

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

HireRight Holdings Corporation

(Name of Issuer)

Common stock, par value \$0.001 per share

(Title of Class of Securities)

433537107

(CUSIP Number)

**Michael Gosk
c/o General Atlantic Service Company, L.P.
55 East 52nd Street, 33rd Floor
New York, New York 10055
(212) 715-4000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

November 17, 2023

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 (Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON	
	General Atlantic L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		32,137,852
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		32,137,852
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	32,137,852	

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	47.5%
14	TYPE OF REPORTING PERSON	PN

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1	NAME OF REPORTING PERSON	
	GAP (Bermuda) L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		2,390,000
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	3.5%
14	TYPE OF REPORTING PERSON	PN

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1	NAME OF REPORTING PERSON	
	General Atlantic GenPar (Bermuda), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
	7	SOLE VOTING POWER
		0

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	
			2,390,000
	9	SOLE DISPOSITIVE POWER	
			0
	10	SHARED DISPOSITIVE POWER	
			2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	2,390,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	3.5%		
14	TYPE OF REPORTING PERSON		
	PN		

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1	NAME OF REPORTING PERSON		
	General Atlantic Partners (Bermuda) IV, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
	OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	Bermuda		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	
			0
	8	SHARED VOTING POWER	
			2,390,000
	9	SOLE DISPOSITIVE POWER	
			0
	10	SHARED DISPOSITIVE POWER	
			2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	2,390,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	3.5%		
14	TYPE OF REPORTING PERSON		
	PN		

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1	NAME OF REPORTING PERSON		
	General Atlantic Partners (Bermuda) EU, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		

4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		2,390,000
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	3.5%	
14	TYPE OF REPORTING PERSON	
	PN	

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1	NAME OF REPORTING PERSON	
	General Atlantic GenPar, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		28,862,580
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		28,862,580
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	28,862,580	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	42.7%	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAME OF REPORTING PERSON	
	General Atlantic (Lux) S.à r.l.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Luxembourg	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		2,390,000
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	3.5%	
14	TYPE OF REPORTING PERSON	
	CO	

1	NAME OF REPORTING PERSON	
	GAP Coinvestments III, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		23,685,465
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		23,685,465
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	23,685,465	

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	35.0%
14	TYPE OF REPORTING PERSON	OO

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1	NAME OF REPORTING PERSON	
	GAP Coinvestments IV, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		23,685,465
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		23,685,465
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	23,685,465	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	35.0%
14	TYPE OF REPORTING PERSON	OO

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1	NAME OF REPORTING PERSON	
	GAP Coinvestments V, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
	7	SOLE VOTING POWER
		0

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER 23,685,465
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 23,685,465
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,685,465	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.0%	
14	TYPE OF REPORTING PERSON OO	

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1	NAME OF REPORTING PERSON GAP Coinvestments CDA, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 23,685,465
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 23,685,465
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,685,465	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 35.0%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON General Atlantic GenPar (Lux) SCSp	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	

3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Luxembourg	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,390,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON General Atlantic Partners (Lux) SCSp	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Luxembourg	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,390,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON General Atlantic Partners AIV-1 A, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,538,851
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,538,851
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,538,851	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON General Atlantic Partners AIV-1 B, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,885,582
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,885,582

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,885,582
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.2%
14	TYPE OF REPORTING PERSON PN

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1	NAME OF REPORTING PERSON General Atlantic (SPV) GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 29,719,898
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 29,719,898
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 29,719,898	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 43.9%	
14	TYPE OF REPORTING PERSON OO	

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1	NAME OF REPORTING PERSON General Atlantic Partners 100, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	20,438,147
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	20,438,147
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	20,438,147		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	30.2%		
14	TYPE OF REPORTING PERSON		
	PN		

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1	NAME OF REPORTING PERSON		
	General Atlantic (HRG) Collections, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
	OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	20,438,147
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	20,438,147
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	20,438,147		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	30.2%		
14	TYPE OF REPORTING PERSON		
	PN		

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1	NAME OF REPORTING PERSON		
	GAPCO AIV Holdings, L.P.		

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 857,318
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 857,318
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 857,318	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.3%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON GAPCO AIV Interholdco (GS), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 857,318
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 857,318
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 857,318	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.3%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON GA AIV-1 B Interholdco, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,885,582
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 4,885,582
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,885,582	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.2%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON GA AIV-1 B Interholdco (GS), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 4,885,582
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER

	10	SHARED DISPOSITIVE POWER 4,885,582
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,885,582	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.2%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON GA AIV-1 A Interholdco (GS), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,538,851
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,538,851
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,538,851	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON General Atlantic Partners (Bermuda) HRG II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	

6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,390,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%	
14	TYPE OF REPORTING PERSON PN	

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1	NAME OF REPORTING PERSON	
	General Atlantic (SPV) GP (Bermuda), LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Bermuda	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,390,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,390,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,390,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%	
14	TYPE OF REPORTING PERSON OO	

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This Amendment No. 1 to Schedule 13D (the “Statement”) is being filed to amend the Statement as originally filed with the U.S. Securities and Exchange Commission (the “SEC”) on December 9, 2022 with respect to the common stock, par value \$0.001 per share (the “Common stock”) of HireRight Holdings Corporation, a company incorporated in Delaware (the “Company”), whose principal executive offices are located at 100 Centerview Drive, Suite 300, Nashville, Tennessee 37214. Except as otherwise provided herein, each Item of the Statement remains unchanged.

Item 2. Identity and Background.

