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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): January 15, 2010

**FAIR ISAAC CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**1-11689**

(Commission  
File Number)

**94-1499887**

(IRS Employer  
Identification No.)

**901 Marquette Avenue, Suite 3200  
Minneapolis, Minnesota**

(Address of principal executive offices)

**55402-3232**

(Zip Code)

Registrant's telephone number, including area code 612-758-5200

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 (see General Instruction A.2. below):

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

On January 15, 2010, Fair Isaac Corporation, a Delaware corporation (the “Company”), entered into a letter agreement (the “Letter Agreement”) with Charles Ill providing for his employment as Executive Vice President, Sales and Marketing of the Company, commencing February 1, 2010. In connection with his employment, Mr. Ill will also enter into a Management Agreement that provides for certain rights upon termination by the Company without Cause or resignation by Mr. Ill for Good Reason in connection with a change of control Event (each as defined in the Management Agreement). In addition, he will enter into the Company’s standard forms of Indemnification Agreement and Proprietary Information and Inventions Agreement.

The term of the Letter Agreement is from February 1, 2010 through January 31, 2013. Pursuant to the Letter Agreement, Mr. Ill will receive a signing bonus of \$83,333 upon commencement of his employment and will be entitled to receive a base salary at an annualized rate of \$500,000, which is subject to upward adjustment from time to time during the term of the Letter Agreement as determined by the Company’s Compensation Committee (the “Committee”). He will also be eligible to participate in benefit plans that are generally available to the Company’s executives. For each full fiscal year during the term of the Letter Agreement, Mr. Ill will be eligible for an incentive award opportunity payable from 0% to 100% of his annual base salary, with a target equal to 50% of his annual base salary, pursuant to terms and conditions established by the Committee from time to time. For fiscal year 2010, Mr. Ill is guaranteed an incentive bonus of no less than \$167,667, provided that Mr. Ill remains actively employed by the Company on the regular payout date for bonuses under the Company’s Management Incentive Plan for fiscal year 2010.

Mr. Ill will be entitled to receive an initial option grant (the “Initial Option Award”) pursuant to the Company’s 1992 Long-term Incentive Plan (the “1992 LTIP”). The Initial Option Award will consist of an option to purchase 250,000 shares of the Company’s common stock. The exercise price of the Initial Option Award will be the fair market value of the Company’s common stock as of the date of grant, which is expected to be the date Mr. Ill commences his employment with the Company. In accordance with the policies and practices of the Company, and prior to the date of grant, Mr. Ill may elect to receive restricted stock units (“RSUs”) in lieu of up to one-half of the shares of the Initial Option Award. If elected, Mr. Ill will receive one RSU for every three shares of the Initial Option Award that he foregoes, and the RSUs will be subject to the 1992 LTIP. The Initial Option Award and RSUs granted will be subject to four-year ratable vesting. For each full fiscal year of his employment, Mr. Ill will be eligible for an annual equity grant based on achievement of objectives established by the Committee (the “Annual Equity Award”). Some or all of the Annual Equity Award may be in the form of RSUs that have an equivalent economic value to an option award.

Subject to certain conditions, if Mr. Ill’s employment is terminated by the Company without Cause or if he voluntarily resigns for Good Reason (both as defined in the Letter Agreement) prior to the expiration of the term of the Letter Agreement, and such termination does not occur in connection with a change of control Event (as defined in the Management

Agreement), Mr. Ill will be entitled to the sum of his then-current annual base salary plus the total incentive bonus payment paid to him for the fiscal year preceding the termination (or, if the termination occurs before Mr. Ill receives his incentive bonus for fiscal year 2010, the amount of Mr. Ill's minimum guaranteed incentive bonus for fiscal year 2010). In addition, if Mr. Ill's employment is terminated by the Company without Cause or if he voluntarily resigns for Good Reason prior to the expiration of the term of the Letter Agreement, and such termination does not occur in connection with a change of control Event, he will be entitled, for a period of 12 months following the effective date of termination, to continue to participate in any insured group health and group life insurance plan or program of the Company at the Company's expense.

