**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “Agreement”) is entered into as of      , 20      (the “Effective Date”) by and between       a First Advantage company, (together with its subsidiaries and affiliates “FIRST ADVANTAGE”) with its principal office located at 1100 Alderman Drive, Alpharetta, GA 30005 and            (together with its subsidiaries and affiliates, the “Company” with its principal office located at      ; First Advantage and Company each a “Party” and, collectively, the “Parties”).

WHEREAS, each Party, in preparation for or in connection with a possible transaction or series of transactions with the other Party (the “Transaction”), has or will receive information, data, documents, analyses, compilations, studies, records, proposals, correspondence, reports, and other materials concerning the other Party’s business and affairs, including, without limitation, the terms and conditions of the proposed Transaction by and between the Parties, (collectively, “Confidential Information”);

WHEREAS, each Party is willing to provide the other Party with such Confidential Information on the condition that such Confidential Information be protected from unauthorized use and disclosure as provided in this Agreement.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Relationship. This Agreement does not create a partnership, joint venture, agency or any other legal entity with respect to the Parties. This Agreement is entered into to facilitate the provision of Confidential Information by one Party (the “Discloser”) to the other Party (the “Receiver”) in order to facilitate the Transaction. This Agreement governs the treatment and handling of Confidential Information so that the Parties may work together on the Transaction.

2. Presumption of Confidential Information. The Parties intend to share Confidential Information. Subject to the exclusion in Section 3 hereof, all information, data, documents, analyses, compilations, studies, records, proposals, correspondence, reports, and other materials concerning the Discloser’s business or affairs, whether communicated in writing, orally or by visual inspection, shall be deemed Confidential Information without the Discloser being obligated to specifically identify, by notice or any other action, any information or material as to which the protection of this Agreement is desired.

3. Excluded Confidential Information. Notwithstanding the presumption contained in Section 2 hereof, information, data, documents, analyses, compilations, studies, records, proposals, correspondence, reports, and other materials shall be deemed not to be Confidential Information under this Agreement to the extent that they:

(a) are, at the time of disclosure, available to the general public or the Discloser’s business community; or

(b) must be disclosed pursuant to applicable law or the order of a court of competent jurisdiction or the order of a governmental regulator with jurisdiction over the Receiver, its subsidiaries or their respective assets; or

(c) following disclosure, become generally available to the public or the Discloser’s business community other than as a result of unauthorized disclosure by the Receiver or its Representatives (as defined below); or

(d) have been released without restriction by the Discloser to another person not covered by an agreement similar in terms to this Agreement; or

(e) can be shown by written documentation to have been received by the Receiver on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such material to the Receiver; or

(f) can be shown by the Receiver to be in the Receiver’s rightful possession prior to disclosure by the Discloser; or

(g) can be shown by the Receiver’s records to have been independently developed by the Receiver without direct or indirect access to the Confidential Information provided by the Discloser to the Receiver.

4. Prohibition on Disclosure; Use of Confidential Information. Subject to the provisions of Section 5 hereof, the Receiver will not, without the prior written consent of the Discloser, (i) disclose any portion of the Confidential Information to any persons or entities other than the directors, officers, employees, attorneys, accountants, consultants and other representatives of the Receiver and its affiliates (collectively, “Representatives”) who reasonably need to have access to the Confidential Information for purposes of pursuing the Transaction and are aware of and have agreed to abide by the terms of this Agreement; or (ii) use any portion of the Confidential Information for any purposes other than in connection with evaluating, presenting proposals about, or otherwise effecting the Transaction. The Receiver agrees to take all reasonable steps to safeguard the Confidential Information in order to prevent disclosure thereof other than as permitted under this Agreement.

5. Compelled Disclosure of Confidential Information. In the event that the Receiver or any of Receiver’s Representatives are requested or required, by court or administrative or regulatory order, or by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process, to disclose any of the Confidential Information, the Receiver, shall, if possible, provide the Discloser with prompt written notice of any such request or requirement prior to the disclosure of Confidential Information, so the Discloser may seek a protective order or other appropriate remedy to prohibit or to limit such disclosure. If, in the absence of a protective order, the Receiver or any of its Representatives are nonetheless compelled to disclose Confidential Information, the Receiver or such Representative may, without liability hereunder, disclose such portions of the Confidential Information that are legally required to be disclosed. The Receiver shall as soon as practicable thereafter advise the Discloser of the Confidential Information so disclosed and the persons to whom it was so disclosed.

6. Disposition of Confidential Information. Upon the Discloser’s request, the Receiver shall, at Receiver’s election, either (i) return to the Discloser all Confidential Information that it has received from the Discloser, or (ii) cause to be destroyed all Confidential Information that it has received from the Discloser. If the Receiver elects to destroy all Confidential Information that it has received from the Discloser, it shall, following the destruction thereof, deliver to the Discloser a certificate of an officer of the Receiver to such effect.

7. No License. No license or other interest in Confidential Information shall be deemed to have been granted hereunder by the Discloser to the Receiver or any affiliates thereof.

8. Damages.

(a) Specific Performance. Each Party hereby agrees and confirms that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to a Party from violation of the various agreements and covenants set forth herein. Accordingly, in addition to any other remedies which may be available under this Agreement or at law or in equity, each Party hereby agrees that the other Party shall have the right to have all obligations, undertakings, covenants and other provisions of this Agreement specifically performed and shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement.

(b) Breach of Agreement. Neither Party shall be liable to the other for special, indirect, or consequential damages resulting from or arising out of this Agreement, including without limitation, loss of profits or business interruptions, howsoever they may be caused.

9. Miscellaneous.

(a) Amendment. Any amendments to this Agreement must be writing and signed by both Parties.

(b) Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

(c) Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding on the successors and permitted assigns of each Party and shall inure to the benefit of the respective successors and permitted assigns of each Party. Nothing in this Agreement shall be deemed to create rights in or benefits for any third parties.

(d) Choice of Law. This Agreement is made and shall be construed according to the laws of the state of Georgia without giving effect to any provisions thereof relating to conflict of laws.

(e) Counterparts. Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as an original.

(f) Entire Agreement. This Agreement supersedes any other agreements or understandings, oral or written, between the Parties respecting the subject matter hereof.

(g) Public Announcements. Neither Party shall make any public announcement concerning the Transaction or this Agreement without the prior written approval of the other Party; provided, however, that after the consummation of the Transaction First Advantage may make such announcements and disclosures concerning the Transaction as First Advantage, in its sole and unfettered discretion, deems necessary.

(h) Severability. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement.

(i) Term. This Agreement shall terminate two (2) years from the Effective Date hereof.

(j) Waiver. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party from whom the waiver is sought. Any waiver shall be only effective only for the particular instance for which it is granted and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

[INTENTIONALLY LEFT BLANK]IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"COMPANY"

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