Item 2 is hereby amended and restated as follows:

(a)-(c), (f) This Statement is being filed by a “group,” as defined in Rule 13d-5 of the General Rules and Regulations promulgated under the Exchange Act. The members of the group are:

- (i) General Atlantic, L.P., a Delaware limited partnership (“GA LP”);
- (ii) GAP (Bermuda) L.P., a Bermuda exempted limited partnership (“GAP Bermuda LP”);
- (iii) General Atlantic GenPar (Bermuda), L.P., a Bermuda exempted limited partnership (“GenPar Bermuda”);
- (iv) General Atlantic Partners (Bermuda) IV, L.P., a Bermuda exempted limited partnership (“GAP Bermuda IV”);
- (v) General Atlantic Partners (Bermuda) EU, L.P., a Bermuda exempted limited partnership (“GAP Bermuda EU”);
- (vi) General Atlantic GenPar, L.P., a Delaware limited partnership (“GA GenPar”);
- (vii) General Atlantic (Lux) S.à.r.l., a Luxembourg private limited liability company (“GA Lux”);
- (viii) GAP Coinvestments III, LLC, a Delaware limited liability corporation (“GAPCO III”);
- (ix) GAP Coinvestments IV, LLC, a Delaware limited liability corporation (“GAPCO IV”);
- (x) GAP Coinvestments V, LLC, a Delaware limited liability corporation (“GAPCO V”);
- (xi) GAP Coinvestments CDA, L.P., a Delaware limited partnership (“GAPCO CDA”);
- (xii) General Atlantic GenPar (Lux) SCSp, a Luxembourg special limited partnership (“GA GenPar Lux”);
- (xiii) General Atlantic Partners (Lux), SCSp, a Luxembourg special limited partnership (“GAP Lux”);

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- (xiv) General Atlantic Partners AIV-1 A, L.P., a Delaware limited partnership (“GAP AIV-1 A”);
- (xv) General Atlantic Partners AIV-1 B, L.P., a Delaware limited partnership (“GAP AIV-1 B”);
- (xvi) General Atlantic (SPV) GP, LLC, a Delaware limited liability corporation (“GA SPV”);
- (xvii) General Atlantic Partners 100, L.P. (“GAP100”);
- (xviii) General Atlantic (HRG) Collections, L.P. (“GA HRG Collections”);
- (xix) GAPCO AIV Holdings, L.P. (“GAPCO AIV Holdings”);
- (xx) GAPCO AIV Interholdco (GS), L.P. (“GAPCO GS”);
- (xxi) GA AIV-1 B Interholdco, L.P. (“GA AIV-1 B Interholdco”);
- (xxii) GA AIV-1 B Interholdco (GS), L.P. (“GA AIV-B GS”);
- (xxiii) GA AIV-1 A Interholdco (GS), L.P. (“GA AIV-A GS”);
- (xxiv) General Atlantic Partners (Bermuda) HRG II, L.P. (“GAP HRG II”); and
- (xxv) General Atlantic (SPV) GP (Bermuda), LLC (“GA SPV Bermuda”).

Each of the foregoing is referred to as a Reporting Person and collectively as the “Reporting Persons.” GAP Bermuda IV, GAP Bermuda EU, GAP Lux, GAP 100, GAP AIV-1 A, GAP AIV-1 B and GA AIV-1 B Interholdco are collectively referred to as the “GA Funds.” GAPCO III, GAPCO IV, GAPCO V, GAPCO CDA and GAPCO AIV Holdings are collectively referred to as the “Sponsor Coinvestment Funds.”

The address of GAP Bermuda LP, GenPar Bermuda, GAP Bermuda IV, GAP Bermuda EU, GAP HRG II and GA SPV Bermuda is c/o Conyers Client Services (Bermuda) Limited, Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. The address of GA Lux, GA GenPar Lux, and GAP Lux is Luxembourg is 412F, Route d’Esch, L-1471 Luxembourg. The address of each of the Sponsor Coinvestment Funds, GA SPV, GA HRG Collections, GAP AIV-1 A, GAP AIV-1 B, GA AIV-1 B Interholdco, GA AIV-B GS, GA AIV-A GS and GA LP is c/o General Atlantic Service Company, L.P., 55 East 52nd Street, 33rd Floor, New York, NY 10055.

Each of the Reporting Persons is engaged in acquiring, holding and disposing of interests in various companies for investment purposes.

The limited partners of GA HRG II that share beneficial ownership of the shares held by GA HRG II are the following General Atlantic investment funds: GAPCO CDA, GAPCO III, GAPCO IV, GAPCO V, GAP Lux, GAP Bermuda IV and GAP Bermuda EU. GA GenPar Bermuda is the managing member of GA SPV Bermuda, and GA SPV Bermuda is the general partner of GA HRG II. The general partner of GAP Lux is GA GenPar Lux, and the general partner of GA GenPar Lux is GA Lux Sarl. GA GenPar Bermuda is the sole shareholder of GA Lux Sarl, the sole member of GA SPV Bermuda, and the general partner of GAP Bermuda IV and GAP Bermuda EU. The limited

partners of GA HRG Collections that share beneficial ownership of the shares held by GA HRG Collections are the following General Atlantic investment funds: GAP 100, GAPCO CDA, GAPCO III, GAPCO IV, and GAPCO V. The limited partners of GAPCO GS that share beneficial ownership of the shares held by GAPCO GS are GAPCO AIV Holdings, GAPCO CDA, GAPCO III, GAPCO IV and GAPCO V. The limited partners that share beneficial ownership of the shares held by GA AIV-A GS and GA AIV-B GS are the following General Atlantic investment funds: in the case of GA AIV-A GS, GAP AIV-1 A and in the case of GA AIV-B GS, GAP AIV-1 B and GAP AIV-1 B Interholdco. GA SPV is the general partner of GA HRG Collections, GAPCO GS, GAPCO AIV Holdings, GA AIV-A GS and GA AIV-B GS. GA GenPar is the general partner of GAP AIV-1 A, GAP AIV-1 B, GAP 100 and GAP AIV-1 B Interholdco. GA LP is the sole member of GA SPV, the managing member of GAPCO III, GAPCO IV and GAPCO V, and the general partner of GAPCO CDA and GA GenPar. GA LP and GAP Bermuda are controlled by the Management Committee of GASC MGP, LLC (the "Management Committee").

