
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 30, 2024

First Advantage Corporation

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-31666
(Commission File Number)

84-3884690
(IRS Employer
Identification No.)

1 Concourse Parkway NE
Suite 200
Atlanta, Georgia
(Address of Principal Executive Offices)

30328
(Zip Code)

Registrant's Telephone Number, Including Area Code: 888 314-9761

Not applicable

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	FA	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

On August 30, 2024, Joseph Jaeger, President, Americas of First Advantage Corporation (“First Advantage”), notified First Advantage of his intention to retire from such position, effective November 1, 2024 (the “Retirement Date”).

On September 3, 2024, First Advantage entered into a retirement agreement and general release of all claims with Mr. Jaeger (the “Retirement Agreement”), pursuant to which Mr. Jaeger’s existing compensation arrangements were modified as follows:

- Commencing with the Retirement Date, for six (6) months following the Retirement Date, First Advantage will pay Mr. Jaeger his base salary at the rate in effect immediately prior to the Retirement Date, in accordance with First Advantage’s standard payroll practices;
- First Advantage will pay any Management Incentive Compensation Plan annual bonus for the full 2024 calendar year at an amount that Mr. Jaeger would have received if he remained employed with the First Advantage through the payment date;
- First Advantage will: (i) permit vesting of Mr. Jaeger’s outstanding and unvested equity awards through January 31, 2026, which awards consist of (a) 265,942 unvested restricted stock awards, (b) 263,249 unvested stock options and (c) 29,918 unvested restricted stock units; and (ii) extend the exercise period of his stock options from 30 days after termination to a period of 180 days after the Retirement Date (or, with respect to stock options that vest between the Retirement Date and a later vesting date, 180 days after such vesting date); and
- As the sole consideration for Mr. Jaeger providing consulting services with respect to a strategic customer account and as otherwise may be reasonably requested by First Advantage’s chief executive officer from time to time through the go-live date for such strategic customer account (the date when First Advantage commences billing the strategic customer account for the project transactions), Mr. Jaeger will receive a \$50,000 commission bonus, subject to all applicable withholding taxes, and payable on the go-live date, provided, that such go-live date occurs by December 31, 2025.

Additionally, in consideration for the foregoing benefits, Mr. Jaeger agreed to not work for a competitor from the Retirement Date through January 31, 2026, the last date of the extended vesting period and to generally release First Advantage from claims through the execution date of the Retirement Agreement and to re-execute a release as of the Retirement Date.

The foregoing description of the Retirement Agreement does not purport to be complete and is qualified by reference to the full text of the agreement, which is attached as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Retirement Agreement, dated as of September 3, 2024, between Joseph Jaeger and First Advantage Corporation.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

FIRST ADVANTAGE CORPORATION

Date: September 3, 2024

By: /s/ David L. Gamsey

Name: David L. Gamsey

Title: Executive Vice President & Chief Financial Officer

Joseph Jaeger

This Retirement Agreement and General Release of all Claims (this "Agreement") is entered into by Joseph Jaeger (the "Executive") and First Advantage Corporation (the "Employer"), on September 3, 2024.

WHEREAS, the Executive is currently employed by the Employer pursuant to the terms of that certain letter agreement between the Executive and the Employer, dated August 14, 2015, as amended on May 19, 2016 (the "Employment Letter");

WHEREAS, the Executive and the Employer have mutually agreed that the Executive's employment with the Employer will terminate effective as of the Termination Date (as defined below) and that prior to the Termination Date, Executive will remain employed by the Employer pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the payments described in Section 1 below to be provided to the Executive, the receipt and sufficiency of which are hereby acknowledged, the Executive and the Employer agree as follows:

1. Termination Date. The Executive is retiring and his employment with the Employer will be ending as of the close of business on November 1, 2024 ("Termination Date"). Provided that the Executive does not revoke this Agreement pursuant to Section 4 below and subject to the Executive's execution and non-revocation of the release and waiver of claims attached as Exhibit A hereto (the "Release Agreement") on the Termination Date, the Executive shall be entitled to the following payments and benefits (in addition to any accrued but unpaid base salary or other amounts or benefits the Executive is entitled to under applicable law or the Employer's benefit plans as of the Termination Date), in each case subject to the Executive's continued compliance with the terms of this Agreement:

(a) The Executive shall be entitled to receive continued payment of his base salary at the rate in effect immediately prior to the Termination Date for a period of six (6) months following the Termination Date, payable in accordance with the Employer's standard payroll practices. Any obligation of the Employer set forth in the Employment Letter to make any continued payment of the Executive's base salary after such six (6) month period shall be superseded by the foregoing.

