

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

FORM 10-K/A  
Amendment No. 1

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2023

OR  
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For transition period from to

Commission File Number 001-40982

**HireRight Holdings Corporation**

(Exact name of registrant as specified in its charter)



**Delaware**  
(State or other jurisdiction of incorporation or organization)

**83-1092072**  
(I.R.S. Employer Identification No.)

**100 Centerview Drive, Suite 300**  
(Address of Principal Executive Offices)

**Nashville Tennessee**

**37214**  
(Zip Code)

**(615) 320-9800**  
(Registrant's telephone number, including area code)

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

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
Common stock, par value \$0.001 per share	HRT	NYSE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C.7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act): Yes  No

The registrant had outstanding 67,352,961 shares of common stock as of March 20, 2024.

The aggregate market value of the common stock held by non-affiliates of the registrant as of the last business day of the Registrant's most recently completed second fiscal quarter was approximately \$223.2 million, based on the closing sale price as reported on the New York Stock Exchange on June 30, 2023.

**DOCUMENTS INCORPORATED BY REFERENCE**

None.

## EXPLANATORY NOTE

HireRight Holdings Corporation (“**HireRight**,” the “**Company**,” “**we**,” “**us**,” or “**our**”) is filing this Amendment No. 1 on Form 10-K/A (this “**Amendment**”) to amend our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, originally filed with the Securities and Exchange Commission (the “**SEC**”) on March 12, 2024 (the “**Original Filing**”), to include Items 10, 11, 12, 13 and 14 of Part III of Form 10-K. Pursuant to General Instruction G(3) to Form 10-K, we incorporated the above-referenced items in our Form 10-K by reference to our definitive proxy statement, expecting to file such statement within 120 days after our fiscal year-end. We are filing this Amendment to provide the information required in Part III of Form 10-K because we have now determined that we will not file a definitive proxy statement containing that information within 120 days after the end of the fiscal year covered by our Original Filing. This Amendment No. 1 also updates certain of the information included in Item 15 and the Exhibit Index of the 2023 Annual Report previously filed and the related hyperlinks in the originally filed Form 10-K to reflect the additions of the following exhibits: (i) Exhibit 10.24 Employment Agreement by and between Brian Copple and HireRight Holdings Corporation, dated October 28, 2021; (ii) Exhibit 10.25 Amendment to MOIC Options by and between Brian Copple and HireRight Holdings Corporation, dated March 19, 2022; (iii) Exhibit 10.26 Stock Option Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Brian Copple; (iv) Exhibit 10.27 Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Brian Copple; (v) Exhibit 10.28 MOIC Option Agreement by and between Guy Abramo and HireRight GIS Group Holdings LLC, dated December 3, 2018; (vi) Exhibit 10.29 Special MOIC Option Agreement by and between Guy Abramo and HireRight GIS Group Holdings LLC, dated December 3, 2018; (vii) Exhibit 10.30 MOIC Option Agreement by and between Thomas Spaeth and HireRight GIS Group Holdings LLC, dated December 3, 2018; (viii) Exhibit 10.31 MOIC Option Agreement by and between Brian Copple and HireRight GIS Group Holdings LLC, dated December 3, 2018; (ix) Exhibit 10.32 Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Thomas Spaeth; (x) Exhibit 10.33 Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Brian Copple; (xi) Exhibit 10.34 Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Guy Abramo; (xiii) Exhibit 10.36 TSR Based Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Thomas Spaeth; (xiv) Exhibit 10.37 TSR Based Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Brian Copple; (xv) Exhibit 10.38 AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Guy Abramo; (xvi) Exhibit 10.39 AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Thomas Spaeth; (xvii) Exhibit 10.40 AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Brian Copple; and (xviii) Exhibit 19.1 Insider Trading Policy.

For purposes of this Annual Report on Form 10-K/A, and in accordance with Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), this Amendment amends and restates in their entirety Items 10, 11, 12, 13 and 14 of Part III of our Original Filing. The cover page of our Original Filing is also amended to delete the reference to the incorporation by reference to our definitive proxy statement. No other changes have been made to the Form 10-K other than those described above. This Amendment does not reflect subsequent events occurring after the original filing date of the Form 10-K or modify or update the financial statements, consents or any other items or disclosures made in the Form 10-K in any way other than as required to reflect the amendments discussed above. Accordingly, this Amendment should be read in conjunction with the Form 10-K and the Company’s other filings with the SEC subsequent to the filing of the Form 10-K.

In addition, as required by Rule 12b-15 under the Exchange Act, new certifications by our principal executive officer and principal financial officer are filed as exhibits to this Annual Report on Form 10-K/A.

## FORWARD LOOKING STATEMENTS AND ADDITIONAL INFORMATION

### Cautionary Note

This Amendment contains “forward-looking statements” within the United States Private Securities Litigation Reform Act of 1995 regarding the transactions contemplated by the Merger Agreement among HireRight, Hearts Parent, LLC (“**Parent**”), and Hearts Merger Sub, Inc. (“**Merger Sub**”) (the “**Proposed Transaction**”), including the satisfaction of conditions to, and expected time period to consummate, the Proposed Transaction. All such forward-looking statements by their nature address matters that are uncertain and are based upon current plans, estimates, and expectations that are subject to risks, uncertainties and assumptions, many of which are beyond the control of HireRight, that could cause actual results to differ materially from those expressed in such forward-looking statements. Key factors that could cause actual results to differ materially include, but are not limited to, the expected timing and likelihood of completion of the Proposed Transaction, including the timing, receipt and terms and conditions of any required governmental and regulatory approvals of the Proposed Transaction; the occurrence of any event, change or other circumstances that could give rise to the termination of the definitive agreement; the possibility that HireRight’s stockholders may not approve the Proposed Transaction as required by the Merger Agreement; the risk that the parties may not be able to satisfy the conditions to the Proposed Transaction in a timely manner or at all; and the risk of potential litigation relating to the Proposed Transaction that could be instituted against HireRight and its directors and/or officers. All such factors are difficult to predict and are beyond our control, including those detailed in HireRight’s annual reports on Form 10-K, quarterly reports on Form 10-Q and Current Reports on Form 8-K that are available on HireRight’s website at <https://www.hireright.com> and on the website of the Securities Exchange Commission (the “**SEC**”) at <http://www.sec.gov>. HireRight’s forward-looking statements are based on assumptions that HireRight believes to be reasonable but that may not prove to be accurate. Other unpredictable factors not discussed in this communication could also have material adverse effects on forward-looking statements. HireRight does not assume an obligation to update any forward-looking statements, except as required by applicable law. These forward-looking statements speak only as of the date they are made.

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#### **Additional Information and Where to Find It**

In connection with the Proposed Transaction, HireRight has filed with the SEC a preliminary proxy statement on Schedule 14A (the “**Preliminary Proxy Statement**”). The definitive version of the proxy statement (the “**Definitive Proxy Statement**”) will be sent to the stockholders of HireRight seeking their approval of the Proposed Transaction and other related matters. HireRight and its affiliates have jointly filed a transaction statement on Schedule 13E-3 (the “**Schedule 13E-3**”). HireRight may also file other documents with the SEC regarding the Proposed Transaction. This communication is not a substitute for the Definitive Proxy Statement, the Schedule 13E-3 or any other document which HireRight may file with the SEC.

INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PRELIMINARY PROXY STATEMENT, THE SCHEDULE 13E-3 AND THE DEFINITIVE PROXY STATEMENT (ONCE AVAILABLE), AS WELL AS ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED TRANSACTION OR INCORPORATED BY REFERENCE THEREIN AND ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION REGARDING HIRERIGHT, THE PROPOSED TRANSACTION AND RELATED MATTERS.

Investors and security holders may obtain free copies of these documents, including the Preliminary Proxy Statement, the Schedule 13E-3, the Definitive Proxy Statement (once available) and other documents filed with the SEC by HireRight through the website maintained by the SEC at <http://www.sec.gov>. Copies of documents filed with the SEC by HireRight will be made available free of charge by accessing HireRight’s website at <https://www.hireright.com> or by contacting HireRight by submitting a message at [investor.relations@hireright.com](mailto:investor.relations@hireright.com).