If Mr. Ill's employment is terminated by the Company without Cause or if he resigns for Good Reason within 12 months following a change of control Event that occurs during the Term of the Management Agreement (each as defined in the Management Agreement), then Mr. Ill shall receive the same severance pay and benefits described above and all of Mr. Ill's unvested stock options and restricted stock units will vest in full, subject to certain limitations specified in the Management Agreement. If Mr. Ill is terminated without Cause or if he resigns for Good Reason within 90 days prior to a change of control Event that occurs during the Term of the Management Agreement, Mr. Ill will be entitled to the corresponding benefits under the Management Agreement only if he reasonably demonstrates that such termination of employment arose in connection with or in anticipation of the Event.

The foregoing description of the terms of the Letter Agreement and the Management Agreement are summaries only and are qualified in all respects by reference to the Letter Agreement and the Management Agreement, included as Exhibits 10.1 and 10.2, respectively, and incorporated into this Item 5.02 by reference.

Mr. Ill, age 56, worked for Avaya Inc., a provider of enterprise communications systems, from February 2005 to May 2008. Mr. Ill oversaw Avaya's worldwide sales organization as Senior Vice President, Global Sales from July 2006 to May 2008. Previously, he served as Avaya's Vice President, Software Systems Development and Vice President, Global Business Partners and Sales Operations. Prior to joining Avaya, Mr. Ill was Executive Vice President, Worldwide Sales of BEA Systems, Inc. from January 2003 until December 2004. Prior to 2003, Mr. Ill spent approximately 25 years in various sales and marketing positions with International Business Machines Corporation, most recently as Vice President, Worldwide Software Sales.

There are no family relationships between Mr. Ill and any director or executive officer of the Company that require disclosure under Item 401(d) of Regulation S-K. Other than with respect to the Letter Agreement with the Company, there are no transactions between Mr. Ill or any of his immediate family members and the Company or any of its subsidiaries that require disclosure under Item 404(a) of Regulation S-K.

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibits</u>	<u>Description</u>
10.1	Letter Agreement dated January 15, 2010 by and between the Company and Charles Ill.
10.2	Form of Management Agreement entered into with each of the Company's executive officers (except Dr. Mark N. Greene and Mark R. Scadina) (incorporated by reference to Exhibit 10.18 to the Company's report on Form 10-K for the fiscal year ended September 30, 2008).

**SIGNATURE**

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

FAIR ISAAC CORPORATION

By /s/ Mark R. Scadina

Mark R. Scadina

Executive Vice President, General Counsel and Secretary

Date: January 20, 2010

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>	<u>Manner of Filing</u>
10.1	Letter Agreement dated January 15, 2010 by and between the Company and Charles III.	Filed Electronically
10.2	Form of Management Agreement entered into with each of the Company's executive officers (except Dr. Mark N. Greene and Mark R. Scadina).	Incorporated by Reference



January 15, 2010

Mr. Charles L. Ill  
277 Stamford Avenue  
Stamford, CT 06902

Dear Charlie:

This letter agreement confirms our discussions regarding our desire to employ you at Fair Isaac Corporation (the "Company") as the Company's Executive Vice President, Sales and Marketing, and sets out the terms and conditions on which you will join the Company, as follows:

**Title:** You will serve as the Company's Executive Vice President, Sales and Marketing.

**Term:** The term of this letter agreement shall be for a period commencing on February 1, 2010 and ending on January 31, 2013, unless earlier terminated by either party as provided in this letter agreement (the "Term"). Upon expiration of the Term, if you then remain employed by the Company, your employment will continue on an at-will basis, with the same position, salary, and incentive bonus in effect immediately prior to expiration of the Term, until such time as your position, salary, and/or incentive bonus may be modified or adjusted by the Company in its sole discretion.

**Responsibilities:** During your employment hereunder with the Company as Executive Vice President, Sales and Marketing, you will report to the Company's Chief Executive Officer ("CEO") and will be responsible for the strategic leadership and management of the Company's sales and marketing operations and other functions to which you may be assigned from time to time by the CEO of the Company. You agree to serve the Company faithfully and to the best of your ability, and to devote your full working time, attention and efforts to the business of the Company. You may participate in charitable activities and personal investment activities to a reasonable extent, and you may serve as a director of business and civic organizations as approved by the Company's Board of Directors (the "Board"), so long as such activities and directorships do not interfere with the performance of your duties and responsibilities to the Company.

**Contingencies:** The terms of this letter agreement are contingent upon the approval of the Company's Compensation Committee of the Board. Your employment is also contingent upon the results of a background check, which includes a criminal records check, reference checks and verification of both education and

employment history. If the results of your background check reveal information that is inconsistent with our standards, this offer may be rescinded.

