to satisfy any required tax withholding, regardless of whether the Company or its Affiliate have an obligation to withhold such amounts.

Foreign Ownership Reporting. The Participant is required to report all foreign accounts (whether open, current or closed) to the Spanish tax authorities when filing his or her annual tax return. The Participant should consult his or her personal advisor to ensure compliance with applicable reporting obligations.

Data Protection. By entering into this Award Agreement, the Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the participant's personal data as described in this Award Agreement and any other award grant materials by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

By entering into this Award Agreement, the Participant acknowledges that his or her personal data will be processed and disclosed as follows: by the Company, or any Affiliate employing the Participant as they are required to collect, process and utilise the personal information or other relevant information pertaining to the Participant for purposes directly relevant to the Award granted to the Participant, and to disclose or transfer such information to other Affiliates and, if necessary, a third party (including any broker, registrar or administrator) for the purpose of administering the Plan; by the Company or any Affiliate employing the Participant and any such third party so that they may utilise such information for the purpose of administering the Plan, provided that such information shall be kept confidential and shall not be used by any of them for any purposes not related to the administration of the Plan; by the Company or any Affiliate employing the Participant and any such third party (any of which may be located in the EU or outside of the EU) so that they may transfer the personal information or other relevant information pertaining to the Participant in the EU or outside of the EU for the purpose of administering the Plan (in which case the transfer shall be governed by "model contract clauses" or equivalent measures required under EU data protection laws); and by and to any future purchaser of the Company or any Affiliate employing the Participant, or any future purchaser of their respective undertakings or any parts thereof, for the purpose of administering the Plan and/or confirming the Participant's entitlement to an Award and/or any Common Stock where such entitlement is relevant to Award.

By entering into this Award Agreement, the Participant acknowledges that the purposes described in this Award Agreement are necessary for the performance of the Plan or are otherwise necessary for the legitimate interests of the Company or any Affiliate employing the Participant in connection with the administration of the Plan. Should the Participant exercise any data subject rights in relation to his or her personal data, such as the right of objection or erasure, the Participant acknowledges that it may no longer be possible to administer the Plan in respect of the Participant. In that case the Awards may lapse and shall not be capable of vesting and the Participant shall be deemed to have waived (without any right to compensation) any right to Common Stock which are being held on his behalf.

THE PARTICIPANT SHALL BE PROVIDED WITH THE INFORMATION REGARDING THE FOLLOWING BY THE COMPANY, THE BOARD OR ANY AFFILIATE EMPLOYING THE PARTICIPANT TO THE EXTENT THAT THEY ARE ACTING AS CONTROLLERS OF THE PARTICIPANT'S PERSONAL DATA (SAVE WHERE THE PARTICIPANT ALREADY HAS THE INFORMATION): THE PURPOSE OF THE COLLECTION AND USE OF THE PERSONAL INFORMATION OR OTHER RELEVANT INFORMATION PERTAINING TO THE PARTICIPANT; THE INFORMATION TO BE COLLECTED AND USED; THE PERIOD AND METHOD OF RETENTION AND USE OF THE PERSONAL INFORMATION OR OTHER RELEVANT INFORMATION PERTAINING TO THE PARTICIPANT; DETAILS OF ANY THIRD PARTIES TO WHOM THEIR INFORMATION IS DISCLOSED OR TRANSFERRED INCLUDING THE PURPOSE OF SUCH DISCLOSURE OR TRANSFER AND, WHERE APPLICABLE, THE SAFEGUARDS APPLIED TO ANY TRANSFERS OF DATA OUTSIDE OF THE EU; THE RIGHTS OF THE PARTICIPANT IN RESPECT OF ACCESS TO, RECTIFICATION AND DELETION OF THEIR INFORMATION AND ANY RELATED DISADVANTAGES; WHERE APPLICABLE, THE CONTACT DETAILS OF THE DATA PROTECTION OFFICER OF THE RELEVANT CONTROLLER; AND THE RIGHT TO COMPLAIN TO THE RELEVANT DATA PROTECTION SUPERVISORY AUTHORITY.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN THE UNITED KINGDOM

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in the United Kingdom, having entered into this Award Agreement as of the date of grant specified above (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

WARNING: The contents of this document have not been reviewed by any regulatory authority in the United Kingdom. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Notice of Private Offering. The Award Agreement, including this Addendum, the Grant Notice, the Plan and other incidental communication materials do not constitute an offer or constitute any part of an offer to the public within the meaning of sections 85 and 102B of the Financial Services and Markets Act 2000 (as amended) (“FSMA”) or otherwise. Accordingly such documents and communications do not, and are not intended to, constitute a prospectus within the meaning of section 85 of FSMA and have not been drawn up in accordance with the prospectus rules of the United Kingdom Listing Authority (being the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA) made in accordance with section 73A of FSMA as amended from time to time pursuant to the Prospectus Regulation 2017 (EU 2017/1129) (which forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018) or approved by or filed with the Financial Conduct Authority or any other competent authority.

