
**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)

**Jacqueline Giammarco
Stone Point Capital LLC
20 Horseneck Lane
Greenwich, CT 06830
(203) 862-2900**

with copies to:

**Elizabeth A. Cooper
Mark C. Viera
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
(212) 455-2000**

(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 Rules 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

1	NAME OF REPORTING PERSON. Trident VII, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 11,959,030 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 11,959,030 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,959,030 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 17.7%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Trident VII Parallel Fund, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 5,814,235 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 5,814,235 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,814,235 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 8.6%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Trident VII DE Parallel Fund, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 100,067 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 100,067 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 100,067 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 0.1%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Trident VII Professionals Fund, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 590,065 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 590,065 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 590,065 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 0.9%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Trident Capital VII, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 17,873,332 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 17,873,332 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,873,332 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 26.4%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Stone Point GP Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 590,065 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 590,065 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 590,065 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 0.9%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

1	NAME OF REPORTING PERSON. Stone Point Capital LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 18,493,863 shares
	9	SOLE DISPOSITIVE POWER 30,466 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,493,863 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11); 27.3%(1)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (Limited Liability Company)	

- (1) All percentages of ownership of the Common Stock by Reporting Persons presented in this Statement are based on 67,644,747 shares of Common Stock outstanding, as of October 31, 2023, as set forth in the Issuer's Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023.

EXPLANATORY NOTE

This Amendment No. 1 (“Amendment No. 1”) amends the statement on Schedule 13D filed with the Securities Exchange Commission on June 27, 2022 (as amended, the “Schedule 13D”) by Trident VII, L.P. (“Trident VII”), Trident VII Parallel Fund, L.P. (“Trident VII Parallel”), Trident VII DE Parallel Fund, L.P. (“Trident VII DE Parallel”), Trident VII Professionals Fund, L.P. (“Trident VII Professionals” and together with Trident VII, Trident VII Parallel and Trident VII DE Parallel, the “Trident VII Partnerships”), Trident Capital VII, L.P. (“Trident VII GP”), Stone Point GP Ltd. (“Trident VII Professionals GP”) and Stone Point Capital LLC (“Stone Point”) (collectively, the “Reporting Persons”, and each, a “Reporting Person”) relating to the common stock par value, \$0.001 per share (the “Common Stock”), of HireRight Holdings Corporation (the “Issuer”).

The Items below amend the information disclosed under the corresponding Items of the Schedule 13D as described below. Except as specifically provided herein, this Amendment No. 1 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings ascribed to them in the Schedule 13D.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended by incorporating herein by reference the information set forth on the updated Schedule B attached hereto.

Item 3. Source and Amount of Funds or Other Considerations

Item 3 of the Schedule 13D is hereby amended and supplemented as follows:

On November 14, 2022, Trident VII, L.P., Trident VII Parallel Fund, L.P., Trident VII DE Parallel Fund, L.P. and Trident VII Professionals Fund, L.P. purchased 40,325, 19,605, 338 and 1,989 Common Shares, respectively, in open market transactions at prices ranging from \$9.25 to \$9.50, inclusive, with a weighted average price of \$9.4228 for an aggregate purchase price of \$587,980. The Trident VII Partnerships funded these purchases using cash invested in the Trident VII Partnerships by the limited partners of such entities.

On June 2, 2022, 10,891 restricted stock units (“RSUs”) were granted to each of James D. Carey and James R. Matthews, managing directors of Stone Point, under the Issuer’s 2021 Omnibus Incentive Plan, as compensation for their service as directors of the Issuer, which vested fully on May 25, 2023. On May 25, 2023, 16,369 RSUs were granted to each of Mr. Carey and Mr. Matthews under the Issuer’s 2021 Omnibus Incentive Plan, which will vest on the earlier of the Issuer’s 2024 annual meeting or May 25, 2024, subject to each individual’s continued service on the Issuer’s board of directors. Each RSU represents the contingent right to receive, upon vesting, one share of Common Stock.