- Representations:** By accepting the terms of this letter agreement and signing below, you represent and confirm that you are under no contractual or legal commitments that would prevent you from fulfilling your duties and responsibilities to the Company as Executive Vice President, Sales and Marketing.
- Initial Base Salary:** You will be paid a base salary at the rate of \$500,000 per year for services performed, in accordance with the regular payroll practices of the Company with annual review by the Compensation Committee of the Board (the "Committee"). Your performance and base salary will be reviewed by the Committee annually during the first quarter of each fiscal year and may be adjusted upward from time to time at the discretion of the Committee, but will not be reduced without your consent during the Term.
- Signing Bonus:** On the first regular payroll date of the Company following your first day of active employment with the Company, you will be paid a signing bonus in the amount of \$83,333, less applicable taxes.
- Incentive Bonus:** For each full fiscal year of the Company that you are employed during the Term, you will be eligible for an annual incentive award opportunity payable from 0% to 100%, with a target award equal to 50%, of your base salary at the rate in effect at the end of such fiscal year, pursuant to the terms and conditions established by the Committee from time to time. Objectives will be established during the first quarter of the fiscal year. Any annual incentive bonus earned for a fiscal year will be paid to you by December 31 following the end of such fiscal year. For the Company's fiscal year 2010, you are guaranteed to receive an incentive award of no less than \$166,667, less applicable taxes, provided you remain actively employed by the Company as of the regular annual payout date for incentive bonuses under the Company's FY10 Management Incentive Plan.
- Annual Equity:** For each full fiscal year of the Company that you are employed during the Term, you will be eligible for an annual equity grant based on achievement of objectives established by the Committee at the Committee's sole discretion. Objectives will be established during the first quarter of the fiscal year. In accordance with the policies and practices of the Company, some or all of such annual equity grant may be in the form of restricted stock units that are economically equivalent to an option award. Such equivalency will be determined by the Company in its sole discretion.
- Initial Equity:** The Company shall grant to you, effective as of your hire effective date (the "Date of Grant") a non-statutory option to purchase 250,000 shares of the common stock of the Company (the "Initial Option"), subject to the terms of the Company's 1992 Long-Term Incentive Plan, as amended (the "Plan"), and a stock option agreement to be entered into by you and the Company. The Initial Option shall carry a seven-year term and an exercise price equal to the Fair Market Value (as defined in the Plan) of the Company's common stock as of the Date of Grant. In accordance with the policies and practices of the Company,



and prior to the Date of Grant, you may elect to receive Restricted Stock Units (“RSU”) in lieu of up to one-half of the shares of the Initial Option. If elected, you will receive one RSU for every three shares of the Initial Option that you forego, and such RSUs will be subject to the Plan and a RSU agreement to be entered into by you and the Company. All Initial Options and RSUs granted will be subject to four-year ratable vesting.

- Benefits:** While employed by the Company during the Term, you will be eligible to participate in the employee benefit plans and programs generally available to other executive officers of the Company, and in such other employee benefit plans and programs to the extent that you meet the eligibility requirements for each individual plan or program and subject to the provisions, rules and regulations applicable to each such plan or program as in effect from time to time. The plans and programs of the Company may be modified or terminated by the Company in its discretion.
- Vacation:** While employed by the Company during the Term, you will receive vacation time off in accordance with the policies and practices of the Company, except that your annual accrual rate shall not be less than four weeks paid vacation off per year. Vacation time shall be taken at such times so as not to unduly disrupt the operations of the Company.
- Travel:** In performing your responsibilities as Executive Vice President, Sales and Marketing, you will be required to travel extensively, both within the United States and internationally. For travel required in the course of performing your duties and responsibilities, you must book coach class (or otherwise upgrade using your own miles) for all domestic flights and otherwise comply with the Company’s travel policies and practices; provided, however, that you may book business class for any international flight for business purposes.
- Office Location:** Because of the extensive travel that will be required in your position, your primary office will be your home office. The Company will make available to you on an as-needed basis general non-exclusive office space at the Company’s headquarters in Minneapolis, MN, for occasional use by you and other traveling executives.
- Inventions Agreement:** As a condition of your employment and of receiving payments and benefits in accordance with this Agreement, you will be required to sign the enclosed Proprietary Information and Inventions Agreement (the “PIIA”), the terms of which are incorporated herein by reference.
- Change in Control:** In order to provide inducement for you (1) to remain in the service of the Company in the event of any proposed or anticipated change in control of the Company and (2) to remain in the service of the Company in order to facilitate an orderly transition in the event of a change in control of the Company, you and the Company will enter into a Management Agreement dated as of the same date as this letter agreement (the “Management Agreement”).
- Termination:** Either you or the Company may terminate the employment relationship during the Term or after the Term at any time and for any reason. Upon termination of

your employment by either party for any reason, you will promptly resign any and all positions you then hold as officer or director of the Company or any of its affiliates.