Income Taxes and National Insurance Contributions. The Participant hereby agrees to indemnify the Company and any member of the Company Group in respect of any income tax or employees' (but not employers') Class 1 National Insurance Contributions in relation to any Award under the Plan (including, without limitation, on the vesting of any Award) and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection such taxes and the satisfaction of the obligations of the Company or any member of the Company Group in respect of the same.

If payment or withholding of the income tax in connection with the Restricted Stock Units or Performance Share Units is not made within ninety (90) days of the end of the UK tax year in which the income tax liability arises or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by the Participant to the Company (or the employer of the Participant as the case may be), effective as of the Due Date. The Participant agrees that the loan will bear interest at the then current official rate of Her Majesty’s Revenue

and Customs (“HMRC”), it shall be immediately due and repayable, and the Company (or the employer of the Participant) may recover it at any time by any of the means referred to in Section 14(d) of the Plan or by deducting such amount out of wages or other cash compensation otherwise payable to the Participant by the Company and/or the Participant’s employer. Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and the full amount of any income tax arising in relation to any Award under the Plan (to the extent such income tax pertains to a “notional payment” as defined in Section 222(1)(a) of ITEPA) is not collected from or paid by the Participant within ninety (90) days after the end of the tax year in which the notional payment is treated as having been made (for the purposes of Section 222 of ITEPA), or such other period specified in Section 222(1)(c) of ITEPA, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and (to the extent permitted by law) National Insurance contributions at any time thereafter by any of the means referred to in this Agreement or the Plan.

Eligible Persons. Notwithstanding anything to the contrary contained in the Plan, all employees, including employees employed on part-time or temporary basis, who provide services in the United Kingdom and are employed by a Group Company domiciled in the United Kingdom shall be treated as Eligible Persons under Section 6 of the Plan. Other Eligible Persons (including consultants or non-employee directors) who are not employees are not eligible to receive Restricted Stock Units or Performance Share Units under the Plan.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges that (i) equity awards granted pursuant to the Plan, the Grant Notice and the Award Agreement and any other related benefits awards under the Plan are discretionary, (ii) the Plan, the Grant Notice and the Award Agreement are not a part of the terms and conditions of the Participant’s employment; and (iii) the income from the vesting of the Restricted Stock Units and Performance Share Units, if any, is not part of the Participant’s remuneration from employment and is not to be considered in valuing employment benefits or severance payable in the event of the Participant’s termination of employment.

Data Privacy. By accepting the award of Restricted Stock Units or Performance Share Units:

- (1) The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of his or her personal data as described in the Award Agreement by and among, as applicable, the Company and any of its Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant’s participation in the Plan and, where applicable, the Company’s legitimate interest of complying with contractual or statutory obligations to which it is subject.
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- (2) The Participant understands that the Company and any Subsidiary may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, e-mail address, date of birth, social security number or equivalent, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units and Performance Share Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Participant's favor and any other personal information which could identify the Participant and is necessary for the administration of the Plan ("Data"), for the purpose of implementing, administering and managing the Plan.
- (3) The Participant understands that Data may be transferred to a third-party stock plan service provider, as may be selected by the Company from time to time, which may assist in the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient country (*e.g.*, the United States) may have different data privacy laws and protections than the Participant's country. The Company may also share anonymised information with other third parties, but only where the information cannot realistically be identified as relating to the Participant. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the third-party stock plan service provider and other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares of Common Stock received upon vesting of the Restricted Stock Units and Performance Share Units may be deposited. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if he or she later seeks to revoke consent, the Participant's employment status or service with the Participant's employer will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant Restricted Stock Units or Performance Share Units or other equity awards to the Participant or administer or maintain such awards.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN ZAMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named employee who resides in Zambia, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Notice of No Guarantee of Continued Employment. By accepting the award of Restricted Stock Units or Performance Share Units, the Participant acknowledges and agrees that the benefits under the Plan are separate and distinct from the Participant’s contract of employment and do not form part of the terms and conditions of the Participant’s employment, and that nothing in the Plan will prevent the Participant’s employer from terminating his or her employment in accordance with the terms of the Participant’s employment arrangement.