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As of the date hereof, there are eleven members of the Management Committee. Each of the members of the Management Committee disclaims ownership of the common stock except to the extent he has a pecuniary interest therein. The information required by General Instruction C to Schedule 13D is attached hereto as Schedule A and is hereby incorporated by reference. The present principal occupation or employment of each of the members of the Management Committee is as a managing director of GA LP.

(d)-(e) None of the Reporting Persons and none of the individuals listed on Schedule A have, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and supplemented by the addition of the following:

This Statement is not being made as a result of any particular acquisition or disposition of the Company's common stock by the Reporting Persons.

The description of the Joint Bidding Agreement (as defined below) under Item 4 is incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction.

Item 4 of the Statement is hereby amended and supplemented by the addition of the following:

On November 17, 2023, GA HRG Collections, GAPCO GS, GA AIV-B GS and GA AIV-A GS ("GA") entered into a Joint Bidding Agreement (the "Joint Bidding Agreement") with Trident VII, L.P., a Cayman Islands exempted limited partnership ("Trident VII"), Trident VII Parallel Fund, L.P., a Cayman Islands exempted limited partnership ("Trident VII Parallel"), Trident VII DE Parallel Fund, L.P., a Delaware limited partnership ("Trident VII DE Parallel"), and Trident VII Professionals Fund, L.P., a Cayman Islands exempted limited partnership ("Trident VII Professionals," and together with Trident VII, Trident VII Parallel and Trident VII DE Parallel, the "Trident VII Partnerships"), in respect of the Company. Pursuant to the Joint Bidding Agreement, GA and the Trident VII Partnerships (collectively, the "Bidding Group") agreed to, among other things, work together to potentially submit a preliminary non-binding proposal to the Board of Directors of the Company (the "Board") related to a potential strategic transaction involving the Bidding Group and the Company, including a potential acquisition by the Bidding Group of the shares of common stock not beneficially owned by the Bidding Group.

No assurance can be given that the Bidding Group will submit such a proposal to the Board. Furthermore, if such a proposal is submitted, no assurance can be given that it will be accepted by the Board or that any definitive agreement will be entered into with respect to any transaction contemplated by such proposal or that any such transaction will be consummated. Any such definitive agreement would be subject to approval by the Board and closing conditions. The Reporting Persons are under no obligation to submit such a proposal to the Board. Each of the Reporting Persons reserves the right to not submit such a proposal to the Board or, if a proposal is submitted, to modify or withdraw such proposal at any time, and no obligation on the part of any of the Reporting Persons or any of their affiliates will arise by virtue of the filing of this Statement. The Reporting Persons do not intend to update additional disclosures regarding the proposal described herein unless disclosure is otherwise required under applicable U.S. securities laws.

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The proposal described herein may result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of Schedule 13D, including, without limitation, an acquisition of additional securities of the Company, an extraordinary corporate transaction (such as a merger) involving the Company, delisting of the common stock of the Company from the New York Stock Exchange and other material changes in the Company's business or corporate structure.

References to the Joint Bidding Agreement in this Statement are qualified in their entirety by reference to the Joint Bidding Agreement, a copy of which is attached hereto as Exhibit 4 and which is incorporated by reference herein.

Except for the foregoing, none of the Reporting Persons has any plans or proposals which relate to, or would result in, any of the matters referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons reserve the right to formulate other plans or make other proposals which could result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of this Schedule 13D, and to modify or withdraw any such plan or proposal at any time. The Reporting Persons and their affiliates will continue to regularly review and assess their investment in the Company and, depending on market conditions and other factors, may determine, from time to time, to engage in any of the events set forth in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Items 5(a)-(c) are hereby amended and restated as follows:

(a) and (b) The percentages used herein are calculated based upon an aggregate of 67,644,747 shares of common stock reported by the Company to be outstanding as of October 31, 2023 as reflected in the Company's Quarterly Report on Form 10-Q filed with the SEC on November 8, 2023.

By virtue of the fact that (i) the GA Funds and the Sponsor Coinvestment Funds contributed the capital to fund the purchases, and share beneficial ownership of, the common stock held of record by GA HRG II, GA HRG Collection, GAPCO GS, GA AIV-B GS, and GA AIV-A GS, (ii) GA SPV Bermuda is the general partner of GA HRG

II, (iii) GAP Bermuda is the general partner of GA GenPar Bermuda, and GenPar Bermuda is the general partner of GAP Bermuda EU and GAP Bermuda IV, the sole member of GA SPV Bermuda and is the sole shareholder of GA Sarl, (iv) GA Sarl is the general partner of GA GenPar Lux and GA GenPar Lux is the general partner of GAP Lux, and (v) GAP Lux has appointed Carne Global Fund Management (Luxembourg) S.A. (the “AIFM”) as the alternative investment fund manager of GAP Lux pursuant to an alternative investment fund management agreement to undertake all functions required of an external alternative investment fund manager under the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended from time to time and GAP Lux has also entered into a delegated portfolio management and distribution agreement with the AIFM and General Atlantic Service Company, L.P. (“GASC”) in order to appoint GASC to act as the portfolio manager of GAP Lux (vi) GA SPV is the general partner of GA HRG Collections, GAPCO GS, GAPCO AIV Holdings, GA AIV-A GS and GA AIV-B GS, (vii) GA GenPar is the general partner of GAP AIV-1 A, GAP AIV-1 B, GAP 100 and GAP AIV-1 B Interholdco, (viii) GA LP is the managing member of GAPCO III, GAPCO IV and GAPCO V, the general partner of GAPCO CDA and the sole member of GA SPV, and (ix) the members of the Management Committee control the investment decisions of GA LP, GAP Bermuda and, with respect to GAP Lux, GASC, the Reporting Persons may be deemed to have the power to vote and direct the disposition of the common stock owned of record by GA HRG Collections, GA HRG II, GAPCO GS, GA AIV-A GS, and GA AIV-B GS.

