

FINAL TERMS DATED 27 JANUARY 2011

Experian Finance plc
GBP400,000,000 4.75 per cent. Guaranteed Notes due 23 November 2018
Guaranteed by Experian plc
under the U.S.\$3,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Listing Particulars dated 26 November 2010 which constitute listing particulars for the purposes of Listing Rule 2.2.11 of the Listing Rules (the “Listing Rules”) of the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (“FSMA”). This document constitutes the Final Terms of the Notes described herein for the purposes of Listing Rule 4.2.3 of the Listing Rules and must be read in conjunction with such Listing Particulars. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Listing Particulars. The Listing Particulars are available for viewing during normal business hours at Newenham House, Northern Cross, Malahide Road, Dublin 17, Ireland and copies may be obtained from Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB.

1.	(i)	Issuer:	Experian Finance plc
	(ii)	Guarantor:	Experian plc
2.	(i)	Series Number:	2
	(ii)	Tranche Number:	1
3.		Specified Currency or Currencies:	Sterling (GBP)
4.		Aggregate Nominal Amount of Notes:	
	(i)	Series:	GBP400,000,000
	(ii)	Tranche:	GBP400,000,000
5.		Issue Price:	99.578 per cent. of the Aggregate Nominal Amount
6.	(i)	Specified Denominations:	GBP100,000 and integral multiples of GBP1,000 in excess thereof up to and including GBP199,000. No Definitive Notes will be issued with a denomination above GBP199,000
	(ii)	Calculation Amount:	GBP1,000
7.	(i)	Issue Date:	31 January 2011
	(ii)	Interest Commencement Date:	Issue Date
8.		Maturity Date:	23 November 2018
9.		Interest Basis:	4.75 per cent. Fixed Rate (further particulars specified below)
10.		Redemption/Payment Basis:	Redemption at par

11.	Change of Interest or Redemption/Payment Basis:	Not Applicable
12.	Put/Call Options:	Investor Put (Change of Control only - further particulars specified in items 21 and 32 and the Appendix hereto)
13.	(i) Status of the Notes:	Senior
	(ii) Status of the Guarantee:	Senior
	(iii) Date Board approval for issuance of Notes and Guarantee obtained:	Not Applicable
14.	Method of distribution:	Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions	Applicable
	(i) Rate(s) of Interest:	4.75 per cent. per annum payable annually in arrear
	(ii) Interest Payment Date(s):	23 November in each year commencing on 23 November 2011 (the First Interest Payment Date) up to and including the Maturity Date
	(iii) Fixed Coupon Amount(s):	GBP47.50 per GBP1,000 Calculation Amount
	(iv) Broken Amount(s):	For the period from and including the Issue Date to but excluding the First Interest Payment Date, the Broken Amount will be GBP38.52 per GBP1,000 Calculation Amount, payable on the First Interest Payment Date
	(v) Day Count Fraction:	Actual/Actual (ICMA)
	(vi) Determination Dates:	23 November in each year
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
16.	Floating Rate Note Provisions	Not Applicable
17.	Zero Coupon Note Provisions	Not Applicable
18.	Index-Linked Interest Note/other variable-linked interest Note Provisions	Not Applicable
19.	Dual Currency Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

20.	Call Option	Not Applicable
21.	Put Option	Applicable (Change of Control only – further particulars specified in item 32 and the Appendix hereto)
22.	Final Redemption Amount of each Note:	GBP1,000 per Calculation Amount
23.	Early Redemption Amount	

Early Redemption Amount(s) per Calculation
Amount payable on redemption for taxation reasons
or on event of default or other early redemption
and/or the method of calculating the same (if
required or if different from that set out in the
Conditions):

As set out in Condition 6.5

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | | |
|-----|---|---|
| 24. | Form of Notes: | Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event |
| 25. | New Global Note: | Yes |
| 26. | Financial Centre(s) or other special provisions relating to payment dates: | Not Applicable |
| 27. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | No |
| 28. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 29. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 30. | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 31. | Consolidation provisions: | Not Applicable |
| 32. | Other final terms: | Condition 6.4 shall be supplemented by Condition 6.4A, as set out in the Appendix hereto |