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**HIRERIGHT HOLDINGS CORPORATION**  
**AMENDMENT NO. 1 ON FORM 10-K/A**  
**For the Fiscal Year Ended December 31, 2023**

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## PART III

## ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Set forth below is the name, age, position and a description of the business experience of each of our executive officers and each of our directors as of December 31, 2023:

## Directors

*Guy Abramo*

<i>Age:</i>	63
<i>Director Since:</i>	2018
<i>Committees:</i>	None
<i>Principal Occupation</i>	President and Chief Executive Officer
<i>Current Term Expires:</i>	2025 (Class I)
<i>Experience:</i>	<p>Mr. Abramo has served as member of the Board of Directors, Chief Executive Officer and President since July 2018. He joined the Company's predecessor, HireRight GIS Group Holdings, LLC ("HGGH"), as chief executive officer in January 2018 after serving as president of Experian Consumer Services Division for seven years, overseeing the group's strategy, direction and operation. Prior to joining Experian, Mr. Abramo served as president of Tallan, Inc., a nationwide professional services firm specializing in internet media design, business intelligence and custom software solutions. Before joining Tallan, he served for seven years as executive vice president, worldwide and chief strategy and information officer at Ingram Micro. Preceding Ingram Micro, Mr. Abramo served three years as a managing director at KPMG Consulting and the leader of the marketing intelligence consulting practice. While at KPMG, he was a member of the firm's Technology Leadership Council and co-founder of the Center for Data Insight data mining and marketing automation lab at Northern Arizona University. Mr. Abramo is also a 12-year veteran of the Exxon Mobil Corporation. At Exxon, he held a number of positions across both operating and headquarters divisions. Mr. Abramo began his Exxon career in research and development and achieved five patents for innovative fuels and fuel additives technologies. He later served in a number of positions of increasing responsibility in the Americas Marketing and Refining Division including manager of marketing services, assistant gasoline business manager of the U.S. Division and manager of administration and controls for a major Northeastern marketing unit. Mr. Abramo earned a BS in chemical engineering from the New Jersey Institute of Technology and an MBA from Georgetown University. As the Company's Chief Executive Officer, Mr. Abramo is a valuable member of our Board of Directors because he has a direct connection to senior management and the benefit of management's perspective on the Company's business and immediate strategic goals. He provides leadership, extensive knowledge of the Company, and insight on the day-to-day operation of the business.</p>

**Venkat Bhamidipati**

<b>Age:</b>	57
<b>Director Since:</b>	2023
<b>Committees:</b>	Audit Committee
<b>Principal Occupation</b>	Founder and Principal at The Principia Group LLC
<b>Current Term Expires:</b>	2024 (Class III)
<b>Experience:</b>	Mr. Bhamidipati has served as a member of our Board since 2023. Mr. Bhamidipati is the founder and principal at The Principia Group LLC which provides strategic consulting and advisory services. Previously he held the role of executive vice president and chief financial officer at McAfee Corp. until its acquisition in 2022. At McAfee he oversaw the finance, IT, and security operations strategy and teams that supported McAfee's business worldwide. Before McAfee, Mr. Bhamidipati was executive vice president and chief financial officer at Providence, a healthcare company with approximately \$25 billion in annual revenues, from 2017 to 2020. At Providence, he led finance and most corporate functions, including information technology, growth and corporate development, supply chain, and real estate. Before Providence, he spent 13 years at Microsoft, where he served as CFO of the Worldwide Operations Group, CFO of the Enterprise Group, and Managing Director of Business Development and Strategy. He began his career in public accounting and held finance roles at Hitachi Data Systems and Exodus Communications. Mr. Bhamidipati holds an MBA in Finance and Marketing from the Kelley School of Business at Indiana University. He is also a member of the board of directors and audit committee of Cross Country Healthcare, Inc., a leading tech-enabled workforce solutions and advisory firm serving healthcare clients and homecare, education and clinical and non-clinical healthcare professionals. Mr. Bhamidipati is a valuable member of the Board of Directors because of his deep background in executive management roles with large complex organizations, his financial management expertise and his experience in corporate development and strategy.

**James Carey**

<b>Age:</b>	57
<b>Director Since:</b>	2018
<b>Committees:</b>	Nominating and Governance Committee
<b>Principal Occupation</b>	President of Stone Point Capital ("Stone Point")
<b>Current Term Expires:</b>	2026 (Class II)
<b>Experience:</b>	Mr. Carey has served as a member of the Board of Directors since 2018. Mr. Carey is President of Stone Point and has been with Stone Point or its predecessor entities since 1997. Mr. Carey currently serves on the board of directors of several other Trident Fund portfolio companies, including Enstar Group Limited. Mr. Carey holds a BS from Boston College, a JD from Boston College Law School and an MBA from Duke University, Fuqua School of Business. Mr. Carey was nominated to the Board of Directors by Stone Point pursuant to the Company's stockholder's agreement and predecessor governance arrangements, and is a valuable member of the Board of Directors because of his private equity experience and his experience as a director of numerous private and public companies.

**Mark Dzialga**

<b>Age:</b>	59
<b>Director Since:</b>	2018
<b>Committees:</b>	Audit Committee
<b>Principal Occupation</b>	Managing Partner of Brighton Park Capital
<b>Current Term Expires:</b>	2026 (Class II)
<b>Experience:</b>	<p>Mr. Dzialga has served as a member of the Board of Directors since 2018 and served as Board Chair from 2018 to 2023. Mr. Dzialga is the Managing Partner of Brighton Park Capital and is a member of its Investment Committee. Prior to starting Brighton Park Capital, he was a Managing Director at General Atlantic for more than 20 years and had been a member of the firm's Executive Committee, Portfolio Committee, and Human Resources Committee through September of 2018. He was also a member of the Investment Committee at General Atlantic from 2003 to 2018 and chaired the Investment Committee from 2007 until the end of 2017. Before joining General Atlantic in 1998, Mr. Dzialga was co-head of the High Technology Merger Group at Goldman Sachs, where he advised many of the firm's technology clients on mergers, acquisitions and restructurings. Mr. Dzialga received an MBA from the Columbia University School of Business and a BS in Accounting from Canisius College. Mr. Dzialga is a valuable member of the Board of Directors because of his private equity experience, human resources expertise, and experience as a director of numerous public and private companies.</p>

**Josh Feldman**

<b>Age:</b>	33
<b>Director Since:</b>	2020
<b>Committees:</b>	Compensation Committee and Privacy and Cybersecurity Committee
<b>Principal Occupation</b>	Vice President, General Atlantic
<b>Current Term Expires:</b>	2025 (Class I)
<b>Experience:</b>	<p>Mr. Feldman has served as a member of the Board of Directors since 2020. Mr. Feldman is a Vice President at General Atlantic and focuses on investments in the technology sector. Prior to joining General Atlantic in 2014, he was an investment banker with Goldman Sachs in the Financial Institutions Group from 2012 to 2014. Mr. Feldman serves on the board of Quizlet, a leading online learning platform. Mr. Feldman received his undergraduate degree from University of California at Berkeley and an MBA from Stanford Graduate School of Business. Mr. Feldman was nominated to the Board of Directors by General Atlantic pursuant to the Company's stockholder's agreement and predecessor governance arrangements, and is a valuable member of the Board of Directors because of his private equity experience and expertise evaluating potential investments in the technology sector.</p>

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**Rene Kern**

<b>Age:</b>	60
<b>Director Since:</b>	2022
<b>Committees:</b>	Compensation Committee and Nominating and Governance Committee
<b>Principal Occupation</b>	Senior Advisor to General Atlantic
<b>Current Term Expires:</b>	2024 (Class III)
<b>Experience:</b>	Mr. Kern has served as a member of the Board of Directors since 2022. Mr. Kern is a Senior Advisor to General Atlantic. He also serves as a Director of Tory Burch, LLC, and as the Vice-Chairman of the Board of Governors of the Joseph H. Lauder Institute at the University of Pennsylvania. He is a Member of the Wharton Executive Education board, and serves on the UC Berkeley Foundation Board. Mr. Kern was Managing Director at General Atlantic from 1996 to 2021 specializing in the firm's European and Latin American business, as well as its financial services investment activities. Prior to his work for General Atlantic, he was an investment banker at Morgan Stanley and a management consultant at Bain & Company. Mr. Kern received his undergraduate degree in business administration from the University of California, Berkeley, and an MBA from the University of Pennsylvania's Wharton School. Mr. Kern was nominated to the Board of Directors by General Atlantic pursuant to the Company's stockholder's agreement, and is a valuable member of the Board of Directors because of his substantial financial and business expertise, international investment experience, and experience as a director and advisor of a diverse group of companies.