Severance:

In case of involuntary termination of your employment by the Company without Cause prior to the expiration of the Term or in the case of voluntary resignation of your employment for Good Reason prior to the expiration of the Term (each a "Qualifying Termination"), the Company will pay you as severance pay an amount equal to one (1) times the sum of (a) your annual base salary at the rate in effect on your last day of employment plus (b) the total incentive bonus payment paid to you for the fiscal year preceding the Qualifying Termination (if the Qualifying Termination occurs prior to your receipt of your incentive bonus under the Company's FY10 Management Incentive Plan, the total incentive bonus payment under this paragraph shall be \$166,667). In addition, upon a Qualifying Termination the Company will, for a period of twelve (12) months following the effective date of termination of your employment, allow you to continue to participate in any insured group health and group life insurance plan or program of the Company (but not any self-insured medical expense reimbursement plan within the meaning of Section 105(h) of the Internal Revenue Code) at the Company's expense, to the extent you were a participant in such plans as of your last day of employment; however, if your participation in any such plan is barred, the Company will arrange to provide you with substantially similar insured coverage at its expense. Benefits provided by the Company may be reduced if you become eligible for comparable benefits from another employer or third party.

Payment by the Company of any severance pay or premium reimbursements under this paragraph will be conditioned upon you (1) signing and not revoking a full release of all claims against the Company, its affiliates, officers, directors, employees, agents and assigns, substantially in the form attached to this letter agreement as Exhibit A, (2) complying with your obligations under the PIIA or any other agreement between you and the Company then in effect, (3) cooperating with the Company in the transition of your duties, and (4) agreeing not to disparage or defame the Company, its affiliates, officers, directors, employees, agents, assigns, products or services. Any severance payable will be paid to you in a lump sum on the first day of the seventh month following your "separation from service" as determined under Section 409A of the Internal Revenue Code, but not earlier than expiration of any rescission periods.

For purposes of this letter agreement, "Cause" and "Good Reason" have the following definitions:

"Cause" means a determination in good faith by the Company of the existence of one or more of the following: (i) commission by you of any act constituting a felony; (ii) any intentional and/or willful act of fraud or material dishonesty by you related to, connected with or otherwise affecting your employment with the Company, or otherwise likely to cause material harm to the Company or its reputation; (iii) the willful and/or continued failure, neglect, or refusal by you to perform in all material respects your duties with the Company as an employee, officer or director, or to fulfill your fiduciary responsibilities to the Company,

which failure, neglect or refusal has not been cured within fifteen (15) days after written notice thereof to you from the Company; or (iv) a material breach by you of the Company's material policies or codes of conduct or of your material obligations under the PIIA or other written agreement signed by you and the Company.

"Good Reason" means any one or more of the following conditions occur without your written consent: (i) a material reduction in your authority, duties, or responsibilities as Executive Vice President, Sales and Marketing, including a material reduction in your budget authority or a requirement that you report to a corporate officer or employee instead of reporting directly to the CEO of the Company, provided that a reduction in the size or scope of the Company's current or anticipated business shall not constitute a material reduction in your authority, duties or responsibilities under this subsection; or (ii) material breach by the Company of any terms or conditions of this letter agreement or of any material obligations of the Company under any other written agreement signed by you and the Company, which breach has not been caused by you and which has not been cured by the Company within fifteen (15) days after written notice thereof to the Company from you.

In the event of termination of your employment by the Company for Cause, resignation by you other than for Good Reason, or termination due to your death or any disability for which you are qualified for benefits under the Company's group long-term disability program, the Company's only obligation hereunder shall be to pay such compensation and provide such benefits as are earned by you through the date of termination of employment.

You shall not be eligible for any severance pay under this letter agreement if the termination of your employment occurs within 90 days before, or at any time upon or after, the occurrence of a First Event and prior to the end of the Transition Period, as "First Event" and "Transition Period" are defined in the Management Agreement, except that you will be eligible for severance pay under this letter agreement if the termination of your employment is otherwise a Qualifying Termination and occurs within 90 days before the First Event, and you fail to satisfy the condition set forth in Section 2(f) of the Management Agreement.