(b) The Executive will remain entitled to receive the same payment under the 2024 Management Incentive Compensation Plan (the "MICP") that the Executive would have received if he remained employed with the Employer through the MICP payment date, based on actual performance. Any payment to the Executive pursuant to the MICP shall be paid in the normal course of business for the Employer, but in no event later than March 15, 2025.

(c) The Executive and the Employer acknowledge and agree that as of the Termination Date, the Executive holds (i) 265,942 unvested restricted stock awards, (ii) 263,249 unvested stock options and (iii) 29,918 unvested restricted stock units (collectively, the “Unvested Equity Awards”). Following the Termination Date and without the need for any further action by either the Executive or the Employer (excluding any actions by the Employer as set forth in this Agreement), the Unvested Equity Awards that are eligible to time vest on or prior to January 31, 2026 (the “Vesting Date”) will remain outstanding and eligible to vest in accordance with their applicable vesting terms through the Vesting Date. Executive acknowledges and agrees that the 12,967 restricted stock units scheduled to vest on June 23, 2026 and the 7,968 restricted stock units scheduled to vest on June 23, 2027 will be immediately forfeited for no consideration as of the Termination Date as such restricted stock units are not eligible to time vest prior to the Vesting Date. The schedule below shows the applicable vesting dates for each of the Executive’s Unvested Equity Awards:

	RSAs	RSUs	Options (\$13.50 strike price)
Grant Date	2/9/2020	12/22/2021	6/22/2021
Vest Date			
1/31/2025	164,730		163,062
6/23/2025		8,983	
1/31/2026	101,212		100,187
6/23/2026		12,967	
6/23/2027		7,968	
	265,942	29,918	263,249

The Employer will take any and all actions pursuant to any and all of the Employer’s internal governance documents, by-laws, rules, procedures or other policies or under applicable state and federal securities laws or that are required or necessary for the Executive’s Unvested Equity Awards to remain outstanding following the Termination Date and eligible to vest in accordance with their terms through the Vesting Date. Once vested, any such restricted stock awards or shares received in settlement of restricted stock unit awards or upon the exercise of vested stock options (each, as described in Sections 1(c)(i) through 1(c)(iii)) shall be owned by the Executive without any encumbrances imposed by or on behalf of the Employer (other than restrictions on transfer under applicable state and federal securities laws and subject to compliance with the Employer’s securities trading policy in effect as of the Termination Date) and deposited into the Executive’s account at Equiniti Trust Company, LLC (or any successor thereto or assign thereof) (“Equiniti”) or another brokerage account as designated by the Executive. The post-termination exercise period for all of the Executive’s stock options will run for 180 days following the Termination Date (or, with respect to stock options that vest between the Termination Date and the Vesting Date, 180 days following the Vesting Date) (in each case, subject to forfeiture in connection with a restrictive covenant breach). The Employer will take any and all actions required or necessary to remove any encumbrances imposed by or on behalf of the Employer and for Equiniti to remove any and all restrictive legends on any shares of the Employer held by the Executive as soon as such shares are eligible to be transferred without restriction in accordance with Rule 144 under the Securities Act of 1933, as amended, and the Employer’s securities trading policy.

(d) As the sole consideration for Executive providing consulting services with respect to a strategic customer account and as otherwise may be reasonably requested by the Employer's chief executive officer from time to time through the go-live date (defined as the date when the Company commences billing the strategic customer account for the project transactions) for such strategic customer account, Executive will receive a commission bonus related to such strategic customer account (the "Commission Bonus"). The Commission Bonus will be an amount equal to \$50,000, subject to all applicable withholding taxes, and payable on the go-live date for such strategic customer account; provided, that the Commission Bonus will not be payable if such go-live date occurs after December 31, 2025.