DISTRIBUTION

- | | | |
|-----|---------------------------------------|---|
| 33. | (i) If syndicated, names of Managers: | Société Générale
The Royal Bank of Scotland plc
UBS Limited
Banco Santander, S.A.
ING Bank N.V. |
| | (ii) Stabilising Manager(s) (if any): | The Royal Bank of Scotland plc |
| 34. | If non-syndicated, name of Dealer: | Not Applicable |
| 35. | U.S. Selling Restrictions: | Reg. S Compliance Category 2; TEFRA D |
| 36. | Additional selling restrictions: | Not Applicable |

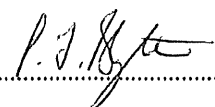
PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange's professional securities market of the Notes described herein pursuant to the U.S.\$3,000,000,000 Euro Medium Term Note Programme of Experian Finance plc.

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms.

Signed on behalf of Experian Finance plc:

By: 
Duly authorised

Signed on behalf of Experian plc:

By:
Duly authorised

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange's professional securities market of the Notes described herein pursuant to the U.S.\$3,000,000,000 Euro Medium Term Note Programme of Experian Finance plc.

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms.

Signed on behalf of Experian Finance plc:


By:

Duly authorised

Signed on behalf of Experian plc:

By: CHARLES BROWN

Duly authorised


COMPANY SECRETARY

PART B – OTHER INFORMATION

1. LISTING

- | | | |
|------|---|--|
| (i) | Admission to trading: | Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's professional securities market with effect from 31 January 2011. |
| (ii) | Estimate of total expenses related to admission to trading: | GBP3,600 |

2. RATINGS

- | | |
|----------|---|
| Ratings: | The Notes to be issued have been rated:
S & P: BBB+
Moody's: Baa1 |
|----------|---|

Each such credit rating agency is established in the European Union and has applied for registration under Regulation (EU) No 1060/2009 (the **CRA Regulation**), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for any fees payable to the Joint Lead Managers, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

4. Fixed Rate Notes only – YIELD

- | | |
|----------------------|--|
| Indication of yield: | 4.819 per cent. per annum. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. |
|----------------------|--|

5. OPERATIONAL INFORMATION

- | | |
|--------------|--------------|
| ISIN Code: | XS0585243289 |
| Common Code: | 058524328 |

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, <i>société anonyme</i> and the relevant identification number(s):	Not Applicable
Delivery:	Delivery against payment
Names and addresses of initial Paying Agent(s):	Citibank, N.A., London Branch Citigroup Centre Canada Square Canary Wharf London E14 5LB
Names and addresses of additional Paying Agent(s) (if any):	Not Applicable
Intended to be held in a manner which would allow Eurosystem eligibility	Yes. Note that the designation “yes” simply means: that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

APPENDIX

In relation to the Final Terms dated 27 January 2011 of which this forms the attached Appendix, Condition 6.4 of the Conditions set forth in the Listing Particulars dated 26 November 2010 shall be supplemented by a new Condition 6.4A in the following terms (and if and to the extent that there is any inconsistency between the following terms and Condition 6.4, the following terms shall prevail):

If at any time while any of the Notes remain outstanding a Put Event occurs, the holder of each Note will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice under Condition 6.2) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note on the Optional Redemption Date (as defined below) at its nominal amount (the **Optional Redemption Amount**) together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the Optional Redemption Date.

Promptly upon, and in any event within 21 days after, the Issuer or the Guarantor becoming aware that a Put Event has occurred, the Issuer or the Guarantor shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders, the Trustee shall (subject in each case to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), give notice (a **Put Event Notice**) to the Trustee (in the case of notice given by the Issuer or the Guarantor), the Noteholders in accordance with Condition 13 and to the Paying Agents specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6.4A.

To exercise the option to require redemption or, as the case may be, purchase of a Note under this Condition 6.4A, the holder of the Note, if it is in definitive form and held other than through Euroclear and Clearstream, Luxembourg, must deliver such Note, on any Business Day (as defined below) falling within the period (the **Put Period**) of 30 days after a Put Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a **Put Notice**) and in which the holder may specify a bank account to which payment is to be made under this Condition 6.4A.