**Larry Kutscher**

<b>Age:</b>	59
<b>Director Since:</b>	2023
<b>Committees:</b>	Nominating and Governance Committee, Chair & Board Chair
<b>Principal Occupation</b>	Chief Executive Officer of A Place For Mom, Inc.
<b>Current Term Expires:</b>	2026 (Class II)
<b>Experience:</b>	Mr. Kutscher has served as a member of the Board of Directors since 2023 and was appointed to serve as Chairman of our Board of Directors in April 2023. Mr. Kutscher is currently the Chief Executive Officer of A Place For Mom, Inc., the leading technology-driven senior living referral platform and advisory service. Mr. Kutscher was previously the Chief Executive Officer of TravelClick, a cloud-based software solution for the hospitality industry. Mr. Kutscher also served as Chief Executive Officer of Register.com, General Manager of the Small Business Group at Dun & Bradstreet, and Managing Director with Goldman Sachs Wealth Management, after beginning his career with several leadership positions at American Express. Mr. Kutscher currently serves on the Board of Directors of A Place For Mom and Wish, one of the world's largest mobile e-commerce platforms, serving as an independent director and a member of the audit committee. He previously served on the Boards of Thayer Ventures Acquisition Corporation (now Inspirato Incorporated) and ReachLocal. Mr. Kutscher earned a bachelor's degree in political science from Brown University and an MBA from Columbia Business School. Mr. Kutscher was nominated to the Board of Directors by General Atlantic pursuant to the Company's stockholder's agreement, and is a valuable member of the Board of Directors because of his substantial executive leadership experience driving transformational growth for data and technology companies.



**James LaPlaine**

<b>Age:</b>	52
<b>Director Since:</b>	2021
<b>Committees:</b>	Privacy and Cybersecurity Committee, Chair
<b>Principal Occupation</b>	Consultant
<b>Current Term Expires:</b>	2026 (Class II)
<b>Experience:</b>	<p>Mr. LaPlaine has served as a member of the Board of Directors since 2021. From January 2018 to July 2021, Mr. LaPlaine was EVP and Chief Technology Officer of Red Ventures, LLC, a portfolio of digital companies that use an online marketplace to connect consumers and brands, where he was responsible for all technology choices and engineering staff including information technology operations, security data and software development. Mr. LaPlaine continued as a Strategic Advisor to Red Ventures, LLC from July 2021 through September 2022. Before joining Red Ventures, LLC, he held various management and executive-level positions at AOL over a period of sixteen years, including Chief Information Officer &amp; SVP, Technology Operations from August 2015 to August 2017. As CIO and SVP, Mr. LaPlaine was responsible for all data center infrastructure and cloud usage, IT systems, consumer identity systems, and back office platforms. While at AOL, Mr. LaPlaine also served as Executive Director at Technology Business Management Council from November 2014 to November 2019. Mr. LaPlaine has been a Senior Advisor to Brighton Park Capital since July 2021. Mr. LaPlaine holds a degree in Computer Science from State University of New York at Oswego. Mr. LaPlaine is a valuable member of the Board of Directors because of his experience in cybersecurity and technology services.</p>

**James Matthews**

<b>Age:</b>	57
<b>Director Since:</b>	2018
<b>Committees:</b>	Compensation Committee, Chair and Privacy and Cybersecurity Committee
<b>Principal Occupation</b>	Managing Director, Stone Point
<b>Current Term Expires:</b>	2024 (Class III)
<b>Experience:</b>	<p>Mr. Matthews has served as a member of the Board of Directors since 2018. Mr. Matthews is a Managing Director of Stone Point. He joined Stone Point in 2011 from Evercore Inc., where he was a Senior Managing Director and Co-Head of Private Equity. From 2000 to 2007, Mr. Matthews was with Welsh, Carson, Anderson &amp; Stowe, where he was a General Partner and focused on investments in the information services and business services sectors. Previously, Mr. Matthews was a General Partner of J. H. Whitney &amp; Co. and started his career as an Analyst in the mergers and acquisitions group of Salomon Brothers Inc. Mr. Matthews currently serves on the Board of Directors of several other Trident Fund portfolio companies, including Eagle Point Credit Company, Inc. and Eagle Point Income Company, Inc. He holds a BS from Boston College and an MBA from Harvard Business School. Mr. Matthews was nominated to the Board of Directors by Stone Point pursuant to the Company's stockholder's agreement and predecessor governance arrangements, and is a valuable member of the Board of Directors because of his experiences in private equity and in leadership roles of other companies.</p>

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**Jill Smart**

<b>Age:</b>	64
<b>Director Since:</b>	2018
<b>Committees:</b>	Compensation Committee
<b>Principal Occupation</b>	Consultant
<b>Current Term Expires:</b>	2024 (Class III)
<b>Experience:</b>	<p>Ms. Smart has served as a member of the Board of Directors since 2018. From 2015-2023, Ms. Smart served as President of the National Academy of Human Resources (NAHR), an organization that recognizes individuals and institutions for professional achievement in human resources by election as a Fellow of the National Academy of Human Resources. Previously, Ms. Smart spent more than 33 years at Accenture, a global professional services company, before retiring in 2014. For 10 years, she served as Accenture's Chief Human Resources Officer. Ms. Smart has served as a non-employee director of EPAM's board since July 2016. She is the founder and CEO of JBSmart Consulting, LLC., a member of the Cerity Partners Advisory Board, and serves on the Boards of Directors of AlixPartners, a financial advisory and global consulting firm and World Kinect Corporation, a publicly traded global energy management company. Ms. Smart received an MBA from the University of Chicago and a BS in business administration from the University of Illinois. Ms. Smart is a valuable member of the Board of Directors because of her human resources and business services expertise.</p>

**Lisa Troe**

<b>Age:</b>	62
<b>Director Since:</b>	2021
<b>Committees:</b>	Audit Committee, Chair and Privacy and Cybersecurity Committee
<b>Principal Occupation</b>	Director
<b>Current Term Expires:</b>	2025 (Class I)
<b>Experience:</b>	Ms. Troe has served as a member of the Board of Directors since 2021. From 2014 through 2021, she was a Senior Managing Director of Athena Advisors LLC, an independent advisory firm she co-founded to provide forensic and litigation, financial disclosure, and business strategy consulting services. From 2005 through 2013, Ms. Troe was a Senior Managing Director at business advisory firm, FTI Consulting, Inc. From 1995 through 2005, Ms. Troe held positions of increasing responsibility at the Pacific regional office of the U.S. SEC Division of Enforcement, including six years as Regional Chief Enforcement Accountant. Previously, she held accounting positions in public and private companies and was a senior auditor at Deloitte. Ms. Troe has served on the board of Expro Group Holdings N.V., an oilfield services company (since 2021) and served on the boards of Magnite, Inc., a digital advertising technology company (2014-2023); and Stem, Inc., a clean energy solutions company (2021-2023). Ms. Troe is NACD Directorship Certified and a CPA. She received a BS in business administration from University of Colorado. Ms. Troe brings to the Board of Directors an extensive background in public company governance and oversight, enterprise risk management, and public company accounting, financial reporting and disclosure. She has diverse experience with a wide range of industries, allowing her to bring additional perspective to a board.

**Executive Officers**

The table below sets forth biographical information for each of our executive officers not discussed above, as of the filing date hereof:

**Guy Abramo**

<b>Age:</b>	63
<b>Principal Occupation</b>	President and Chief Executive Officer
<b>Experience:</b>	For the biography of Guy Abramo, please see “ <b>Item 10. Directors, Executive Officers and Corporate Governance—Directors.</b> ”

**Tom Spaeth**

<b>Age:</b>	56
<b>Principal Occupation</b>	Chief Financial Officer
<b>Experience:</b>	Mr. Spaeth has served as the Company’s Chief Financial Officer since December 2014. Mr. Spaeth has more than 20 years of experience in corporate finance, accounting, investment banking, operations, and business development in the technology, consumer, and banking industries. Mr. Spaeth was an executive officer of HireRight, Inc., which filed a bankruptcy petition as an affiliated debtor of Altagility, Inc., in February 2015. Prior to HireRight, Mr. Spaeth served as Chief Financial Officer at UBM Technology, where he oversaw accounting, finance, sales operations, client delivery, and IT. Mr. Spaeth also has experience with corporate finance, consulting, and investment roles at Motorola, Ernst & Young, and Deutsche Bank. Mr. Spaeth holds a BS in business administration and finance from the University of Wisconsin and an MBA from the Kellogg Graduate School of Management, Northwestern University.

*Stephen Spears*

<b>Age:</b>	55
<b>Principal Occupation</b>	Chief Revenue Officer
<b>Experience:</b>	Mr. Spears has served as the Company's Chief Revenue Officer since 2023. Mr. Spears has more than 20 years of extensive go-to-market and leadership experience, including overseeing the strategy, performance, and alignment of revenue operations across multiple organizations at scale and managing initiatives to support customers and partners. He is an experienced Chief Revenue Officer, having held that position at SAP SuccessFactors from 2017 to 2020 and most recently at Avaya from 2020 to 2023. Mr. Spears spent most of his career at SAP, where he held various executive management roles including Senior Vice President of the HANA Enterprise Cloud, Senior Vice President of ITM and Middleware and other various senior-level executive positions. Mr. Spears also brings a global mindset to the role having lived and worked in both Europe and Asia. Mr. Spears received his Bachelor of Arts degree from Brigham Young University.