Notice of Private Offering. This Award Agreement, including its Addendum, Grant Notice, Plan, and other related communication materials, does not constitute an offer to the public as defined under the Companies Act No. 10 of 2017 of Zambia. Accordingly, these documents and communications are not intended to constitute a prospectus as required for public offerings under the Securities Act No. 41 of 2016 of Zambia and have not been registered with or approved by the Securities and Exchange Commission.

Employment Law Policy and Acknowledgement. By accepting the award of Restricted Stock Units and/or Performance Share Units, the Participant acknowledges that (i) awards granted under the Plan, the Grant Notice, and the Award Agreement and any other related benefits thereunder are entirely discretionary; (ii) the Plan, the Grant Notice, and the Award Agreement do not form part of the Participant’s terms and conditions of employment; and (iii) the income or value from the vesting of the Restricted Stock Units and Performance Share Units shall not form part of the Participant’s remuneration for purposes of calculating any annual leave, severance pay, and notice pay due to the Participant in law, any employment policy, or their contract of employment.

Termination for Cause. In accordance with the Employment Code Act No. 3 of 2019, and unless otherwise determined by the Committee, a termination for cause includes termination of a Participant's employment due to the Participant's (i) gross misconduct inconsistent with the terms of the employment contract; (ii) habitual neglect of duties or substantial lack of performance; and/or (iii) resignation resulting from the employer's conduct that would entitle the Participant to claim constructive dismissal under Zambian law.

Data Protection. By entering into this Award Agreement, the Participant consents to the collection, processing, and transfer of their personal data by the Company and its Affiliates

exclusively for implementing, administering, and managing the Participant's involvement in the Plan. The Participant acknowledges that:

1. **Purpose of Data Processing:** The Company and its Affiliates will process the Participant's personal data solely for purposes related to the administration of the Plan.
2. **Data Sharing and Confidentiality:** Personal data may be shared with third parties (e.g., brokers, registrars, administrators) as necessary for Plan administration. All parties are obligated to maintain the confidentiality and security of the data and are prohibited from using it for unrelated purposes.
3. **Cross-Border Data Transfer:** The Participant's personal data may be transferred to jurisdictions outside Zambia. Such transfers will comply with the Zambia Data Protection Act No. 3 of 2021, ensuring that standard contracts or intragroup schemes approved by the Data Protection Commissioner are in place to protect the data.
4. **Data Subject Rights:** The Participant has the right to withdraw consent, access, correct, or object to the processing of their personal data. Exercising these rights may affect the Company's ability to administer the Participant's involvement in the Plan, potentially leading to the lapse of Awards without compensation.
5. **Data Retention:** The Company will retain the Participant's personal data only as long as necessary for Plan administration and compliance with legal obligations.
6. **Data Security Measures:** Appropriate technical and organizational measures will be implemented to protect the Participant's personal data against unauthorized access, loss, or destruction.

Income Taxes. The Participant hereby agrees to indemnify the Company and any member of the Company Group in respect of any income tax in relation to any Award under the Plan (including, without limitation, on the vesting of any Award) and agrees (without limitation) that Section 14(d) of the Plan shall apply in respect of the collection of such taxes and the satisfaction of the obligations of the Company or any member of the Company Group in respect of the same.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN CALIFORNIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of California, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information. The Participant’s obligations not to disclose or use the Company’s Confidential Information, if not subject to protection as a trade secret under applicable law, shall apply for twelve (12) months following Participant’s termination from the Company.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason, except that the restrictions set forth in Section 7 shall continue to apply post-employment to the extent Participant uses, discloses or otherwise misappropriates the Company’s Trade Secrets per Cal. Bus. & Prof. Code § 16600 in engaging in Competitive Business Activity.

Section 9 and 10, Nonsolicitation. Sections 9 and 10 are amended to limit the period of restriction to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason, except that the restrictions set forth in Sections 9 and 10 shall continue to apply to the extent Participant uses, discloses or otherwise misappropriates the Company’s Trade Secrets per Cal. Bus. & Prof. Code § 16600 in, directly or indirectly, soliciting, attempting to solicit, inducing or attempting to induce or calling upon Restricted Customers, Restricted Employees, Agents or Business Partners.