2. Return of Property. All files, access keys and codes, desk keys, ID badges, records, manuals, electronic devices (including any phone and laptop computer), computer programs, papers, electronically stored information or documents, and credit cards, and any other property of the Employer in the Executive's possession must be returned no later than the Termination Date.

3. Continuing Rights and Obligations under the Employment Letter; Non-Compete and Non-Disparagement Amendment. The Executive acknowledges and reaffirms Executive's obligations under (i) Section 8 and Section 9 of the Employment Letter and (ii) the Confidentiality, Non-Interference, and Invention Assignment Agreement between the Executive and the Employer (the "Restrictive Covenant Agreement"), including, in each case, confidentiality, non-disparagement, non-competition and non-solicitation covenants, which are incorporated by reference and made a part hereof (collectively, the "Restrictive Covenants"). The Executive agrees and understands that should the Executive breach any of the Restrictive Covenants, the Executive shall not be entitled to any of the payments or benefits set forth in Section 1 hereto. Further, the Executive agrees, in exchange for the treatment of the Unvested Equity Awards set forth in Section 1(c), (A) the Non-Compete Period (as defined in the Employment Letter) shall be amended to commence on the Termination Date and terminate on the Vesting Date and (B) the non-disparagement obligations set forth in Section 8(b) of the Employment Letter and Section 4(c) of the Restrictive Covenant Agreement shall be amended to include Silver Lake Group, L.L.C., its affiliates, successors and assignees to the parties that the Executive is prohibited from disparaging.

4. General Release and Waiver of Claims.

(a) Release. In consideration of the payments and benefits provided to the Executive under the Agreement and after consultation with counsel, the Executive and each of the Executive's respective heirs, executors, administrators, representatives, agents, insurers, successors and assigns (collectively, the "Releasors") hereby irrevocably and unconditionally release and forever discharge the Employer, its subsidiaries and affiliates and each of their respective officers, employees, directors, members shareholders, parents and agents ("Releasees") from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, "Claims"), including, without limitation, any Claims under any federal, state, local or foreign law, that the Releasors may have, or in the future may possess, whether known or unknown, arising out of (i) the Executive's employment relationship with and service as an employee, officer or director of the Employer or any parents, subsidiaries or affiliated companies and the termination of such relationship or service, and (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date hereof; provided, however, that the Executive does not release, discharge or waive any rights to (i) payments and benefits provided under this Agreement, (ii) the Employer's material breach of this Agreement or (iii) any indemnification rights the Executive may have in accordance with Employer's governance instruments or under any director and officer liability insurance maintained by the Employer with respect to liabilities arising as a result of the Executive's service as an officer and employee of the Employer. This Section 4(a) does not apply to any Claims that the Releasors may have as of the date the Executive signs this Agreement arising under the Federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). Claims arising under ADEA are addressed in Section 4(b) of this Agreement.

(b) Specific Release of ADEA Claims. In further consideration of the payments and benefits provided to the Executive under the Agreement, the Releasors hereby unconditionally release and forever discharge the Releasees from any and all Claims arising under ADEA that the Releasors may have as of the date the Executive signs this Agreement. By signing this Agreement, the Executive hereby acknowledges and confirms the following: (i) the Executive was advised by the Employer in connection with his termination to consult with an attorney of his choice prior to signing this Agreement and to have such attorney explain to the Executive the terms of this Agreement, including, without limitation, the terms relating to the Executive's release of claims arising under ADEA, and the Executive has in fact consulted with an attorney; (ii) the Executive was given a period of not fewer than twenty-one (21) days to consider the terms of this Agreement and to consult with an attorney of his choosing with respect thereto; (iii) the Executive knowingly and voluntarily accepts the terms of this Agreement; and (iv) the Executive is providing this release and discharge only in exchange for consideration in addition to anything of value to which the Executive is already entitled. The Executive also understands that he has seven (7) days following the date on which he signs this Agreement within which to revoke this Agreement, by providing the Employer with a written notice of his revocation of the Agreement.