*Jeff Mullins*

<b>Age:</b>	51
<b>Principal Occupation</b>	Chief Technology Officer
<b>Experience:</b>	Mr. Mullins has served as the Company's Chief Technology Officer since 2024. Mr. Mullins brings over 25 years of experience in technology leadership to the role. His career has been marked by a commitment to service excellence and innovation, with a focus on developing solutions that significantly enhance business capabilities and guiding organizations through the complexities of digital transformation. With a background that spans consulting and corporate leadership roles, Mr. Mullins has a proven track record of partnering with customers and business leaders to craft strategies and implement effective technology, process and organizational changes. Mr. Mullins' expertise is further underscored by his tenure in executive roles at companies such as ADP, where he served as Vice President of Enterprise Applications and Hosting Operations from 2004 to 2014, Microsoft as a technology strategist from 2014 to 2017, Blue Chip Consulting Group from 2017 to 2018, and at AlixPartners, where he served as a management consultant from 2018 to 2024, focusing on optimizing operating models and driving operational improvements.

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**Laurie Blanton**

<b>Age:</b>	71
<b>Principal Occupation</b>	Chief Accounting Officer
<b>Experience:</b>	Ms. Blanton has served as the Company's Chief Accounting Officer since 2021; previously she served as the Company's Vice President and Global Controller from April 2020. Before joining the Company, Ms. Blanton was Senior Vice President of Accounting at FabFitFun, Inc., from September 2019 to March 2020, and before FabFitFun she was the Vice President and Corporate Controller at Crocs, Inc. from September 2016 to September 2019. Ms. Blanton served as the Vice President and Global Corporate Controller at Quiksilver, Inc., from February 2014 to August 2016. Prior to her tenure at Quiksilver, she held various leadership and finance positions at other public companies. She began her career in public accounting at Arthur Young and Company (which merged with Ernst & Whinney in 1989 to create Ernst & Young LLP), from 1984 to 1989. Ms. Blanton is a California Certified Public Accountant and holds a Bachelor of Business Administration degree in accounting from the University of Michigan.

**Brian Copple**

<b>Age:</b>	63
<b>Principal Occupation</b>	General Counsel and Secretary
<b>Experience:</b>	Mr. Copple has served as the Company's General Counsel since 2018. From July 2013 to July 2018, Mr. Copple was General Counsel for The Rubicon Project, Inc., now called Magnite, a publicly-traded company that automates the purchase and sale of digital media advertising. Previously, Mr. Copple served as General Counsel for Eclipsys Corporation, a publicly-traded enterprise provider of electronic medical record software and related services for hospitals, and for Exult, Inc. a publicly-traded provider of human resources business process outsourcing and related finance and administration services to Global 500 companies. Mr. Copple started his career with Gibson, Dunn & Crutcher LLP, where he practiced for eleven years, including three years as a partner, and where he had a broad transactional and corporate practice, representing public and private companies in various industries. Mr. Copple earned his JD and MBA degrees at UCLA, and his undergraduate degree from Stanford University.

**Julie Romero**

<b>Age:</b>	49
<b>Principal Occupation</b>	Chief Human Resources Officer
<b>Experience:</b>	Ms. Romero has served as the Company's Chief Human Resources Officer since 2022 and is responsible for leading the global Human Resources function, including supporting business transformation and modernization. Prior to joining the Company, Ms. Romero served as Global Succession & Development lead at WPP from 2019 to 2022. She also made an impact at Navigant between 2015 and 2019, where she led Human Capital for their Healthcare segment; Accenture, where she worked in human resources as a global Talent Strategist; Accenture Consulting as a Talent & Organization Performance Manager; and at Disney as an Organization Development internal consultant. Ms. Romero holds a Master's Degree in Organization Development from Bowling Green State University and a Bachelor of Arts degree in Psychology from Ohio University.

**Jim Daxner**

<b>Age:</b>	57
<b>Principal Occupation</b>	EVP, Global Head of Product
<b>Experience:</b>	Mr. Daxner has served as the Company's Executive Vice President, Global Head of Product since 2023, with responsibility for driving revenue and providing strategic vision for the organization around HireRight eCommerce solutions and data acquisition partnerships. He joined HireRight's predecessor GIS in 2018 as Chief Product Officer and has also served HireRight as Chief Digital Officer from 2020 to 2024. Prior to HireRight, Mr. Daxner served as Senior Sales Vice President, Americas at Survey Sampling International from 2015 to 2017. There, Mr. Daxner led the \$285 million Americas sales team and oversaw business development, sales and account management for 3,500+ clients. Prior to that role, Mr. Daxner was the executive vice president of membership at Affinion, where he held a variety of leadership positions including senior vice president of sales and account management, and vice president of credit card marketing, and held full responsibility for sales, account management, product and marketing in North America and Canada. Mr. Daxner graduated summa cum laude from DeVry University with a Bachelor of Science in business management.

**Mary O'Loughlin**

<b>Age:</b>	51
<b>Principal Occupation</b>	EVP Americas
<b>Experience:</b>	Ms. O'Loughlin has served as the Company's Executive Vice President, Americas since 2023. Ms. O'Loughlin has broad experience in the healthcare and background screening industries and, since joining HireRight in 2009, has also led the Strategic Alliances and Product Management teams. Ms. O'Loughlin's focus has always been on improving the candidate experience and, under her leadership, HireRight has won numerous awards for its unparalleled candidate experience. Ms. O'Loughlin has also expanded the depth and breadth of HireRight's Applicant Tracking System integrations. Previously, Ms. O'Loughlin spent over 10 years in the healthcare industry in a variety of companies and roles ranging from Vice President at UnitedHealth Group to the co-founder of a Webby Award-winning healthcare start-up. While at UnitedHealth Group, she launched the Secure Horizons partnership with Wal-Mart and was Chief of Staff for the AARP relationship. Ms. O'Loughlin holds a Master of Business Administration degree from the Wharton School, University of Pennsylvania, and a bachelor's degree from Bowdoin College.

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**Mike Ensor**

<b>Age:</b>	45
<b>Principal Occupation</b>	SVP, Global Head of Operations
<b>Experience:</b>	Mr. Ensor has served as the Company's Senior Vice President, Global Head of Operations since 2023. In this role, Mr. Ensor has the ultimate responsibility for building and driving the organization's operational functions to meet customer requirements, while implementing continuous improvement processes to encourage sustainable growth and scalability. Mr. Ensor joined HireRight in 2020, originally overseeing operational activities for the Americas with concerted efforts on aligning organizational structure and future global footprint. Before HireRight, Mr. Ensor had a 20+ year career spanning various operational leadership roles in both the background screening and medical device industries, at organizations including Sterling Check, Scott Fetzer Co. and St. Jude Medical. Mike earned a Bachelor of Science in Biomedical Engineering from Tulane University and an MBA from the Coles College of Business at Kennesaw State University.

**Family Relationships and Arrangements**

There are no family relationships between any director, executive officer, or person nominated or chosen to be a director or officer and, to the best of our knowledge, none of our directors or executive officers has, during the past ten years, been involved in any legal proceedings which are required to be disclosed pursuant to the rules and regulations of the SEC, except as stated above. In connection with our Initial Public Offering in 2021, the Company entered into a Stockholders Agreement which gave investment funds managed by each of General Atlantic and Stone Point Capital (together, "**Principal Stockholders**") the right to designate nominees for election to the Board of Directors until such time as any Principal Stockholder, directly or indirectly, ceased to beneficially own at least 10% of the Company's Common Stock then outstanding. The Principal Shareholders each beneficially own more than 10% of the Common Stock of the Company. As a result, Josh Feldman and Rene Kern are nominee directors of General Atlantic, and Jim Matthews and Jim Carey are nominee directors of Stone Point. Other than the foregoing, there are no arrangements or understandings between a director and any other person pursuant to which such person was elected as director.

**Section 16(a) Reports**

Section 16(a) of the Exchange Act requires our directors, executive officers and greater than 10% stockholders to file reports of holdings and transactions in our shares with the SEC. For the fiscal year ended December 31, 2023, to our knowledge and based solely on a review of copies of reports furnished to us, or written representations, we believe that the applicable reporting requirements of Section 16(a) have been satisfied.

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## Corporate Governance

### *Controlled Company*

The Company's Common Stock is listed on the New York Stock Exchange ("NYSE"). Because the Principal Stockholders control more than 50% of our combined voting power, the Company is considered a "controlled company" for the purposes of NYSE's rules and corporate governance standards. As a "controlled company," the Company is exempt from certain corporate governance requirements, including (1) those that would otherwise require the Board of Directors to have a majority of "independent directors" as such term is defined by applicable NYSE rules, (2) those that would require that the Company establish a compensation committee composed entirely of "independent directors" with a written charter addressing the committee's purpose and responsibilities and (3) those that would require that the Company have a nominating and governance committee consisting entirely of "independent directors" with a written charter addressing the committee's purpose and responsibilities. Although we are not currently relying and do not currently intend to rely upon these exemptions, we may decide to rely upon any or all of these exemptions in the future as long as the Company remains a controlled company.