If a Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require the Note to be redeemed or purchased, the holder of the Note must, within the Put Period, give notice (such notice, also a Put Notice) to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if the Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly where applicable.

If a Note is in definitive form and held other than through Euroclear and Clearstream, Luxembourg, to exercise the right to require the Note to be redeemed or purchased, the holder must deliver the Definitive Note together with all Coupons appertaining thereto maturing after the date (the **Optional Redemption Date**) falling seven days after the expiry of the Put Period, failing which the Paying Agent will require payment of an amount equal to the face value of any such missing Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 5 against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10) any time after such payment, but before the expiry of the period of five years from the date on which such Coupon would have become due, but not thereafter. The Paying Agent to which such Note and Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made, if the holder duly specifies a bank account in the Put Notice to which payment is to be made, on the Optional Redemption Date by transfer to that bank account and, in every other case, on or after the Optional Redemption Date against presentation and surrender or (as the case may be)

endorsement of such receipt at the specified office of any Paying Agent. For the purposes of these Terms and Conditions and, where applicable, the Trust Deed, receipts issued pursuant to this Condition 6.4A shall be treated as if they were Notes. The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Notes on the Optional Redemption Date unless previously redeemed or purchased.

Any Put Notice, once given, shall be irrevocable except where prior to the Optional Redemption Date an Event of Default shall have occurred and the Trustee shall have accelerated the Notes, in which event the relevant Noteholder, at its option, may elect by notice to the Issuer given before the Optional Redemption Date to withdraw the relevant Put Notice and instead to treat its Notes as being forthwith due and payable pursuant to Condition 9.

If 80 per cent. or more in nominal amount of the Notes outstanding at the beginning of the Change of Control Period have been redeemed or purchased pursuant to the foregoing provisions of this Condition 6.4A, the Issuer may, at its option, on not less than five nor more than 10 days' notice to the Noteholders given in accordance with Condition 13 within 60 days after the Optional Redemption Date, redeem or, at its option, purchase (or procure the purchase of) all (but not some only) of the remaining Notes, each at its Optional Redemption Amount together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the date of such redemption.

The Trustee is under no obligation to ascertain whether a Put Event or Change of Control Event or any event which could lead to the occurrence of or could constitute a Put Event or Change of Control Event has occurred, or to seek any confirmation from any Rating Agency pursuant to paragraph II of the definition of Put Event or pursuant to the definition of Negative Rating Event below, and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Put Event or Change of Control Event or other such event has occurred.

For the purpose of these Conditions:

A **Change of Control Event** shall occur if (whether or not approved by the Board of Directors of the Guarantor) any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), or any person or persons acting on behalf of any such person(s) (each a **Relevant Person**), at any time is/are or become(s) interested (within the meaning of Section 820 of the Companies Act 2006 as amended) in (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Guarantor or (B) such number of shares in the capital of the Guarantor carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Guarantor, provided that a Change of Control Event shall not be deemed to have occurred if:

(i) an event which would otherwise have constituted a Change of Control Event occurs or is carried out for the purpose of a reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders; or

(ii) all or substantially all of the shareholders of the Relevant Person immediately after the event which would otherwise have constituted a Change of Control Event were the shareholders of the Guarantor with the same (or substantially similar) *pro rata* economic interests in the share capital of the Relevant Person as such shareholders had in the share capital of the Guarantor immediately prior to such event taking place, provided that such event is not part of a pre-determined series of events which, taken together, would have constituted a Change of Control Event;

Change of Control Period means the period commencing on the Relevant Announcement Date and ending 90 days after the date on which the Change of Control Event occurs (or such longer period in which the Notes or Rateable Debt, as the case may be, are or is under consideration (such consideration having been announced publicly within the first mentioned period) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