As a result, as of the date hereof, each of the Reporting Persons may be deemed to beneficially own the shares of common stock indicated on row (11) on such Reporting Person’s cover page included herein.

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Pursuant to Section 13(d) of the Exchange Act, by virtue of the relationships described herein and the obligations and rights thereunder, the Reporting Persons may be deemed to be members of a “group” with (i) the Trident VII Partnerships; (ii) Trident Capital VII, L.P., the general partner of Trident VII, Trident VII Parallel and Trident VII DE Parallel (“Trident VII GP”); (iii) Stone Point GP Ltd., the general partner of Trident VII Professionals (“Trident VII Professionals GP”); and (iv) Stone Point Capital LLC, the investment manager of the Trident VII Partnerships (“Stone Point” and, together with the Trident VII Partnerships, Trident VII GP and Trident VII Professionals GP, the “Stone Point Reporting Persons”). However, each Reporting Person expressly disclaims beneficial ownership of the shares of common stock beneficially owned by the Stone Point Reporting Persons or any other reporting person(s). Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission that any of the Reporting Persons beneficially owns any shares of common stock of the Company that are beneficially owned by the Stone Point Reporting Persons or any other reporting person(s). The Reporting Persons are only responsible for the information contained in this Statement and assume no responsibility for information contained in any other Schedule 13D filed by the Stone Point Reporting Persons or any other reporting person(s).

Based on the Schedule 13D filed by the Stone Point Reporting Persons with the SEC on November 17, 2023, the Stone Point Reporting Persons beneficially own 18,493,863 shares of common stock of the Company. Based on an aggregate of 67,644,747 shares of common stock reported outstanding as of October 31, 2023 in the Form 10-Q, the Stone Point Reporting Persons beneficially own approximately 27.3% of the outstanding shares of common stock of the Company, as calculated in accordance with Rule 13d-3(d)(1)(i).

Accordingly, in the aggregate, the Reporting Persons and the Stone Point Reporting Persons may be deemed to beneficially own 50,631,715 shares of common stock, which, as calculated in accordance with Rule 13d-3(d)(1)(i), represents approximately 74.8% of the total shares of common stock of the Company based on 67,644,747 shares of common stock reported outstanding as of October 31, 2023 in the Form 10-Q.

(c) None of the Reporting Persons has effected any transaction in shares of common stock in the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Issuer.

Item 6 is hereby amended and restated as follows:

The information disclosed under Item 3, Item 4 and Item 5(a) above is hereby incorporated by reference into this Item 6.

The GA Funds, the Sponsor Coinvestment Funds and the members of the Management Committee may, from time to time, consult among themselves and coordinate the voting and disposition of shares of common stock held of record by GA HRG Collections and GA HRG II as well as such other action taken on behalf of the Reporting Persons with respect to the common stock held by the Reporting Persons as they deem to be in the collective interest of the Reporting Persons.

The Reporting Persons entered into a Joint Filing Agreement on December 9, 2022 (the “Joint Filing Agreement”), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Exchange Act. A copy of the Joint Filing Agreement is attached hereto as Exhibit 1.

Pursuant to a Stockholders Agreement (the “Stockholders Agreement”), dated October 29, 2021, among the Company, GA HRG Collections, and other shareholders of the Company named therein, the Reporting Persons have the right to nominate to the Board a number of designees equal to at least: (i) a majority of the directors of the Board for so long as the Reporting Persons beneficially own over 40% of the Company’s common stock then outstanding; (ii) three of the directors for so long as the Reporting Persons beneficially own over at least 30% but less than or equal to 40% of the common stock then outstanding; (iii) two of the directors for so long as the Reporting Persons beneficially own at least 20% but less than or equal to 30% of the common stock then outstanding; and (iv) one of the directors for so long as the Reporting Persons beneficially own at least 10% but less than or equal to 20% of the common stock then outstanding. In addition, GA has agreed to vote to elect certain individuals nominated by each of GA and the Stone Point Reporting Persons to the Company’s board of directors in accordance with the terms of the Stockholder Agreement.

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Additionally, so long as the Reporting Persons beneficially own at least 25% of the outstanding common stock, the following actions shall not be taken by the Company, directly or indirectly: (i) any acquisition or disposition in which aggregate consideration is greater than \$250,000,000 in a single transaction or series of related transactions; (ii) any transaction in which any Person (as defined in the Stockholders Agreement) or group acquires more than 50% of the then outstanding capital stock of the Company or the power to elect a majority of the members of the Board; (iii) any incurrence or refinancing of Indebtedness (as defined in the Stockholders Agreement) of the Company and its Subsidiaries to the extent such incurrence or refinancing would result in the Company and its Subsidiaries (as defined in the Stockholders Agreement) having Indebtedness (as defined in the Stockholders Agreement) in excess of \$750,000,000 principal amount in the aggregate; (iv) hiring or termination of the chief executive officer of the Company; (v) any increase or decrease in the size of the Board; (vi) any reorganization, recapitalization, voluntary bankruptcy, liquidation, dissolution or winding-up; (vii) any repurchase or redemption of capital stock of the Company (other than (x) on a pro rata basis, (y) pursuant to an open market plan approved by the Board or (z) accepting shares from recipients of awards under the Company’s equity incentive plan in satisfaction of the obligation of such recipients to pay the exercise price of options or reimburse the Company for income tax withholding deposits paid by the Company on behalf of such recipients, or repurchase from employees following their departure); (viii) any payment or declaration of dividends on capital stock of the Company; (ix) any entry into a joint venture involving amounts in excess of \$50,000,000; or (x) adoption of a poison pill or similar rights plan.