### *Board of Directors Leadership Structure and Board of Directors' Role in Risk Oversight*

The Board of Directors has an oversight role, as a whole and at the committee level, in overseeing management of the Company's risks. The Board of Directors regularly reviews information regarding the Company's credit, liquidity and operations, as well as the risks associated with each. The Compensation Committee is responsible for overseeing the management of risks relating to employee compensation plans and arrangements and the Nominating and Governance Committee oversees risks associated with the Company's governance. The Privacy and Cybersecurity Committee oversees the management of information security and certain operational compliance risks, including those related to the Company's operation as a consumer reporting agency. The Audit Committee provides general oversight for the Company's enterprise risk management framework and the Company's policies on risk assessment and risk management and oversees the management of financial risks. While each committee is responsible for evaluating certain risks and overseeing the management of such risks, the entire Board of Directors will be regularly informed through committee reports about such risks.

The Chair of the Board of Directors and our Chief Executive Officer are currently separate. The Board of Directors does not currently have a policy as to whether the role of Chair of the Board of Directors and the Chief Executive Officer should be separate. The Board of Directors believes that the Company and its stockholders are best served by maintaining the flexibility to determine whether the Chair and Chief Executive Officer positions should be separated or combined at a given point in time in order to provide appropriate leadership for the Company at that time. Pursuant to the Company's Governance Guidelines, if the Chair is not an independent director and the Company ceases to be a controlled entity, the Board shall appoint a Lead Independent Director who must be independent.

The Board of Directors understands that no single approach to board leadership is universally accepted and that the appropriate leadership structure may vary based on several factors, such as a company's size, industry, operations, history and culture. Accordingly, the Board of Directors, with the assistance of the Nominating and Governance Committee, determines its leadership structure as deemed appropriate in light of these factors and the current environment.

### *Board and Committee Meetings*

Following the announcement on November 17, 2023 by the Principal Stockholders of their intention to work together to explore a potential strategic transaction between the Principal Stockholders and the Company, the four members of the Board who are affiliated with the Principal Stockholders ("**Sponsor-Affiliated Directors**") were recused from subsequent Board meetings in order to avoid potential influence over the Board process related to the Proposed Transaction by these four members of the Board. In fiscal 2023, excluding Board meetings from which the Sponsor-Affiliated Directors were recused, the Board of Directors held three Board meetings and 23 Committee meetings. Each of our directors other than Sponsor-Affiliated Directors attended over 75% of the aggregate of the total number of meetings of the Board of Directors and the total number of meetings of all committees of the Board on which the director served, and each Sponsor-Affiliated Director attended over 75% of the aggregate number of meetings of the Board of Directors from which the director was not recused and the total number of meetings held by all committees of the Board on which the director served. For more information about the Proposed Transaction see CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE - Take-Private Merger Agreement.

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The Board of Directors has four committees:

- Audit;
- Compensation;
- Nominating and Governance; and
- Privacy and Cybersecurity

The Audit, Compensation, Nominating and Governance, and Privacy and Cybersecurity committees operate under written charters which are available at the Company's website at <https://ir.hireright.com/corporate-governance/governance-documents>. Committee charters are also available in print upon the written request of any stockholder. The current committee membership of our Board of Directors is as set forth below.

Director	Audit Committee	Compensation Committee	Nominating and Governance Committee	Privacy and Cybersecurity Committee
Guy Abramo				
Venkat Bhamidipati	X			
James Carey			X	
Mark Dzialga	X			
Josh Feldman		X		X
Rene Kern		X	X	
Larry Kutscher, Chair			C	
James LaPlaine				C
James Matthews		C		X
Jill Smart		X		
Lisa Troe	C			X

C = Chair

#### *Audit Committee*

The Audit Committee held a total of eight meetings in 2023. Our Audit Committee consists of Lisa Troe, as chair, Venkat Bhamidipati, and Mark Dzialga. The Board of Directors has determined that each member of the Audit Committee meets the independence requirements of Rule 10A-3 under the Exchange Act and the applicable listing standards of the NYSE and that each member of the Audit Committee is an "audit committee financial expert" as defined in Item 407(d)(5)(ii) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"). The designation of "audit committee financial expert" does not impose any duties, obligations or liabilities that are greater than are generally imposed on non-expert members of our Audit Committee and the Board of Directors.

Our Audit Committee's principal responsibilities include:

- appointing, approving the compensation of, and assessing the qualifications, performance and independence of our independent registered public accounting firm;
- pre-approving audit and permissible non-audit services, and the terms of such services, to be provided by our independent registered public accounting firm;
- reviewing our policies on risk assessment and risk management;
- reviewing and discussing with management our annual audited and quarterly unaudited financial statements and related disclosures as well as critical accounting policies and practices used by us;
- reviewing the adequacy of our internal control over financial reporting and our internal audit function;
- establishing policies and procedures for the receipt and retention of accounting-related complaints and concerns;
- recommending to the Board of Directors whether our audited financial statements shall be included in our Annual Report on Form 10-K;
- overseeing and discussing with management the implementation, compliance and effectiveness of the Company's compliance and ethics programs;
- reviewing the Company's enterprise risk management framework;
- overseeing the Company's procedures to handle whistleblower complaints;
- preparing the Audit Committee report required by the rules of the SEC to be included in our annual proxy statement;
- reviewing all related party transactions for potential conflict of interest situations and approving all such transactions (other than if a Special Committee is appointed to review the related party transaction);
- reviewing and discussing with management our earnings releases and scripts generally; and
- annually reviewing and reassessing the adequacy of the committee charter in its compliance with the listing requirements of the New York Stock Exchange.

#### ***Compensation Committee***

The Compensation Committee held seven meetings in 2023. Our Compensation Committee consists of James Matthews, as chair, Josh Feldman, Rene Kern and Jill Smart. The principal responsibilities of the Compensation Committee include:

- overseeing the Company's overall compensation philosophy policies and programs;
  - periodically reviewing and approving corporate goals and objectives relevant to the compensation of our chief executive officer and other senior management personnel, as appropriate;
  - evaluating the performance of our chief executive officer in light of such corporate goals and objectives and determining and approving the compensation of our chief executive officer and other senior management personnel, as appropriate;
  - approving any employment and severance arrangements for the chief executive officer and other senior management personnel as the Board of Directors or the Compensation Committee may determine from time to time;
  - reviewing and discussing with management the compensation discussion and analysis to be included in our annual proxy statement or Annual Report on Form 10-K;
  - overseeing and administering our compensation, benefit and similar plans;
  - overseeing and discussing with management the Company's organization design and workforce development programs;
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- appointing, compensating and overseeing the work of any compensation consultant, legal counsel or other advisor retained by the Compensation Committee;
- conducting the independence assessment outlined in rules with respect to any compensation consultant, legal counsel or other advisor retained by the Compensation Committee; and
- annually reviewing and reassessing the adequacy of the committee charter in its compliance with the listing requirements of the New York Stock Exchange.

***Nominating and Governance Committee***

The Nominating and Governance Committee held four meetings in 2023. Our Nominating and Governance Committee consists of Larry Kutscher, as chair, James Carey, and Rene Kern. The principal responsibilities of the Nominating and Governance Committee include:

- developing and recommending to the Board of Directors criteria for board and committee membership;
- identifying and recommending to the Board of Directors the persons to be nominated for election as directors and to each of the Board of Directors' committees;
- reviewing director independence and any conflicts of interest;
- overseeing and reviewing annually the adequacy of the Company's corporate policies and guidelines regarding corporate governance, corporation communications, insider trading, stockholder communications, political activities, participation in trade organizations, outside board service by employees and compliance therewith;
- overseeing management succession planning;
- overseeing the Company's policies and practice on corporate social responsibility, environmental matters;
- reviewing and recommending to the Board of Directors the functions, duties and compositions of the committees of the Board of Directors;
- reviewing and recommending Board of Directors process matters;
- developing orientation programs for new director and continuing education programs;
- reviewing and discussing with management, as appropriate, the Company's disclosure relating to the above matters; and
- annually reviewing and reassessing the adequacy of the committee charter in its compliance with the listing requirements of the New York Stock Exchange.