A **Negative Rating Event** shall be deemed to have occurred if, having used all reasonable endeavours, the Guarantor does not obtain, before the end of the Change of Control Period, an Investment Grade Rating (as defined below) of the Notes or any other unsecured and unsubordinated debt of the Issuer or the Guarantor (or any of their respective Subsidiaries which is guaranteed on an unsecured and unsubordinated basis by the Issuer or the Guarantor) having an initial maturity of five years or more (**Rateable Debt**) from a Rating Agency, provided that no Negative Rating Event shall be deemed to occur unless in making any decision not to award an Investment Grade Rating, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or informs the Trustee that such decision resulted, in whole or in part, from the occurrence of the Change of Control Event;

A **Put Event** shall be deemed to occur (subject as provided below) if:

(i) a Change of Control Event occurs; and

(ii) on the Relevant Announcement Date, the Notes carry:

- (A) an investment grade credit rating (*Baa3/BBB-, or their respective equivalents, or higher*) (an **Investment Grade Rating**) from any Rating Agency on a solicited basis, such rating is, within the Change of Control Period, downgraded to a non-investment grade credit rating (*Ba1/BB+, or their respective equivalents, or lower*) (a **Non-Investment Grade Rating**) and is not, within the Change of Control Period, subsequently upgraded to an Investment Grade Rating by such Rating Agency or such rating is withdrawn and is not, within the Change of Control Period, re-instated as an Investment Grade Rating or replaced by an Investment Grade Rating from another Rating Agency; or
- (B) a Non-Investment Grade Rating from any Rating Agency on a solicited basis, such rating is, within the Change of Control Period, downgraded by one or more rating categories (*for example, from Ba1 to Ba2 being one category*) and is not, within the Change of Control Period, subsequently upgraded to the original level or higher by such Rating Agency or such rating is withdrawn and is not, within the Change of Control Period, re-instated by such Rating Agency or replaced by a rating from another Rating Agency, in each case with a rating of the original level or higher; or
- (C) no credit rating from any Rating Agency on a solicited basis and a Negative Rating Event also occurs.

For the purpose of this definition:

- I. if, on the Relevant Announcement Date, the Notes carry a credit rating from more than one Rating Agency on a solicited basis, at least one of which is an Investment Grade Rating, then subparagraph (ii)(A) above will apply and subparagraph (ii)(B) will not apply; and
- II. no Put Event shall occur unless in making any decision to downgrade or withdraw (or not re-instate) a credit rating pursuant to paragraphs (ii)(A) or (ii)(B) above or not to award an Investment Grade Rating as described in the definition of "Negative Rating Event" above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or informs the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control Event;

Rating Agency means Moody's Investors Service, Inc. ("**Moody's**") or Standard & Poor's Rating Services, a division of The McGraw-Hill Companies Inc. ("**S&P**") or any of their respective successors or any rating

agency substituted for any of them by the Issuer from time to time. Each such credit rating agency is established in the European Union and has applied for registration under Regulation (EU) 1060/2009 (the **CRA Regulation**), although notification of the corresponding registration decision has not, at the Issue Date, been provided by the relevant competent authority;

Relevant Announcement Date means the earlier of (i) the date of the relevant Change of Control Event and (ii) the date of the earliest Relevant Potential Change of Control Event Announcement (if any); and

Relevant Potential Change of Control Event Announcement means any public announcement or statement by or on behalf of the Issuer or the Guarantor, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control Event where within 180 days following the date of such announcement or statement, a Change of Control Event occurs.

If the rating designations employed by any of S&P or Moody's are changed from those which are described in paragraph (ii)(A) of the definition of "Put Event" above, or if a rating is procured from another rating agency, the Issuer or the Guarantor shall determine, (if so requested by the Trustee) upon the advice of an independent financial advisor, selected by the Issuer or the Guarantor and to whom the Trustee does not reasonably object, the rating designations of S&P, Moody's or such other rating agency (as appropriate) as are most equivalent to the prior rating designations of S&P or Moody's, and this Condition 6.4A shall be construed accordingly.

In addition, for the purpose of this Condition 6.4A only, **Business Day** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place of the specified office of the Paying Agent at which the relevant Note is delivered.