The foregoing description of the Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholders Agreement,

which is attached hereto as [Exhibit 2](#).

Pursuant to a Registration Rights Agreement (the "[Registration Rights Agreement](#)"), dated October 28, 2021, by and among the Company, GA HRG Collections and the other shareholders of the Company named therein, the Reporting Persons are entitled to certain customary demand registration and piggyback registration rights, subject to the terms and conditions of the Registration Rights Agreement.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is attached hereto as [Exhibit 3](#).

On November 29, 2022, GA HRG II entered into a new 10b5-1 plan with BTIG, LLC ("[BTIG](#)") effective as of November 30, 2022. Pursuant to the 10b5-1 Plan, BTIG may purchase up to 723,080 shares of common stock of the Company on behalf of GA HRG II. The 10b5-1 Plan terminated on December 8, 2022, with the completion of all purchases under the Plan.

Except as described above or elsewhere in this Statement or incorporated by reference in this Statement, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons or, to the best of their knowledge, any of the persons named in [Schedule A](#) hereto and any other person with respect to any securities of the Company, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

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Item 7. Materials to be Filed as Exhibits.

Item 7 is hereby amended and supplemented by the addition of the following:

- Exhibit 1: [Agreement relating to the filing of joint acquisition statements as required by Rule 13d-1\(k\)\(1\) under the Exchange Act \(previously filed\).](#)
- Exhibit 2: [Stockholders Agreement between the Company, GA HRG, and other stockholders named therein, dated October 29, 2021 \(incorporated by reference to Exhibit 4.2 to the Company's Annual Report filed on Form 10-K on March 21, 2022\).](#)
- Exhibit 3: [Registration Rights Agreement by and among the Company, GA HRG II, and other stockholders named therein, dated October 28, 2021 \(incorporated by reference to Exhibit 4.1 of the Company's Annual Report filed on Form 10-K on March 21, 2022\).](#)
- Exhibit 4: [Joint Bidding Agreement entered into by and among the Reporting Persons and the Stone Point Reporting Persons, dated November 17, 2023.](#)

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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated as of November 17, 2023

GENERAL ATLANTIC, L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAP (BERMUDA) L.P.

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC GENPAR (BERMUDA), L.P.

By: GAP (BERMUDA) L.P., its general partner

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

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GENERAL ATLANTIC PARTNERS (BERMUDA) IV, L.P.

By: GENERAL ATLANTIC GENPAR (BERMUDA), L.P., its
general partner

By: GAP (BERMUDA), L.P., its general partner

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GENERAL ATLANTIC PARTNERS (BERMUDA) EU, L.P.

By: GENERAL ATLANTIC GENPAR (BERMUDA), L.P., its
general partner

By: GAP (BERMUDA), L.P., its general partner

By: GAP (BERMUDA) GP LIMITED, its general partner

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GENERAL ATLANTIC GENPAR, L.P.

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GENERAL ATLANTIC (LUX) S.À.R.L.

By: /s/ Ingrid van der Hoorn

Name: Ingrid van der Hoorn

Title: Manager A

By: /s/ William Blackwell

Name: William Blackwell

Title: Manager B

GAP COINVESTMENTS III, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GAP COINVESTMENTS IV, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GAP COINVESTMENTS V, LLC

By: GENERAL ATLANTIC, L.P., its managing member

By: /s/ Michael Gosk

Name: Michael Gosk

Title: Managing Director

GAP COINVESTMENTS CDA, L.P.

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

CUSIP No. 433537107

SCHEDULE 13D

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GENERAL ATLANTIC GENPAR (LUX) SCSp

By: GENERAL ATLANTIC (LUX)
S.À R.L., its general partner

By: /s/ Ingrid van der Hoorn
Name: Ingrid van der Hoorn
Title: Manager A

By: /s/ William Blackwell
Name: William Blackwell
Title: Manager B

GENERAL ATLANTIC PARTNERS (LUX), SCSp

By: GENERAL ATLANTIC GENPAR (LUX) SCSp, its general partner

By: GENERAL ATLANTIC (LUX) S.À.R.L., its general partner

By: /s/ Ingrid van der Hoorn
Name: Ingrid van der Hoorn
Title: Manager A

By: /s/ William Blackwell
Name: William Blackwell
Title: Manager B

GENERAL ATLANTIC PARTNERS AIV-1 A, L.P.

By: GENERAL ATLANTIC GENPAR, L.P., its general partner

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

CUSIP No. 433537107

SCHEDULE 13D

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GENERAL ATLANTIC PARTNERS AIV-1 B, L.P.

By: GENERAL ATLANTIC GENPAR, L.P., its general partner

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC (SPV) GP, LLC

By: GENERAL ATLANTIC, L.P., its sole member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC PARTNERS 100, L.P.

By: GENERAL ATLANTIC GENPAR, L.P., its general partner

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk

Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC (HRG) COLLECTIONS, L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

CUSIP No. 433537107

SCHEDULE 13D

Page 39 of 40

GAPCO AIV HOLDINGS, L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GAPCO AIV INTERHOLDCO (GS), L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GA AIV-1 B INTERHOLDCO, L.P.