***Privacy and Cybersecurity Committee***

The Privacy and Cybersecurity Committee held four meetings in 2023. The Privacy and Cybersecurity Committee consists of James LaPlaine, as chair, Josh Feldman, James Matthews and Lisa Troe. The Privacy and Cybersecurity Committee's responsibilities are as follows:

- overseeing the Company's compliance with global data privacy and security laws applicable to the data the Company receives and uses;
  - reviewing the Company's policies and controls for identifying, assessing and mitigating information and cybersecurity risks;
  - reviewing and discussing with management the Company's policies and plans related to disaster recovery, business continuity and cybersecurity insurance policies;
  - overseeing and reviewing management's response to material cybersecurity and privacy incidents or breaches;
  - overseeing and reviewing management's response to material cybersecurity and privacy incidents or breaches;
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- reviewing and discussing with management the Company's plans for adoption and application of industry standards related to cybersecurity and privacy; and
- annually reviewing and reassessing the adequacy of the committee charter.

#### ***Compensation Committee Interlocks and Insider Participation***

During fiscal year 2023, the members of the Compensation Committee included Mr. Feldman, Mr. Kern, Mr. Matthews, and Ms. Smart none of whom was an officer or employee of the Company. Ms. Smart joined the Compensation Committee in February 2022 and Mr. Kern joined the Compensation Committee in August 2022. Josh Feldman joined the Compensation Committee in April 2023.

None of our executive officers currently serves, or in the past fiscal year has served, as a member of a board of directors or as a member of a compensation or similar committee of any entity that has one or more executive officers who also served on the Company's Board of Directors or Compensation Committee. Except as described in the section entitled "Certain Relationships and Related Person Transactions" below, none of the members of the Compensation Committee had or has any relationships with the Company that are required to be disclosed under Item 404 of Regulation S-K.

#### ***Identifying and Evaluating Candidates for the Board of Directors***

The Nominating and Governance Committee is responsible for oversight of the composition of the Board of Directors and the recommendation of director candidates to the full Board, to be appointed by the Board of Directors or nominated by the Board of Directors for election by the Company's stockholders, as the case may be. The Nominating and Governance Committee may rely upon personal contacts and professional search firms as well as stockholder recommendations to identify appropriate candidates for service on the Board of Directors. Candidates are evaluated through personal interviews with members of the Board and management as well as personal and professional reference checks.

Subject to contractual nomination rights of the Company's stockholders as set forth in the Company's Stockholders Agreement, all nominees for directorship will be evaluated by the Nominating and Governance Committee or the Board of Directors in accordance with the following criteria and any other criteria that may be identified by the Board of Directors or a Board Committee, if appropriate, and in accordance with the procedures set forth in the Nominating and Governance Committee's charter.

*Background.* The Board seeks members whose professional and personal backgrounds and experience contribute meaningfully to a diverse and robust aggregated set of skills and perspectives across the Board. The Board uses self-assessment processes and the Board Composition Matrix reproduced below to help evaluate the effectiveness of Board recruitment in meeting these objectives.

*Simultaneous Service.* The Board recognizes the benefit of having members with experience serving on the boards of other companies, as well as the importance of all members dedicating sufficient time to their service on the Company's Board. The Board's view is that the appropriate number of directorships varies depending upon each individual's personal situation, the demands of the various boards, and other circumstances. Therefore, the Board evaluates these matters and establishes limits as appropriate on a case-by-case basis for each individual director or candidate, and before appointing or endorsing a new director, the Board must conclude that such person's other time commitments will not interfere with effective service as a director of the Company. In general, subject to exceptions as determined by the Board with the recommendation of the Nominating and Governance Committee:

- No director should serve on more than three other public company boards.
  - No director who is the Chief Executive Officer of another public company should serve on more than one other public company board, aside from the board of his/her own company.
  - Before accepting a position on another public company board or audit committee, a director must notify the Nominating and Governance Committee, which will consider whether the acceptance of that position would compromise the director's ability to perform in accordance with his or her responsibilities as a director of the Company.
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*Financial Literacy.* Directors should know how to read and understand fundamental financial statements and how to use them in evaluating the financial performance of the Company.

*Character.* Directors should possess all of the following personal characteristics:

- *Integrity:* Directors should demonstrate high ethical standards and integrity in their personal and professional dealings;
- *Experience:* Directors should have broad training and experience at the policy-making or strategic level, and expertise that is useful to the Company and complementary to the background and experience of other Board members, so that a useful balance of members on the Board can be achieved and maintained;
- *Judgment:* Directors should possess the ability to provide wise and thoughtful counsel on a broad range of issues; and
- *High Performance Standards:* Directors should have a history of achievements which reflects high standards for themselves and others.

*Stockholder Recommendations.* Stockholders may recommend director candidates for consideration by the Nominating and Governance Committee. To have a candidate considered by the Nominating and Governance Committee, a stockholder must submit the recommendation in writing and must include the following information:

- The name and address of the stockholder, as they appear on the Company's books and records, and evidence of the stockholder's ownership of Company stock, including the class or series and number of shares owned and the length of time of ownership;
- A description of all arrangements or understandings between the stockholder and each candidate pursuant to which the nomination is being made;
- The name of the candidate, the candidate's resume or a listing of his or her qualifications to be a director of the Company and the person's consent to be named as a director if nominated by the Board of Directors; and
- Such other information regarding each proposed candidate required under the bylaws of the Company and as would be required to be included in a proxy statement under the rules of the SEC if such candidate had been nominated by the Board of Directors.

#### ***Board Composition Matrix***

The Board understands the importance of maintaining a membership with a variety of skills, experience and perspectives that creates an effective forum to provide oversight and strategic counsel to the Company's management. The following matrix summarizes areas of knowledge, experience, and attributes as self-reported by the members of the Board as well as each member's tenure and independence classification. Although not required, the Board and management believe that including the matrix will enhance investors' understanding of the Company's board composition. The matrix is not intended to be an exhaustive list of all skills and experiences of the Board members but is intended to illustrate the diversity and depth of the collective experiences and skills of our Board.

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	Abramo	Carey	Dzialga	Feldman	Kern	LaPlaine	Matthews	Smart	Troe	Kutscher	Bhamidipati
<b>Skills, Experience, and Attributes</b>											
<b>Industry Experience</b>											
Background Screening	x							x			
Recruiting/Staffing								x			
Credit Bureau	x									x	
HR Services			x					x			
Technology	x			x	x	x		x	x		x
Technology Enabled Services	x	x	x		x	x	x	x	x	x	x
Consumer	x	x	x		x					x	x
Academia								x			
<b>Business Experience and Skills</b>											
C-Suite Executive	x					x		x		x	x
Public Company Board	x	x	x		x		x	x	x	x	x
International	x	x	x		x	x		x			
Business Operations	x							x		x	x
Strategic Planning	x		x		x		x	x	x	x	x
Governmental/Regulatory	x							x	x		
Human Capital/Personnel Management						x		x			
Legal		x									
Corporate Governance, Compliance, Ethics		x					x	x	x		

Investor Relations Experience	x		x		x		x	x	x	x	x
Risk Management	x	x					x		x		x
Marketing	x					x		x		x	
Financial Literacy	x	x	x	x	x		x	x	x	x	x
Financial Accounting (e.g. Audit Cte Fin Expert)					x		x		x	x	x
M&A		x	x	x	x	x	x			x	
Capital Markets		x	x	x	x		x				
<b>Demographics</b>											
Asian (other than Indian/South Asian)											
Black/African American											
Hispanic/Latin American											
Indian/South Asian											x
Middle Eastern/North African											
Native American/Alaskan Native											
Native Hawaiian/Other Pacific Islander											
White/Caucasian	x	x	x	x	x	x	x	x	x	x	
Male	x	x	x	x	x	x	x			x	x
Female								x	x		
Non-binary											
Independence <sup>3</sup>		x	x	x	x	x	x	x	x	x	x
Tenure (in years)	6	6	6	4	2	3	6	6	3	1	1

***Code of Business Conduct and Ethics and Corporate Governance Guidelines***

The Board of Directors has adopted a Code of Business Conduct and Ethics that applies to all of the Company's directors, officers and employees and is intended to comply with the relevant listing requirements for a code of business conduct as well as qualify as a "code of ethics" as defined by the rules of the SEC. The Code of Business Conduct and Ethics contains general guidelines for conducting the Company's business consistent with the highest standards of business ethics. The Company intends to disclose future amendments to certain provisions of its Code of Business Conduct and Ethics, or waivers of such provisions applicable to any principal executive officer, principal financial officer, principal accounting officer and controller, or persons performing similar functions, and its directors. The current Code of Business Conduct and Ethics and any amendments are available on our website at <https://ir.hireright.com/corporate-governance/governance-documents>.