Indemnification Agreement:

The Company will indemnify you in connection with your duties and responsibilities for the Company, as set out in the Indemnification Agreement dated as of the same date as this letter agreement (the "Indemnification Agreement").

Taxes:

The Company may withhold from any compensation payable to you in connection with your employment such federal, state and local income and employment taxes as the Company shall determine are required to be withheld pursuant to any applicable law or regulation.

Assignment:

This letter agreement shall not be assignable, in whole or in part, by either party without the written consent of the other party, except that the Company may,

without your consent, assign its rights and obligations under this letter agreement to any corporation or other business entity (i) with which the Company may merge or consolidate, or (ii) to which the Company may sell or transfer all or substantially all of its assets or capital stock; provided, however, that no such assignment shall relieve the Company of its obligations hereunder in the event that the assignee shall fail to perform the same.

Interpretation: This letter agreement is intended to satisfy, or otherwise be exempt from, the requirements of Sections 409A(a)(2), (3), and (4) of the Internal Revenue Code of 1986, as amended (the "Code"), including current and future guidance and regulations interpreting such provisions, and it should be interpreted accordingly.

Applicable Law: This letter agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota.

Entire Agreement: This letter agreement, the PIIA, the Indemnification Agreement, and the Management Agreement constitute the entire agreement between the parties, and supersede all prior discussions, agreements and negotiations between you and the Company. No amendment or modification of this letter agreement will be effective unless made in writing and signed by you and an authorized officer of the Company.

If you have any questions about the terms of this letter agreement, please contact me or Richard Deal.

Sincerely,

/s/ Mark N. Greene

Mark N. Greene  
Chief Executive Officer

I accept and agree to the terms and conditions of employment with Fair Isaac Corporation as set forth above.

/s/ Charles L. Ill

Charles L. Ill

January 15, 2010

Dated

**EXHIBIT A**

**RELEASE BY CHARLES L. ILL**

**Definitions.** I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

- A. I, me, and my include both me (Charles L. Ill) and anyone who has or obtains any legal rights or claims through me.
- B. FICO means Fair Isaac Corporation, any company related to Fair Isaac Corporation in the present or past (including without limitation, its predecessors, parents, subsidiaries, affiliates, joint venture partners, and divisions), and any successors of Fair Isaac Corporation.
- C. Company means FICO; the present and past officers, directors, committees, shareholders, and employees of FICO; any company providing insurance to FICO in the present or past; the present and past employee benefit plans sponsored or maintained by FICO (other than multiemployer plans) and the present and past fiduciaries of such plans; the attorneys for FIC; and anyone who acted on behalf of FICO or on instructions from FICO.
- D. Agreement means the \*[letter agreement / Management Agreement / or other relevant agreement]\* between me and FICO dated \*[date]\*, including all of the documents attached to such agreement.
- E. My Claims mean all of my rights that I now have to any relief of any kind from the Company, whether I now know about such rights or not, including without limitation:
  - 1. all claims arising out of or relating to my employment with FICO or the termination of that employment;
  - 2. all claims arising out of or relating to the statements, actions, or omissions of the Company;
  - 3. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under the laws of the United States or any other country or of any state, province, municipality, or other unit of government, including without limitation, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, the Lilly Ledbetter Fair Pay Act of 2009, the Minnesota Human Rights Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the California Fair Employment and Housing Act, the Minneapolis Civil Rights Ordinance, and workers' compensation non-interference or non-retaliation statutes (such as Minn. Stat. § 176.82);

4. all claims for alleged wrongful discharge; breach of contract; breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a “whistleblower”; defamation; infliction of emotional distress; fraud; misrepresentation; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;
5. all claims for compensation of any kind, including without limitation, bonuses, commissions, stock-based compensation or stock options, vacation pay and paid time off, perquisites, and expense reimbursements;
6. all rights I have under California Civil Code section 1542, which states that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;”
7. all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and
8. all claims for attorneys’ fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived; any claims that may arise after the date on which I sign this Release; any rights I may have to indemnification from FICO as a current or former officer, director or employee of FICO; any claims for payment of severance benefits under the Agreement; any rights I have to severance pay or benefits under the Agreement; or any claims I may have for earned and accrued benefits under any employee benefit plan sponsored by the Company in which I am a participant as of the date of termination of my employment with FICO.