By: GENERAL ATLANTIC GENPAR, L.P., its general partner

By: GENERAL ATLANTIC, L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GA AIV-1 B INTERHOLDCO (GS), L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GA AIV-1 A INTERHOLDCO (GS), L.P.

By: GENERAL ATLANTIC (SPV) GP, LLC, its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

CUSIP No. 433537107

SCHEDULE 13D

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GENERAL ATLANTIC PARTNERS (BERMUDA) HRG II, L.P.

By: GENERAL ATLANTIC (SPV) GP (BERMUDA), LLC, its general partner

By: GAP (BERMUDA), L.P., its sole member

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

GENERAL ATLANTIC (SPV) GP (BERMUDA), LLC

By: GENERAL ATLANTIC GENPAR (BERMUDA), L.P., its sole member

By: GAP (BERMUDA), L.P., its general partner

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

SCHEDULE A

Members of the Management Committee (as of the date hereof)

Name	Address	Citizenship
William E. Ford (Chief Executive Officer)	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Gabriel Caillaux	23 Savile Row London W1S 2ET United Kingdom	France
Andrew Crawford	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Martin Escobari	55 East 52nd Street 33rd Floor New York, New York 10055	Bolivia and Brazil
Anton J. Levy	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Sandeep Naik	Marina Bay Financial Centre Tower 1 8 Marina Boulevard, #17-02 Singapore 018981	United States
J. Albert Smith	535 Madison Ave, 31st Floor New York, NY 10022	United States
Graves Tompkins	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Lance D. G. Uggla	23 Savile Row London W1S 2ET United Kingdom	United Kingdom and Canada
N. Robbert Vorhoff	55 East 52nd Street 33rd Floor New York, New York 10055	United States
Eric Zhang	Suite 5704-5706, 57F Two IFC, 8 Finance Street Central, Hong Kong, China	Hong Kong SAR

JOINT BIDDING AGREEMENT

This JOINT BIDDING AGREEMENT (this “Agreement”), dated as of November 17, 2023, is made and entered into by and among (i) General Atlantic Partners (Bermuda) HRG II, L.P., General Atlantic (HRG) Collections, L.P., GAPCO AIV Interholdco (GS), L.P., GA AIV-1 B Interholdco (GS), L.P. and GA AIV-1 A Interholdco (GS), L.P. (collectively, “General Atlantic”) and (ii) Trident VII, L.P., Trident VII Parallel Fund, L.P., Trident VII DE Parallel Fund, L.P. and Trident VII Professionals Fund, L.P. (collectively, “Stone Point” and, together with General Atlantic, the “Sponsors”, each individually, a “Sponsor”).

WITNESSETH:

WHEREAS, the Sponsors are considering a potential strategic transaction (the “Transaction”) with respect to HireRight Holdings Corporation, a Delaware corporation (the “Target”), pursuant to which the Sponsors or an Affiliate thereof would acquire all of the Target’s outstanding common stock not already beneficially owned by the Sponsors and their Affiliates and the Target would be delisted from the New York Stock Exchange and deregistered under the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”). “Affiliates” shall have the meaning ascribed to such term in Rule 12b-2 under the Exchange Act; including, for the avoidance of doubt, any affiliated investment funds of such Sponsor or any investment vehicles of such Sponsor or such funds; provided, however, that no portfolio company of any such Sponsor (including any portfolio company of any affiliated investment fund or investment vehicle of such Sponsor) shall be deemed to be an Affiliate of such Sponsor.

WHEREAS, the Sponsors are engaged in discussions regarding a potential joint bid by the Sponsors to acquire all of the Target’s outstanding common stock not already beneficially owned by the Sponsors and their Affiliates (the “Bid”); and

WHEREAS, the Sponsors wish to work together in connection with the Bid on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, the Sponsors hereby agree as follows:

1. Preparation and Submission of Bid. The Sponsors shall each use their good faith efforts to cooperate and work together on the Bid and the Transaction. Each Sponsor shall use its commercially reasonable efforts to provide all resources reasonably necessary to prepare and, subject to receipt of the Approvals applicable to such Sponsor, submit the Bid to the board of directors of the Target and, if applicable, negotiate definitive agreements with the Target in connection with the Transaction. Notwithstanding the foregoing, no Sponsor is required to make available to the other Sponsor any of its internal board meeting or investment committee materials or analyses or any information which it considers being commercially sensitive information or which is otherwise held subject to an obligation of confidentiality. The Sponsors agree and confirm that (a) certain employees or representatives of each Sponsor are directors of the Target or its subsidiaries (the “Specified Individuals”), (b) such Specified Individuals may be subject to confidentiality obligations to the Target in their capacities as directors of the Target, which obligations are separate and independent

from, and in addition to, any obligations set forth herein, and shall not be obligated to provide any information in breach of any of their respective obligations or fiduciary duties to the Target, (c) the provisions of this Agreement, including regarding the disclosure of Confidential Information, do not apply to any Specified Individual in his or her capacity as director of the Target and (d) nothing in this Agreement shall restrict or prevent any Specified Individual from performing or discharging his or her obligations or duties (including any fiduciary duties) as director of the Target, and no action taken or omission made by any Specified Individual in such individual’s capacity as a director of the Target, shall constitute a breach or violation of this Agreement.