The Board of Directors has also adopted Corporate Governance Guidelines that address significant issues of corporate governance and set forth procedures by which the Company's officers and Board of Directors carry out their respective responsibilities. These guidelines are available for viewing on the Company's website at <https://ir.hireright.com/corporate-governance/governance-documents>. The Company will also provide the Corporate Governance Guidelines, free of charge, to stockholders who request them. Such requests should be directed to the Office of the Corporate Secretary, at HireRight Holdings Corporation, 100 Centerview Drive, Suite 300, Nashville, TN 37214.

***Insider Policy and Policy on Hedging Transactions***

The Board has adopted an Insider Trading Policy that, among other things, prohibits directors, officers and employees of the Company, and their designees, from purchasing any financial instruments (including prepaid variable forward contracts, equity swaps, collars and exchange funds) or otherwise engaging in transactions that are designed to or have the effect of hedging or offsetting any decrease in the market value of the Company's equity securities, whether they are (1) granted by the Company as part of compensation; or (2) otherwise held, directly or indirectly. The policy also prohibits purchasing securities of the Company on margin or pledge, or otherwise granting a security interest in, securities of the Company; selling Company securities short (i.e., selling stock not owned and borrowing the shares to make delivery); buying or selling puts, calls, options or other derivatives in respect of securities of the Company.

***Executive Sessions of Non-Management Directors***

The non-management directors of the Company meet in executive sessions without management on a regular basis.

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**Principal Stockholder Approval of Certain Matters**

As long as funds managed by General Atlantic and Stone Point beneficially own a majority of the Company’s outstanding Common Stock, General Atlantic and Stone Point will be able to control all matters requiring stockholder approval, including the election of directors, amendment of our certificate of incorporation, and certain corporate transactions. See “Certain Relationships and Related Transactions.”

**Communications with the Board of Directors**

Stockholders and other interested parties desiring to communicate directly with the full Board of Directors, the Audit Committee, the non-management directors as a group or with any individual director or directors may do so by sending such communication in writing, addressed to the attention of the intended recipient(s), HireRight Holdings Corporation, c/o Mr. Brian Copple, Secretary, 100 Centerview Drive, Suite 300, Nashville, TN 37214. Interested parties may communicate anonymously and/or confidentially if they desire. All communications received that relate to accounting, internal accounting controls or auditing matters will be referred to the chairman of the Audit Committee unless the communication is otherwise addressed. All other communications received will be forwarded to the appropriate director or directors.

**ITEM 11. EXECUTIVE COMPENSATION**

**Introduction**

This section provides an overview of our executive compensation program, including a narrative description of the material factors necessary to understand the information disclosed in the Summary Compensation Table below. For fiscal year 2023, our named executive officers are:

- Guy Abramo, our President and Chief Executive Officer
- Thomas Spaeth, our Chief Financial Officer
- Brian Copple, our General Counsel and Secretary

The compensation program for our named executive officers consists principally of the following elements: base salary; performance-based cash bonus; and equity-based incentive compensation. We also provide general employee benefits, as well as severance benefits.

**Summary Compensation Table**

The following table shows the compensation earned by our named executive officers for the fiscal years ended December 31, 2023, and 2022.

<b>Name and Principal Position</b>	<b>Year</b>	<b>Salary(\$)</b>	<b>Stock Awards(\$)(1)</b>	<b>Option Awards(\$)(2)</b>	<b>Non-Equity Incentive Plan Compensation(\$)(3)</b>	<b>All Other Compensation(\$)(4)</b>	<b>Total (\$)</b>
Guy Abramo <i>President &amp; Chief Executive Officer</i>	2023	700,000	9,077,000	—	700,000	57,502	10,534,502
	2022	615,769	3,885,000	1,749,999	678,332	55,301	6,984,401
Thomas Spaeth <i>Chief Financial Officer</i>	2023	475,000	4,200,000	—	285,000	13,200	4,973,200
	2022	475,000	1,664,987	749,996	313,500	12,200	3,215,683
Brian Copple <i>General Counsel &amp; Secretary</i>	2023	390,000	2,775,000	—	234,000	13,200	3,412,200
	2022	390,000	1,387,489	624,997	258,000	12,200	2,672,686

- (1) Represents the aggregate grant date fair value of performance and service-based restricted stock units (“RSUs”) granted in 2023 and 2022 under our 2021 Omnibus Equity Incentive Plan (the “**Omnibus Incentive Plan**”) computed in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 718, Compensation—Stock Compensation. Assumptions used in calculating these amounts are described in Note 20 of our audited financial statements for the fiscal year ended December 31, 2023, included in our fiscal 2023 Annual Report on Form 10-K. The 2023 value shown for each of the named executive officers relates to annual equity compensation awards and special long-term retention equity awards. Half of the Dollar-denominated value of the annual awards was granted as service-based RSUs vesting annually over four years, and the other half of the Dollar-denominated value of the annual awards was granted as performance-based restricted stock units (“PSUs”) vesting based upon attainment of target levels of total stockholder return (“TSR”) as of the third-anniversary of the grant date. The special long-term retention awards were granted as PSUs that (i) qualified for vesting based 50% upon attainment of 2023 target levels of in-year adjusted earnings before interest, taxes, depreciation and amortization (“AEBITDA”) and 50% upon attainment of target levels of run-rate AEBITDA giving effect to margin-improvement initiatives implemented in 2023 but not yet fully reflected in actual in-year AEBITDA results; and (ii) as to the PSUs that qualified for vesting, actually vest in equal 50% installments on the first and second anniversaries of the qualification determination date, subject to continued service. The special long-term retention awards qualified with respect to 97.25% of the underlying shares, which are now subject to service-based vesting as described above. The entire 2022 values shown for Messrs. Abramo, Spaeth and Copple relate to PSUs that would have qualified for service-based vesting 50% in March 2024 and 50% March 2025 based upon attainment of specified levels of 2022 AEBITDA. The minimum threshold level of 2022 AEBITDA required for these performance stock awards to qualify for vesting was not attained, and accordingly these performance stock units lapsed in their entirety and were canceled with no vesting.
- (2) Represents the aggregate grant date fair value of performance and service-based stock options granted in 2022 computed in accordance with FASB ASC Topic 718. Assumptions used in calculating these amounts are described in Note 19 of our audited financial statements for the fiscal year ended December 31, 2022, included in our fiscal 2022 Annual Report on Form 10-K. The 2022 values shown for Messrs. Abramo, Spaeth and Copple relate to options that would have qualified for service-based vesting 50% in March 2024 and 50% March 2025 based upon attainment of specified levels of 2022 AEBITDA. The minimum threshold level of 2022 AEBITDA required for these performance stock option awards to qualify for vesting was not attained, and accordingly these performance stock options lapsed in their entirety and were canceled with no vesting. There were no options granted to the named executive officers for fiscal year 2023.
- (3) Represents the cash incentive payments earned by the named executive officers under our 2023 Annual Incentive Plan. For additional information please see the section entitled “**Non-Equity Incentive Plan Performance and Payments.**”
- (4) Amounts set forth in the “All Other Compensation” column for 2023 reflect the amounts shown in the table below.

	<b>401(k) Matching Contributions(\$)</b>	<b>Housing Allowance(\$)</b>	<b>Car Allowance(\$)</b>	<b>Total (\$)</b>
Guy Abramo	13,200	24,052	20,250	57,502
Thomas Spaeth	13,200	—	—	13,200
Brian Copple	13,200	—	—	13,200

## Employment Agreements with our Named Executive Officers

We have employment agreements with our named executive officers, the material terms of which are as follows:

- *Term.* The term of each employment agreement began on October 28, 2021 and will end on the earliest of (a) the executive's death or termination by the Company due to "disability," (b) termination by the Company for or without "cause" or (c) resignation by the executive for or without "good reason" (as such terms are defined in each employment agreement).
  - *Location.* The named executive officer is based at our principal office in Nashville, Tennessee or any mutually agreed location.
  - *Reporting.* Mr. Abramo's duties and responsibility are determined and assigned to Mr. Abramo by our Board of Directors. The other named executive officers report directly to Mr. Abramo.
  - *Compensation.* The agreements provide for base salaries and target annual bonuses as follows: Mr. Abramo's agreement provides for a base salary of \$700,000 and a target annual bonus equal to 100% of his base salary; Mr. Spaeth's agreement provides for a base salary of \$475,000 and a target annual bonus of 60% of base salary; and Mr. Copple's agreement provides for a base salary of \$390,000 and a target annual bonus of 60% of base salary. For each executive, the actual amount of the annual bonus will be determined based on achievement of Company and/or individual performance criteria, subject to the executive's employment through the date of payment.
  - *Restrictive Covenants.* Each employment agreement also includes covenants relating to non-competition and non-solicitation of employees and customers (which apply for one year after termination of employment), perpetual confidentiality and assignment of intellectual property. The restrictive covenants expire on the date of a "change in control termination" (see definition below under "Potential Payments Upon Termination of Employment or Change in Control").
  - *Benefit Participation.* Our named executive officers are entitled to participate in all of the employee benefit and fringe benefit plans and arrangements that are generally available to senior executives of the Company and receive reimbursement for reasonable business-related expenses.
  - *Severance Benefits.* Each employment agreement provides for severance benefits if the executive officer's employment ceases as a result of termination by the Company without cause or resignation by the executive officer for good reason. See "**Potential Payments Upon Termination of Employment or Change in Control**" below.
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## Base Salary and Target Non-equity Incentive Compensation