(c) No Assignment. The Executive represents and warrants that he has not assigned any of the Claims being released under this Agreement. The Employer may assign this Agreement, in whole or in part, to any affiliated company or subsidiary of, or any successor in interest to, the Employer.

5. Proceedings.

(a) General Agreement Relating to Proceedings. Except as provided in Sections 5(b) and 5(c), the Executive agrees not to initiate or cause to be initiated on his behalf, any complaint, charge, claim or proceeding against the Releasees before any local, state or federal agency, court or other body relating to his employment or the termination of his employment, other than with respect to any indemnification rights the Executive may have in accordance with Employer's governance instruments or under any director and officer liability insurance maintained by the Employer (each, individually, a "Proceeding"), and agrees not to participate voluntarily in any Proceeding. The Executive waives any right he may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding.

(b) Proceedings Under ADEA. Section 5(a) shall not preclude the Executive from filing any complaint, charge, claim or proceeding challenging the validity of the Executive's waiver of Claims arising under ADEA (which is set forth in Section 4(b) of this Agreement). However, both the Executive and the Employer confirm their belief that the Executive's waiver of claims under ADEA is valid and enforceable, and that their intention is that all claims under ADEA will be waived.

(c) Certain Administrative Proceedings. In addition, Section 5(a) shall not preclude the Executive from filing a charge with or participating in any administrative investigation or proceeding by the Equal Employment Opportunity Commission or another Fair Employment Practices agency, or communicating with or making a report or complaint to any governing agency. The Executive is, however, waiving his right to recover money from any Releasee in connection with any such charge or investigation. The Executive is also waiving his right to recover money from the Releasees in connection with a charge filed by any other entity or individual, or by any federal, state or local agency.

6. Remedies. In the event that (i) the Executive initiates or voluntarily participates in any Proceeding in violation of this Agreement, or (ii) he fails to abide by any of the terms of this Agreement or his post-termination obligations contained in the Employment Letter, or (iii) he revokes the ADEA release contained in Section 4(b) within the seven (7)-day period provided under Section 4(b), the Employer may, in addition to any other remedies it may have, reclaim any amounts paid to him under the Agreement or terminate any benefits (including, without limitation, any post-termination vesting of equity awards) or payments that are subsequently due under the Agreement; any such reclamation or termination by the Employer in accordance with this Section 6 shall not operate as a waiver of the release granted herein in the circumstances described in the foregoing clauses (i) and (ii). The Executive acknowledges and agrees that the remedy at law available to the Employer for breach of any of his post-termination obligations under the Employment Letter or his obligations under Sections 4 and 5 herein would be inadequate and that damages flowing from such a breach may not readily be susceptible to measurement in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies that the Employer may have at law or in equity or as may otherwise be set forth in the Employment Letter, the Employer shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining the Executive from breaching his post-termination obligations under the Employment Letter or his obligations under Sections 4 and 5 herein. Such injunctive relief in any court shall be available to the Employer, in lieu of, or prior to or pending determination in, any arbitration proceeding.

The Executive understands that by entering into this Agreement he shall be limiting the availability of certain remedies that he may have against the Employer and limiting also his ability to pursue certain claims against the Employer.

7. Severability Clause. In the event that any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative.

8. Nonadmission. Nothing contained in this Agreement shall be deemed or construed as an admission of wrongdoing or liability on the part of the Employer.

9. Governing Law and Forum. This Agreement and all matters or issues arising out of or relating to your employment with the Employer shall be governed by the laws of the State of Georgia applicable to contracts entered into and performed entirely therein. Any action to enforce this Agreement shall be brought solely in the state or federal courts located in Atlanta, Georgia.