**Consideration.** I am entering into this Release in consideration of FICO’s obligations to provide me certain severance benefits as specified in the Agreement. I will receive consideration from FICO as set forth in the Agreement if I sign and do not rescind this Release as provided below. I understand and acknowledge that I would not be entitled to the consideration under the Agreement if I did not sign this Release. The consideration is in addition to anything of value that I would be entitled to receive from FICO if I did not sign this Release or if I rescinded this Release. I acknowledge and represent that I have received all payments and benefits that I am entitled to receive (as of the date of this Release) by virtue of any employment by the Company.

**Agreement to Release My Claims.** In exchange for the consideration described in the Agreement, I give up and release all of My Claims. I will not make any demands or claims against the Company for compensation or damages relating to My Claims. The consideration that I am receiving is a fair compromise for the release of My Claims.

**Cooperation.** Upon the reasonable request of the Company, I agree that I will (i) timely execute and deliver such acknowledgements, instruments, certificates, and other ministerial documents (including without limitation, certification as to specific actions performed by me in my capacity as an officer of the Company) as may be necessary or appropriate to formalize and complete the applicable corporate records;

(ii) reasonably consult with the Company regarding business matters that I was involved with while employed by the Company; and (iii) be reasonably available, with or without subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities in connection with any litigation or investigation, with respect to matters that I may have knowledge of by virtue of my employment by or service to the Company. In performing my obligations under this paragraph to testify or otherwise provide information, I will honestly, truthfully, forthrightly, and completely provide the information requested, volunteer pertinent information and turn over to the Company all relevant documents which are or may come into my possession.

**My Continuing Obligations.** I understand and acknowledge that I must comply with all of my post-employment obligations under the Agreement and under the Proprietary Information and Inventions Agreement dated \*[date]\*. I will not defame or disparage the reputation, character, image, products, or services of FICO, or the reputation or character of FICO's directors, officers, employees and agents, and I will refrain from making public comment about the Company except upon the express written consent of an officer of FICO.

**Additional Agreements and Understandings.** Even though FICO will provide consideration for me to settle and release My Claims, the Company does not admit that it is responsible or legally obligated to me. In fact, the Company denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct toward me, and denies that it treated me unfairly.

**Advice to Consult with an Attorney.** I understand and acknowledge that I am hereby being advised by the Company to consult with an attorney prior to signing this Release and I have done so. My decision whether to sign this Release is my own voluntary decision made with full knowledge that the Company has advised me to consult with an attorney.

**Period to Consider the Release.** I understand that I have 21 days from the date I received this Release (or 21 days after the last day of my employment with FICO, if later) to consider whether I wish to sign this Release. If I sign this Release before the end of the 21-day period, it will be my voluntary decision to do so because I have decided that I do not need any additional time to decide whether to sign this Release. I understand and agree that if I sign this Release prior to my last day of employment with FICO it will not be valid and FICO will not be obligated to provide the consideration described in the Release.

**My Right to Rescind this Release.** I understand that I may rescind this Release at any time within 15 days after I sign it, not counting the day upon which I sign it. This Release will not become effective or enforceable unless and until the 15-day rescission period has expired without my rescinding it. I understand that if I rescind this Release FICO will not be obligated to provide the consideration described in the Release.

**Procedure for Accepting or Rescinding the Release.** To accept the terms of this Release, I must deliver the Release, after I have signed and dated it, to FICO by hand or by mail within the 21-day period that I have to consider this Release. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to FICO by hand or by mail within the 15-day rescission period. All deliveries must be made to FICO at the following address:

Senior Vice President of Human Resources  
Fair Isaac Corporation  
901 Marquette Avenue  
Suite 3200  
Minneapolis, MN 55402

If I choose to deliver my acceptance or the rescission by mail, it must be postmarked within the period stated above and properly addressed to FICO at the address stated above.

**Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the Company. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims. I agree that the provisions of this Release may not be amended, waived, changed or modified except by an instrument in writing signed by an authorized representative of FICO and by me.

**My Representations.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with FICO. No child support orders, garnishment orders, or other orders requiring that money owed to me by FICO be paid to any other person are now in effect.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the Company except as specifically set forth in the Agreement. I am voluntarily releasing My Claims against the Company. I intend this Release and the Agreement to be legally binding.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Charles L. Ill