Section 12, Nondisparagement is replaced with the following. Except as otherwise allowed by law, including by California Government Code Section 12964.5, the Participant shall not, directly or indirectly, disparage the Company and/or communicate, either in writing or orally, any statement that bears negatively on the Company’s reputation, services, products, principals, customers, policies, adherence to the law (unless otherwise required by law), shareholders, officers, directors, officials, executives, employees, agents, representatives, business or other legitimate interests of the Company. Nothing in this Section prevents Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, sexual assault, wage and hour violations or any other conduct that Participant has reason to believe is unlawful or against public policy.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “California” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN COLORADO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Colorado, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9 and 10, Nonsolicitation. Sections 7, 9 and 10 shall only apply to the extent necessary for the protection of the Company’s Trade Secrets within the meaning of Colo. Rev. Stat. § 8-2-113. Furthermore, the post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are below the wage thresholds set forth in Colo. Rev. Stat. § 8-2-113(2)(b), (cd).

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Colorado” for “Delaware” with respect to governing law, jurisdiction and venue.

Additional Notice to Participant: *The Award Agreement contains a covenant not to compete that could restrict Participant’s options for subsequent employment following his/her separation from the Company. Participant is directed to closely review Sections 7, 9 and 10 of the Award Agreement.*

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN DISTRICT OF COLUMBIA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the District of Columbia having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement shall not apply if the Participant’s earnings are below the wage thresholds set out in D.C. Code § 32-581.01.

Additional Notice to Participant. *The District’s Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).*

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN IDAHO

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Idaho, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. Sections 7, 9 and 10 are amended to add the following: The Participant acknowledges and agrees that the Company considers the Participant to be a “key employee,” as that term is defined in Idaho Stat. § 44-2702(1), and that if the Participant becomes employed by or affiliated with a Competitor as that term is defined in this Award Agreement, it is inevitable that the Participant would disclose the Company’s Confidential Information or Trade Secrets. The Participant acknowledges and agrees that the present agreement is intended to protect the Company’s legitimate business interests, including but not limited to Confidential Information and Trade Secrets as defined by Idaho Stat. § 44-2702(2).

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN ILLINOIS

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Illinois having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. The post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are below the wage thresholds set out in Illinois Stat. 820 ILCS 90/10(a) and (b).

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Illinois” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN LOUISIANA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Louisiana having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Section 9, Nonsolicitation. The Geographic Scope set forth in Section 8 as applied to Section 7 and, to the extent applicable to Section 9, shall be amended to apply only to the Parishes and Counties, namely St. Tammany and Orleans, in Louisiana where the Participant operated or otherwise had responsibility in his or her position with the Company.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Louisiana” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MAINE

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Maine, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition; Sections 9, and 10, Nonsolicitation. Sections 7, 9 and 10 are amended to add the following language:

The Participant acknowledges and agrees that the restrictions set forth in Sections 7, 9 and 10 of the Award Agreement are intended to protect the Company’s legitimate business interests, including but not limited to Confidential Information and Trade Secrets as defined by 26 M.R.S. § 599-A(2). The post-employment restrictions set forth in Sections 7, 9 and 10 shall not apply if the Participant’s earnings are at or below 400% of the federal poverty level as set forth in 26 M.R.S. § 599-A(1). The Participant further acknowledges and agrees that the restrictions set forth in Sections 7, 9 and 10 of the Award Agreement do not take effect until after one year of the employee's employment with the employer or a period of 6 months from the date the Award Agreement is signed, whichever is later. 26 M.R.S. § 599-A(5).

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MARYLAND

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in Maryland having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement shall not apply if the Participant’s earnings are below the wage thresholds set out in Maryland Labor & Empl. Code Ann. § 3-716.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN MASSACHUSETTS

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the Commonwealth of Massachusetts, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 of the Award Agreement is amended to add that the post-employment restrictions under Section 7 shall not apply to the Participant unless the Participant’s employment is terminated due to either (i) a voluntary termination of employment by the Participant or (ii) any involuntary termination other than a termination of employment without “cause” or in which the Participant is “laid off,” as the terms “cause” and “laid off” are used in the Massachusetts Noncompetition Agreement Act, M.G.L. c. 149, § 24L(c). In addition, and notwithstanding any other provision to the contrary in the Award Agreement, Section 7 shall not apply to the Participant if the Participant is classified as a nonexempt employee for purposes of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

The Award Agreement, as amended by this addendum, shall not become effective until at least ten (10) business days after notice of the Award Agreement, which includes the non-competition covenant, has been provided to the Participant.