2. Transaction Documents. The Sponsors agree that, prior to execution of a definitive merger agreement with the Target regarding the Transaction (the “Definitive Merger Agreement”), the Sponsors shall mutually agree on the transaction structure for the Transaction, and the Sponsors shall negotiate in good faith mutually agreed upon terms and conditions of a customary interim investors agreement and term sheet relating to post-closing governance, liquidity, capitalization and other terms governing their joint ownership of the Target (the “Equityholders Agreement” and, together with the Definitive Merger Agreement, collectively, the “Definitive Transaction Documents”).
3. Expenses. Except as otherwise provided in this Agreement, each Sponsor shall bear its own costs and expenses incurred in connection with the Bid, the Transaction and all other efforts under this Agreement, and no Sponsor shall be liable for costs and expenses incurred or other obligations undertaken by the other Sponsor in connection with the Bid, the Transaction or any such efforts under this Agreement. The Sponsors agree that in the event the Transaction is consummated, the Company or its successor will reimburse or bear, as applicable, such costs and expenses of the Sponsors.
4. Confidentiality; Public Statements.
 - (a) Each Sponsor shall use its commercially reasonable efforts to execute a customary confidentiality agreement as reasonably required by the Target in connection with gaining access to confidential, non-public information with respect to the Target in connection with the Transaction.
 - (b) Each Sponsor acknowledges that it has had or may have access to certain Confidential Information (as defined below). Each Sponsor agrees that it shall, and shall cause its directors, officers, employees and Affiliates to, and use reasonable best efforts to cause its agents, representatives and third-party advisors to, maintain the confidentiality of the Confidential Information and refrain from disclosing any Confidential Information to any third person or entity, except (i) as required by law, regulation or legal or regulatory process, (ii) to its directors, officers, employees, Affiliates, agents, representatives and third-party advisors who need to know such Confidential Information in connection with advising such Sponsor with respect to the Bid or the Transaction, (iii) as authorized in writing by the other Sponsor that has authority to provide such authorization or (iv) in any proceeding arising from a dispute between the Sponsors alleging a breach of the terms of this Agreement. In the event that a Sponsor receives a request to disclose all or any part of the

Confidential Information from a court or governmental or regulatory authority or agency or is obligated to disclose any portion of the Confidential Information as described in clause (i) of the immediately preceding sentence, it shall, to the extent permitted by law, (x) notify as promptly as possible the other Sponsor of the existence, terms and circumstances surrounding such obligation; (y) consult with the other Sponsor on the advisability of taking legally available steps to resist or defend against such obligation or to protect the confidentiality of such Confidential Information following such disclosure; and (z) if disclosure of such Confidential Information shall be required, furnish only that portion of the Confidential Information that such Sponsor is requested or legally compelled to disclose. “Confidential Information” shall mean (A) the fact that this Agreement has been entered into and the terms and conditions set forth herein, (B) the fact that the Sponsors are considering the Transaction, the Bid and that discussions have been, are being or may be conducted with Target and its representatives with respect to the Transaction and the terms and conditions of the Transaction and (C) any information exchanged by or on behalf of (or derived from) the Sponsors and/or their Affiliates in connection with the Bid or the Transaction; provided that “Confidential Information” shall not include information that is or becomes available to the public generally, other than as a result of disclosure by a Sponsor or its directors, officers, employees, Affiliates, agents or representatives in breach of the terms of this Agreement.

- (c) No Sponsor shall issue any press release or otherwise make any public statement with respect to an actual or potential Bid or Transaction involving any other Sponsor or the Target without the prior consent of each of the other Sponsor unless such press release or public statement is required by law, regulation or legal or regulatory process (or stock exchange rule). In the event that a Sponsor becomes obligated to issue a press release or otherwise make a public statement as described in the immediately preceding sentence, it shall, to the extent permitted by law, (x) notify as promptly as possible each of the other Sponsor of the existence, terms and circumstances surrounding such obligation; (y) consult with the other Sponsor on the content of such press release or other public statement; and (z) include the name of any other Sponsor in such press release or other public statement only if legally compelled to do so. Notwithstanding the foregoing, each Sponsor may make any beneficial ownership filings or other filings with the U.S. Securities and Exchange Commission, or amendments thereto, in respect of the Target that such Sponsor reasonably believes is required under applicable law without the prior written consent of the other Sponsor, including the filing of any amendments to any Schedule 13D filed by either Sponsor or its Affiliates with the U.S. Securities and Exchange Commission in respect of the Target; provided that each such Sponsor shall coordinate with the other Sponsor in good faith regarding the content and timing of such filings or amendments in connection with the Bid or the Transaction.
5. No Obligation to Enter into Transaction. Each of the Sponsors reserves the right, in its sole discretion, not to proceed with or pursue the Transaction, to terminate discussions and negotiations with respect thereto and to withdraw its participation in the Transaction at any time prior to execution of the Definitive Transaction Documents without any liability or
-
- obligation of any kind (except as set forth in Section 6). Without limiting the foregoing, nothing in this Agreement is intended to create any obligation on the part of a Sponsor or any of its Affiliates to negotiate the Transaction for any specified period of time, submit the Bid, enter into any agreements with the Target or otherwise consummate any Transaction or enter into any Equityholders Agreement except on terms that are acceptable to such Sponsor, in such Sponsor's sole discretion.
6. Withdrawal. Any Sponsor may cease its participation in the Transaction at any time prior to the execution of the Definitive Transaction Documents upon 24 hours' prior written notice to the other Sponsor and, upon such withdrawal, such Sponsor shall no longer be a party to this Agreement (the "Withdrawing Sponsor"); provided that, notwithstanding such withdrawal, (a) Section 4 shall continue to bind the Withdrawing Sponsor for a period of 6 months from the date of this Agreement, and (b) nothing shall relieve a Sponsor for such Sponsor's breach of this Agreement, in which case such Sponsor shall be liable for any and all damages incurred or suffered by the other Sponsor directly as a result of such breach (and not arising from any consequential (including consequential, lost profit damages and diminution in value arising from or relating to a Sponsor becoming a Withdrawing Sponsor), indirect, incidental, punitive, exemplary, incidental or special damages (and, in each case, whether or not foreseeable)); provided that in no event shall a Sponsor be liable for any such damages to the extent in excess of \$50,000 in the aggregate. Each Sponsor acknowledges and agrees that, upon execution of the Definitive Transaction Documents, withdrawal from the Transaction will no longer be permitted, except as contemplated by the Definitive Transaction Documents. Each Sponsor acknowledges that the other Sponsor may require internal approvals (collectively, "Approvals") in order to proceed with submission of the Bid and/or the execution of the Definitive Transaction Documents. The Sponsors agree that any Sponsor may withdraw from this Agreement pursuant to this Section 6 if it does not receive any such Approval prior to submission of the Bid and/or the execution of the Definitive Transaction Documents.
7. Notices. All notices, requests and other communications to any Sponsor hereunder shall be in writing and shall be deemed given when delivered personally, emailed or sent by overnight courier to the Sponsors at the addresses set forth on the signature pages hereto.
8. Entire Agreement. This Agreement constitutes the entire agreement between the Sponsors and supersedes all prior agreements and understandings, oral or written, in each case, with respect to the subject matter of this Agreement. The Sponsors agree that the provisions contained in this Agreement shall not supersede or affect in any way the Target's Stockholders Agreement, dated as of October 28, 2021.
9. Amendment; Modification and Waiver. Any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by each of the Sponsors, or in the case of a waiver, by the Sponsor against whom the waiver is to be effective. No failure or delay by any Sponsor in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
-
10. Assignment. This Agreement shall not be assigned by any Sponsor without the prior written consent of the other Sponsor; provided that this Agreement may be assigned by a Sponsor to one of its Affiliates, including, without limitation, funds managed by such Sponsor, but such assignment shall not relieve such Sponsor of its obligations hereunder.
11. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person or entity other than the Sponsors and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
12. Governing Law; Submission to Jurisdiction.
- (a) This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relating to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.
- (b) Each of the Sponsors hereby irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction and venue of the state courts of the State of Delaware ("Delaware Courts") in any action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such action shall be heard and determined in the Delaware Courts, (ii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Delaware Courts, including any objection based on its place of incorporation or domicile, (iii) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action in any such court and (iv) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Sponsors consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed in accordance with Section 7 at the applicable address set forth on the signature pages hereto or in any other manner permitted by applicable law.
13. WAIVER OF JURY TRIAL. EACH SPONSOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISE OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH SPONSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH SPONSOR MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY THEREOF. EACH SPONSOR CERTIFIES AND