This Schedule 13D is not being made as a result of any particular acquisition or disposition of shares of Common Stock by the Reporting Persons.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

On November 17, 2023, the Trident VII Partnerships entered into a Joint Bidding Agreement (the “Joint Bidding Agreement”) with 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, “GA”) in respect of the Issuer. 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 Issuer (the “Board”) related to a potential strategic transaction involving the Bidding Group and the Issuer, 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 Schedule 13D. 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.

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 Issuer, an extraordinary corporate transaction (such as a merger) involving the Issuer, delisting of the Common Stock of the Issuer from the New York Stock Exchange and other material changes in the Issuer's business or corporate structure.

References to the Joint Bidding Agreement in this Schedule 13D are qualified in their entirety by reference to the Joint Bidding Agreement, a copy of which is attached hereto as Exhibit 3 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 Issuer 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) of the Schedule 13D are hereby amended and restated as follows:

(a) and (b) The responses of each of the Reporting Persons with respect to Rows 11, 12, and 13 of the cover pages of this Schedule 13D that relate to the aggregate number and percentage of Common Stock (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of each of the Reporting Persons with respect to Rows 7, 8, 9, and 10 of the cover pages of this Schedule 13D that relate to the number of Common Stock as to which each of the persons or entities referenced in Item 2 has sole or shared power to vote or to direct the vote of and sole or shared power to dispose of or to direct the disposition of (including but not limited to footnotes to such information) are incorporated herein by reference.

11,959,030 shares of Common Stock are owned directly by Trident VII and may be deemed to be beneficially owned by Trident VII GP and Stone Point because (i) Trident VII GP is the general partner of Trident VII and (ii) Stone Point is the investment manager of Trident VII. Each of the Reporting Persons (other than Trident VII), and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

5,814,235 shares of Common Stock are owned directly by Trident VII Parallel and may be deemed to be beneficially owned by Trident VII GP and Stone Point because (i) Trident VII GP is the general partner of Trident VII Parallel and (ii) Stone Point is the investment manager of Trident VII Parallel. Each of the Reporting Persons (other than Trident VII Parallel), and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

100,067 shares of Common Stock are owned directly by Trident VII DE Parallel and may be deemed to be beneficially owned by Trident VII GP and Stone Point because (i) Trident VII GP is the general partner of Trident VII DE Parallel and (ii) Stone Point is the investment manager of Trident VII DE Parallel. Each of the Reporting Persons (other than Trident VII DE Parallel), and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

590,065 shares of Common Stock are owned directly by Trident VII Professionals and may be deemed to be beneficially owned by Trident VII Professionals GP and Stone Point because (i) Trident VII Professionals GP is the general partner of Trident VII Professionals and (ii) Stone Point is the investment manager of Trident VII Professionals. Each of the Reporting Persons (other than Trident VII Professionals), and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

Pursuant to certain management agreements, Stone Point has received delegated authority by Trident VII GP and Trident VII Professionals GP relating to the Trident VII Partnerships, provided that the delegated discretion to exercise voting rights may not be exercised on behalf of any of the Trident VII Partnerships without first receiving direction from the Investment Committee of Trident VII GP or a majority of the general partners of Trident VII GP or Trident VII Professionals GP, as applicable. The management agreements do not delegate any power with respect to the disposition of Common Stock held by the Trident VII Partnerships.

15,233 shares of Common Stock are held directly by James D. Carey, issued under the Issuer's 2021 Omnibus Incentive Plan as RSUs, solely for the benefit of Stone Point. Mr. Carey and each of the Reporting Persons (other than Stone Point) and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

15,233 shares of Common Stock are held directly by James R. Matthews, issued under the Issuer's 2021 Omnibus Incentive Plan as RSUs, solely for the benefit of Stone Point. Mr. Matthews and each of the Reporting Persons (other than Stone Point) and each of their affiliated entities and the officers, partners, members and managers thereof, disclaims beneficial ownership of these securities.