Section 29, Governing Law is replaced as follows. Except as provided herein, this Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof and, if any suit or claim is instituted by the Participant or the Company relating to this Award Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

Notwithstanding the foregoing, the Participant hereby consents to the personal jurisdiction of the state and federal courts situated within Massachusetts for sole purpose of enforcing Sections 6, 7, 9 and 10 of the Award Agreement, and waives any objection that the Participant might have to personal jurisdiction or venue in those courts. The Company and the Participant agree that all civil actions relating to Section 7 of this Award Agreement shall be brought in the county of Suffolk, Massachusetts and that the superior court or the business litigation session of the superior court shall have exclusive jurisdiction.

Additional Acknowledgments. The Participant acknowledges each of the following:

1. The terms of the Award pursuant to the Award Agreement constitute fair and reasonable consideration independent from the continuation of employment for the obligations of Sections 7, 9 and 10 of the Award Agreement.
 2. The Award constitutes mutually agreed-upon consideration for the obligations in Sections 7, 9 and 10. The Participant further acknowledges that the Participant had the option of declining the Award and thereby declining to enter into this Award Agreement, including Sections 7, 9 and 10 and freely chose to enter into this Award Agreement.
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AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS
ADDENDUM FOR PARTICIPANTS RESIDING IN MINNESOTA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Minnesota, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. If Participant resides or primarily works for the Company in the state of Minnesota, Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation. Section 9 of the Award Agreement is amended such that the customer and client restrictions in Section 9 are limited to customers and clients with which the Participant had contact.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “Minnesota” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN NEBRASKA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Nebraska, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 14(f), Certain Definitions. “Restricted Customer” is replaced with the following.

- (f) “Restricted Customer” means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant’s employment and with whom/which the Participant in the twenty-four (24) months preceding his or her termination from the Company actually did business and/or had personal contact.
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**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN NORTH DAKOTA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of North Dakota, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation. Section 9 is amended to limit the period of restriction to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute “North Dakota” for “Delaware” with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN OKLAHOMA

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Oklahoma, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. Section 7 is amended to limit the definition of “Restricted Period” to the period commencing on the date of the Award Agreement and ending on the date Participant’s employment with the Company ends for any reason.

Section 9, Nonsolicitation is replaced with the following.

The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant’s employment with the Company for any reason, the Participant shall not solicit, attempt to solicit, induce or attempt to induce, or call upon for purposes of offering Competitive Services to any Restricted Customer of the Company or in any way intentionally interfere with the relationship between any such Restricted Customer and the Company.

Section 14(f), Certain Definitions. “Restricted Customer” is replaced with the following.

(f) “Restricted Customer” means each and every customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant’s employment and with whom the Participant in the twenty-four (24) months preceding his or her termination with the Company had material business-related contact during the twelve (12) month period preceding the Participant’s termination of employment or about which the Participant had access to confidential information during the twelve (12) month period preceding the termination of the Participant’s employment.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN OREGON

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Oregon, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition. The post-employment restrictions set forth in Section 7 shall not apply if the Participant’s earnings are below the wage thresholds set forth in Or. Rev. Stat. § 653.295 or if Participant is not engaged by the Company in administrative, executive or professional capacity in which he or she performs predominantly intellectual, managerial, or creative tasks, and exercises discretion and independent judgment in the course of his or her employment.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN WASHINGTON

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Washington, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 7, Noncompetition is replaced with the following.

The Participant acknowledges and agrees with the Company that the Participant’s services to the Company are unique in nature and that the Company would be irreparably damaged if Participant were to provide or engage in Competitive Business Activity on behalf of any Competitor during the Restricted Period as defined below. Participant accordingly covenants and agrees with the Company that during the period commencing with the date of this Award Agreement and, (i) for Directors and Senior Directors in non-sales positions subject to this Award Agreement, ending on the date that is six (6) months following the termination of the Participant’s employment with the Company or (ii) for Vice Presidents, Senior Vice Presidents, and Executive Vice Presidents as well as customer facing sales positions, subject to this Award Agreement, ending on the date that is twelve (12) months following the termination of the Participant’s employment with Company (as applicable, the “Restricted Period”), the Participant shall not, during the Participant’s Restricted Period, directly or indirectly, either for himself or herself or for any other individual, corporation, partnership, joint venture or other entity, participate in any Competitive Business Activity on behalf of any Competitor. For purposes of this Award Agreement, the term “participate in” (with the term “participating in” having a correlative meaning with the foregoing) shall include, without limitation, being employed by, consulting for, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture or other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). The foregoing restrictions on the Participant are not applicable to any passive investment made by the Participant in any public entity that is or includes a Competitor, provided such investment is not greater than 3% of market value of such public entity.