ACKNOWLEDGES THAT (A) NO OTHER SPONSOR NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER SPONSOR WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SPONSOR UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SPONSOR MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SPONSOR HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 13. ANY SPONSOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SPONSORS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

14. Specific Performance. The Sponsors agree that irreparable damage may occur and that the Sponsors would not have any adequate remedy at law in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached or threatened to be breached and that money damages or other legal remedies may not be an adequate remedy for any such failure to perform or breach. The Sponsors shall be entitled to seek injunctive or other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement, and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.
16. No Partnership. Nothing in this Agreement is intended to, and this Agreement shall not, create a partnership between the Sponsors. Accordingly, (a) the rights, obligations and duties of each Sponsor in relation to the other Sponsor with respect to the subject matter of this Agreement shall be only those contractual rights, obligations and duties that are created by the express terms of this Agreement and shall not include any fiduciary or other implied rights, obligations or duties of any kind, (b) no Sponsor shall be authorized to act on behalf of the other Sponsor except as otherwise expressly provided by the terms of this Agreement and (c) no Sponsor shall be obligated to any third party for the obligations or liabilities of the other Sponsor.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Sponsors have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

GENERAL ATLANTIC PARTNERS (BERMUDA) HRG II, L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.,
55 East 52nd Street, 33rd Floor
New York, New York 10055
Attention: Michael Gosk

GENERAL ATLANTIC (HRG) COLLECTIONS, L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.,
55 East 52nd Street, 33rd Floor
New York, New York 10055
Attention: Michael Gosk

GAPCO AIV INTERHOLDCO (GS), L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.,
55 East 52nd Street, 33rd Floor
New York, New York 10055
Attention: Michael Gosk

GA AIV-1 B INTERHOLDCO (GS), L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.,
55 East 52nd Street, 33rd Floor
New York, New York 10055
Attention: Michael Gosk

GA AIV-1 A INTERHOLDCO (GS), L.P.

By: /s/ Michael Gosk
Name: Michael Gosk
Title: Managing Director

Address: c/o General Atlantic Service Company, L.P.,
55 East 52nd Street, 33rd Floor
New York, New York 10055
Attention: Michael Gosk

TRIDENT VII, L.P.

By: /s/ Stephen Levey
Name: Stephen Levey
Title: Managing Director

Address: c/o Stone Point Capital LLC
20 Horseneck Lane, Greenwich, Connecticut 06830
Attention: Stephen Levey

TRIDENT VII PARALLEL FUND, L.P.

By: /s/ Stephen Levey
Name: Stephen Levey
Title: Managing Director

Address: c/o Stone Point Capital LLC
20 Horseneck Lane, Greenwich, Connecticut 06830
Attention: Stephen Levey

TRIDENT VII DE PARALLEL FUND, L.P.

By: /s/ Stephen Levey
Name: Stephen Levey
Title: Managing Director

Address: c/o Stone Point Capital LLC
20 Horseneck Lane, Greenwich, Connecticut 06830
Attention: Stephen Levey

TRIDENT VII PROFESSIONALS FUND, L.P.

By: /s/ Stephen Levey
Name: Stephen Levey
Title: Managing Director

Address: c/o Stone Point Capital LLC
20 Horseneck Lane, Greenwich, Connecticut 06830
Attention: Stephen Levey