By virtue of the relationships described herein and the obligations and rights thereunder, the Reporting Persons in this Schedule 13D and GA may be deemed to constitute a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended. Based on this Schedule 13D and the Schedule 13D filed by GA with the Securities and Exchange Commission on the date hereof, such a "group" would be deemed to beneficially own an aggregate of 50,631,715 shares of Common Stock, or 74.8% of the Issuer's outstanding shares of Common Stock calculated pursuant to Rule 13d-3. The Reporting Persons expressly disclaim beneficial ownership over any shares of Common Stock beneficially owned by GA that they may be deemed to beneficially own solely by reason of the Stockholders Agreement. This Schedule 13D does not reflect any shares of Common Stock beneficially owned by GA.

(c) None of the Reporting Persons has effected any transaction in Common Shares in the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by the addition of the following:

The information disclosed under Item 4 above is hereby incorporated by reference into this Item 6.

Item 7. Materials to Be Filed as Exhibits

Item 7 of the Statement is hereby amended and supplemented as follows:

Exhibit	Description
3	Joint Bidding Agreement, dated as of November 17, 2023, by and among Trident VII, L.P., Trident VII Parallel Fund, L.P., Trident VII DE Parallel Fund, L.P., Trident VII Professionals Fund, 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.

SIGNATURE

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.

Date: November 17, 2023

TRIDENT VII, L.P.

By: Trident Capital VII, L.P., its sole general partner
By: DW Trident GP, LLC, a general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

TRIDENT VII PARALLEL FUND, L.P.

By: Trident Capital VII, L.P., its sole general partner
By: DW Trident GP, LLC, a general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

TRIDENT VII DE PARALLEL FUND, L.P.

By: Trident Capital VII, L.P., its sole general partner
By: DW Trident GP, LLC, a general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

TRIDENT VII PROFESSIONALS FUND, L.P.

By: Stone Point GP Ltd., its sole general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

TRIDENT CAPITAL VII, L.P.

By: DW Trident GP, LLC, a general partner

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

STONE POINT GP LTD.

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Vice President

STONE POINT CAPITAL LLC

By: /s/ Jacqueline Giammarco

Name: Jacqueline Giammarco

Title: Managing Director

SCHEDULE B

Set forth below is the name and principal occupation of (i) each member of Stone Point Capital LLC (“Stone Point”), (ii) each member of Stone Point GP Ltd. (“Trident VII Professionals GP”), (iii) each general partner of Trident Capital VII, L.P. (“Trident VII GP”), and (iv) each member of the Investment Committee of Trident VII GP. Each of the following individuals is a United States citizen. The business address of each person is c/o Stone Point Capital LLC, 20 Horseneck Lane, Greenwich, CT 06830.

Name and Office

Charles A. Davis

Chairman and Chief Executive Officer, Stone Point
General Partner (through single-member
limited liability company) and member of
Investment Committee, Trident VII GP

Stephen Friedman

Senior Chairman, Stone Point
General Partner (through single-member
limited liability company) and member of
Investment Committee, Trident VII GP

James D. Carey

President, Stone Point
General Partner (through single-member
limited liability company) and member of
Investment Committee, Trident VII GP

David J. Wermuth

Chief Operating Officer and General Counsel,
Stone Point General Partner (through single-member
limited liability company) and
member of Investment Committee, Trident VII GP

Nicolas D. Zerbib

Chief Investment Officer, Stone Point
General Partner (through single-member
limited liability company) and member of
Investment Committee, Trident VII GP

Principal Occupation

Private Equity Investor, Stone Point

Private Equity Investor, Stone Point

Private Equity Investor, Stone Point

Private Equity Investor, Stone Point

Private Equity Investor, Stone Point

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.

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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.

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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.

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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