10. Notices. Notices under this Agreement must be given in writing, by personal delivery, regular mail or receipted email, at the parties' respective addresses shown on this Agreement (or any other address designated in writing by either party), with a copy, in the case of the Employer, to the attention of the Employer's General Counsel. Any notice given by regular mail shall be deemed to have been given three days following such mailing.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND THAT HE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT HE HEREBY EXECUTES THE SAME AND MAKES THIS AGREEMENT AND THE RELEASE AND AGREEMENTS PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

FIRST ADVANTAGE CORPORATION

By: /s/ Bret Jardine

Joseph Jaeger

/s/ Joseph Jaeger

Dated: September 3, 2024

Exhibit A

RELEASE AGREEMENT

THIS GENERAL RELEASE OF ALL CLAIMS (this "Release Agreement") is entered into by Joseph Jaeger (the "Executive") and First Advantage Corporation (the "Employer"), effective as of the date listed below under the Executive's signature.

WHEREAS, the Executive previously entered into the Retirement Agreement and General Release of all Claims, dated September 3, 2024 (the "Retirement Agreement"); and

WHEREAS, the Executive's employment with the Employer terminated effective as of November 1, 2024 (the "Termination Date").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Release Agreement and other good and valuable consideration, the Executive and the Employer hereby agree as follows:

I. General Release and Waiver of Claims.

(a) **Release.** In consideration of the payments and benefits provided to the Executive under the Retirement Agreement and after consultation with counsel, the Executive and each of the Executive's respective heirs, executors, administrators, representatives, agents, insurers, successors and assigns (collectively, the "Releasors") hereby irrevocably and unconditionally release and forever discharge the Employer, its subsidiaries and affiliates and each of their respective officers, employees, directors, members shareholders, parents and agents ("Releasees") from any and all claims, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character (collectively, "Claims"), including, without limitation, any Claims under any federal, state, local or foreign law, that the Releasors may have, or in the future may possess, whether known or unknown, arising out of (i) the Executive's employment relationship with and service as an employee, officer or director of the Employer or any parents, subsidiaries or affiliated companies and the termination of such relationship or service, and (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date hereof; provided, however, that the Executive does not release, discharge or waive any rights to (i) payments and benefits provided under the Retirement Agreement, (ii) the Employer's material breach of the Retirement Agreement or and (iii) any indemnification rights the Executive may have in accordance with Employer's governance instruments or under any director and officer liability insurance maintained by the Employer with respect to liabilities arising as a result of the Executive's service as an officer and employee of the Employer. This Section 1(a) does not apply to any Claims that the Releasors may have as of the date the Executive signs this Release Agreement arising under the Federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). Claims arising under ADEA are addressed in Section 1(b) of this Release Agreement.

(b) Specific Release of ADEA Claims. In further consideration of the payments and benefits provided to the Executive under the Retirement Agreement, the Releasers hereby unconditionally release and forever discharge the Releasees from any and all Claims arising under ADEA that the Releasers may have as of the date the Executive signs this Release Agreement. By signing this Release Agreement, the Executive hereby acknowledges and confirms the following: (i) the Executive was advised by the Employer in connection with his termination to consult with an attorney of his choice prior to signing this Release Agreement and to have such attorney explain to the Executive the terms of this Release Agreement, including, without limitation, the terms relating to the Executive's release of claims arising under ADEA, and the Executive has in fact consulted with an attorney; (ii) the Executive was given a period of not fewer than twenty-one (21) days to consider the terms of this Release Agreement and to consult with an attorney of his choosing with respect thereto; (iii) the Executive knowingly and voluntarily accepts the terms of this Release Agreement; and (iv) the Executive is providing this release and discharge only in exchange for consideration in addition to anything of value to which the Executive is already entitled. The Executive also understands that he has seven (7) days following the date on which he signs this Release Agreement within which to revoke this Release Agreement, by providing the Employer with a written notice of his revocation of the Release Agreement.

(c) No Assignment. The Executive represents and warrants that he has not assigned any of the Claims being released under this Release Agreement. The Employer may assign this Release Agreement, in whole or in part, to any affiliated company or subsidiary of, or any successor in interest to, the Employer.

2. Proceedings.

(a) General Agreement Relating to Proceedings. Except as provided in Sections 2(b) and 2(c), the Executive agrees not to initiate or cause to be initiated on his behalf, any complaint, charge, claim or proceeding against the Releasees before any local, state or federal agency, court or other body relating to his employment or the termination of his employment, other than with respect to any indemnification rights the Executive may have in accordance with Employer's governance instruments or under any director and officer liability insurance maintained by the Employer (each, individually, a "Proceeding"), and agrees not to participate voluntarily in any Proceeding. The Executive waives any right he may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding.