Notwithstanding the foregoing, if Participant’s employment with the Company ends as a result of an involuntary lay off, the Company has the option of enforcing the post-employment restrictions set forth in Section 7 and paying Participant the equivalent of Participant’s then-current base salary during the Restricted Period or electing to waive the post-employment restrictions set forth

in Section 7, in which case Participant will not be entitled to continuation of his/her base salary post-termination. The post-employment restrictions set forth in Section 7 shall not apply if the Participant's earnings are below the wage thresholds set forth in the Restrictions on Noncompetition Covenants Bill 5478 as codified in the Revised Code of Washington, Title 49.

Section 14(f), Certain Definitions, "Restricted Customer" is replaced with the following.

(f) "Restricted Customer" means each and every current customer with whom the Company has a present, anticipated or ongoing business relationship or with whom Company conducted business within the twelve (12) months immediately preceding the termination of the Participant's employment and with whom the Participant, in the twenty-four (24) months preceding his or her termination with the Company, either had (i) material contact with as part of the Participant's employment with Company; (ii) responsibility for soliciting or servicing its business on behalf of the Company or (iii) access to proprietary pricing, marketing, sales, or other Confidential Information with respect to such customer.

Section 29, Governing Law. Section 29 of the Award Agreement is amended to substitute "Washington" for "Delaware" with respect to governing law, jurisdiction and venue.

**AWARD AGREEMENT WITH RESPECT TO
RESTRICTED STOCK UNITS AND PERFORMANCE SHARE UNITS**

ADDENDUM FOR PARTICIPANTS RESIDING IN WISCONSIN

TransUnion, a Delaware corporation with its principal place of business at 555 West Adams, Chicago, IL 60661 (“TransUnion”) and the above-named Participant who resides in the State of Wisconsin, having entered into this Award Agreement as of the date of grant (the “Award Agreement”) hereby agree to and do amend the Award Agreement as follows. In all other respects, and except as expressly modified herein, all other terms and conditions of the Award Agreement shall remain in full force and effect.

Section 6, Nondisclosure of Confidential Information. The Participant’s obligations not to disclose or use the Company’s Confidential Information, if not subject to protection as a trade secret under applicable law, shall apply for twenty-four (24) months following the termination of the Participant’s employment from the Company.

Section 10, Nonsolicitation is replaced with the following.

The Participant further covenants and agrees that during employment with the Company and for twelve (12) months following the termination of the Participant’s employment with the Company for any reason, the Participant shall not, directly or indirectly, induce or attempt to induce any Restricted Employee to leave the employment of the Company on behalf of or for the benefit of a Competitor, or knowingly assist a Competitor to hire such an employee away from the Company.

Section 14(g), Certain Definitions, “Restricted Employee, Agent or Business Partner” is replaced with the following.

- (g). “Restricted Employee, Agent or Business Partner” means each and every individual who is employed or engaged by the Company in a Sensitive Position (i) with whom the Participant had supervisory or managerial responsibility over or material contact within the course of the Participant conducting business on behalf of the Company; or (ii) about whom the Participant had access to Confidential Information. For purposes of this definition, a “Sensitive Position” refers to an employee of the Company who is in a management, supervisory, sales, technology, research and development or similar role where the employee is provided Confidential Information of the Company or is involved in business dealings with the Company’s customers.

CERTIFICATION

I, Christopher A. Cartwright, certify that:

1. I have reviewed this report on Form 10-Q of TransUnion;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 24, 2025

/s/ Christopher A. Cartwright

Name: Christopher A. Cartwright

Title: President & Chief Executive Officer

CERTIFICATION

I, Todd M. Cello, certify that:

1. I have reviewed this report on Form 10-Q of TransUnion;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 24, 2025

/s/ Todd M. Cello

Name: Todd M. Cello

Title: Executive Vice President, Chief Financial Officer

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of TransUnion for the period ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Christopher A. Cartwright, as Chief Executive Officer of the Company, and Todd M. Cello, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to their knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of TransUnion.

April 24, 2025

/s/ Christopher A. Cartwright

Name: Christopher A. Cartwright

Title: President & Chief Executive Officer

/s/ Todd M. Cello

Name: Todd M. Cello

Title: Executive Vice President, Chief Financial Officer

This certification accompanies this Form 10-Q and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that Section.