(b) Proceedings Under ADEA. Section 2(a) shall not preclude the Executive from filing any complaint, charge, claim or proceeding challenging the validity of the Executive's waiver of Claims arising under ADEA (which is set forth in Section 1(b) of this Release Agreement). However, both the Executive and the Employer confirm their belief that the Executive's waiver of claims under ADEA is valid and enforceable, and that their intention is that all claims under ADEA will be waived.

(c) Certain Administrative Proceedings. In addition, Section 2(a) shall not preclude the Executive from filing a charge with or participating in any administrative investigation or proceeding by the Equal Employment Opportunity Commission or another Fair Employment Practices agency, or communicating with or making a report or complaint to any governing agency. The Executive is, however, waiving his right to recover money from any Releasee in connection with any such charge or investigation. The Executive is also waiving his right to recover money from the Releasees in connection with a charge filed by any other entity or individual, or by any federal, state or local agency.

3. Remedies. In the event that (i) the Executive initiates or voluntarily participates in any Proceeding in violation of this Release Agreement, or (ii) he fails to abide by any of the terms of this Release Agreement or his post-termination obligations contained in the Employment Letter (as defined in the Retirement Agreement), or (iii) he revokes the ADEA release contained in Section 1(b) within the seven (7)-day period provided under Section 1(b), the Employer may, in addition to any other remedies it may have, reclaim any amounts paid to him under the Retirement Agreement or terminate any benefits (including, without limitation, any post-termination vesting of equity awards) or payments that are subsequently due under the Retirement Agreement; any such reclamation or termination by the Employer in accordance with this Section 3 shall not operate as a waiver of the release granted herein in the circumstances described in the foregoing clauses (i) and (ii). The Executive acknowledges and agrees that the remedy at law available to the Employer for breach of any of his post-termination obligations under the Employment Letter or his obligations under Sections 1 and 2 herein would be inadequate and that damages flowing from such a breach may not readily be susceptible to measurement in monetary terms. Accordingly, the Executive acknowledges, consents and agrees that, in addition to any other rights or remedies that the Employer may have at law or in equity or as may otherwise be set forth in the Employment Letter, the Employer shall be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining the Executive from breaching his post-termination obligations under the Employment Letter or his obligations under Sections 1 and 2 herein. Such injunctive relief in any court shall be available to the Employer, in lieu of, or prior to or pending determination in, any arbitration proceeding.

The Executive understands that by entering into this Release Agreement he shall be limiting the availability of certain remedies that he may have against the Employer and limiting also his ability to pursue certain claims against the Employer.

4. Severability Clause. In the event that any provision or part of this Release Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative.

5. Nonadmission. Nothing contained in this Release Agreement shall be deemed or construed as an admission of wrongdoing or liability on the part of the Employer.

6. Governing Law and Forum. This Release Agreement and all matters or issues arising out of or relating to your employment with the Employer shall be governed by the laws of the State of Georgia applicable to contracts entered into and performed entirely therein. Any action to enforce this Release Agreement shall be brought solely in the state or federal courts located in Atlanta, Georgia.

7. Notices. Notices under this Release Agreement must be given in writing, by personal delivery, regular mail or receipted email, at the parties' respective addresses shown on this Release Agreement (or any other address designated in writing by either party), with a copy, in the case of the Employer, to the attention of the Employer's General Counsel. Any notice given by regular mail shall be deemed to have been given three days following such mailing.

THE EXECUTIVE ACKNOWLEDGES THAT HE HAS READ THIS RELEASE AGREEMENT AND THAT HE FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT HE HEREBY EXECUTES THE SAME AND MAKES THIS RELEASE AGREEMENT AND THE RELEASE AND AGREEMENTS PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

IN WITNESS WHEREOF, the parties have executed this Release Agreement as of the date set forth below.

FIRST ADVANTAGE CORPORATION

By: _____

Joseph Jaeger

Dated: _____