We pay base salaries to attract, recruit and retain qualified employees. The base salaries received by our named executive officers in 2023 are shown in the “Salary” column of the Summary Compensation Table above. In addition to base salary, each of our named executive officers was eligible to earn non-equity incentive compensation (i.e. a cash bonus) for 2023 under our Annual Incentive Plan in a target amount equal to a percentage of the executive’s base salary for the year. These target amounts were 100% for Mr. Abramo, 60% for Mr. Spaeth, and 60% for Mr. Copple. Base salaries and target non-equity incentive compensation for our named executive officers are set by the Compensation Committee by reference to similar amounts paid by a group of publicly-traded peer companies assembled with the advice of the Compensation Committee’s independent compensation consultant for benchmarking purposes. Our Compensation Committee increased base salaries for our named executive officers as follows effective as of April 1, 2024: \$721,000 for Mr. Abramo, \$489,000 for Mr. Spaeth, and \$402,000 for Mr. Copple. Target percentages for non-equity incentive compensation did not change. Current total cash compensation, comprising base salary and target non-equity incentive compensation is consistent with the median range for the peer group.

## Non-Equity Incentive Plan Performance and Payments

Funding for 2023 non-equity incentive compensation for the named executive officers and other management-level participants in the Company’s 2023 Annual Incentive Plan was based 70% on financial performance metrics and 30% on individual or strategic measures and board discretion. The financial metrics portion was based 50% upon attainment of 2023 target levels of in-year adjusted earnings before interest, taxes, depreciation and amortization (“**AEBITDA**”), and 50% upon attainment of target levels of run-rate adjusted AEBITDA giving effect to margin-improvement initiatives implemented in 2023 but not yet fully reflected in actual AEBITDA results. The portion based upon in-year AEBITDA provided for plan funding at 50% of the aggregate target of incentive payments for all participants in the plan if the Company had 2023 in-year AEBITDA at a minimum threshold of \$175,000,000 after bonus expense, 100% of target if the Company had 2023 in-year AEBITDA at a target level of \$180,000,000 after bonus expense, and 175% of target if the Company had 2023 in-year AEBITDA at a maximum threshold of \$200,000,000 before bonus expense. The portion based upon run-rate AEBITDA provided for plan funding at 50% of the aggregate target of incentive payments for all participants in the plan if the Company had 2023 run-rate AEBITDA at a minimum threshold of \$185,000,000 after bonus expense, 100% of target if the Company had 2023 run-rate AEBITDA at a target level of \$195,000,000 after bonus expense, and 175% of target if the Company had 2023 run-rate AEBITDA at a maximum threshold of \$210,000,000 before bonus expense. In each case funding between threshold and target levels was determined using straight-line interpolation. The plan did not provide for funding at in-year or run-rate AEBITDA below the applicable minimum threshold, and the plan did not provide for funding in excess of 175% of target even if in-year or run-rate AEBITDA exceeded the applicable maximum threshold.

The bonus funding is an aggregate pool for all participants. The actual bonus paid to each participant could be lower or higher (up to 175% of the participant’s target amount) based on the participant’s individual performance. Actual AEBITDA achievement for 2023 was \$180,358,000 after bonus expense, resulting in bonus funding at 100% of the aggregate target amount for all participants in the Annual Incentive Plan. Based on this achieved funding and individual performance, the Compensation Committee authorized payment of non-equity incentive compensation for 2023 for each of our named executive officers in an amount equal to 100% of the executive’s target amount. The amounts of these payments are shown in the “Non-Equity Incentive Plan Compensation” column of the Summary Compensation Table above.

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## Equity Incentive Compensation

We provide equity-based incentive compensation to our named executive officers because it links our long-term results achieved for our stockholders and the rewards provided to named executive officers, thereby ensuring that the officers have a continuing stake in our long-term success.

### *Pre-IPO Equity Awards*

Before the Company's initial public offering on October 28, 2021, equity awards were issued pursuant to the HireRight GIS Group Holdings LLC Equity Incentive Plan (the "**EIP**") in the form of options to purchase units in the Company's predecessor HireRight GIS Group Holdings LLC ("**HGGH**"). In connection with the initial public offering, the Company implemented its Omnibus Incentive Plan. Beginning October 28, 2021, all equity awards have been made only under the Omnibus Plan; the EIP continues only for purposes of governing awards made before the initial public offering and still outstanding.

In 2018, each of our named executive officers received an option to purchase units of HGGH under the EIP, with 50% of each option vesting over four years based on continued service, and the remaining 50% vesting based on achievement by the Company's private equity investors of specified cash returns on their investment in the Company (the multiple of invested capital or "**MOIC Options**"). Mr. Abramo also received an additional MOIC Option that was to vest 100% based on achievement of the specified cash return goals. These 2018 option awards were the only equity awards made to the named executive officers before the Company's initial public offering on October 28, 2021.

### *IPO Equity Awards*

In connection with the IPO, these awards under the EIP were converted into options to purchase shares of the Company's common stock. In March 2022 the private equity investors had sold none of their shares in the Company and none of the MOIC Options had vested. At that time, the Compensation Committee approved modifying the MOIC Options to vest based upon continued service through the end of 2024. The goal of the modification was to increase the retention value of the MOIC Options, and adding three years of service-based vesting effectively extended their vesting period to more than seven years.

Further in connection with the initial public offering, each of the named executive officers received equity awards denominated in Dollars as follows: Mr. Abramo, \$6,125,000; Mr. Spaeth, \$1,900,000; and Mr. Copple, \$1,525,000. Half of the Dollar amount for each recipient was issued in the form of options to purchase shares of our common stock, and the other half of the Dollar amount for each recipient was issued in the form of RSUs covering shares of our common stock. The actual number of options and RSUs issued to each recipient was determined by dividing the Dollar amount of such awards by their grant date fair value accounting cost, resulting in the following awards: Mr. Abramo, 161,184 RSUs and an option to purchase 524,808 shares of common stock; Mr. Spaeth, 50,000 RSUs and an option to purchase 162,797 shares of common stock; and Mr. Copple, 40,131 RSUs and an option to purchase 130,666 shares of common stock. The exercise price of the options was \$19.00 per share, equaling the initial public offering price. The options and RSUs vest over four years from the grant date based on continued service, subject to acceleration of vesting under certain circumstances including as described under "Severance Benefits" below. At termination of a recipient's employment, all options that have not vested and do not vest as part of severance benefits will terminate and all vested but unexercised options will terminate if not exercised within 90 days, provided that if, on the last day of such 90-day period, the exercise price per share of the option is less than the fair market value of a share of our common stock and trading in our common stock is prohibited under our insider-trading policy, this 90-day period will be extended until the 30th day following the expiration of such prohibition. In any event, to the extent not exercised or earlier terminated, the options will expire on the tenth anniversary of their grant date.

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### *Annual Equity Awards and Special Long-Term Equity Awards*

In March 2023 each named executive officer received two annual performance-based equity awards, and one special long-term equity award. The annual awards consisted of time-based RSUs vesting over four years subject to continued service, and performance-based PSUs vesting on the third anniversary of grant based on the achievement of certain specified levels of Total Shareholder Return ("TSR") -- a market condition related to the achievement of stock price targets of the Company's common stock. The TSR PSUs vest with respect to 75% of the underlying shares if the ending share value (based on a 30-day trailing average) is at least \$19.08, 100% of the underlying shares if the ending share value is \$21.80, and 125% of the underlying shares if the ending share value is \$24.53, vesting between those points based upon linear interpolation. The Dollar-denominated values of the annual awards were as follows, with each amount split evenly between the RSUs and the TSR PSUs: Mr. Abramo, \$3,827,000; Mr. Spaeth, \$1,200,000; and Mr. Copple, \$900,000. The number of shares underlying each award was calculated by dividing the Dollar-denominated value for the award by the accounting cost per share for the award. The AEBITDA PSUs had a grant-date fair value of \$10.90 per unit and the TSR PSUs had a grant-date fair value of \$5.67 per unit based on a Monte Carlo valuation model. These values translated to the following awards: Mr. Abramo, 337,477 shares underlying the TSR PSUs and 175,550 shares underlying the RSUs; Mr. Spaeth, 105,820 shares underlying the TSR PSUs and 55,045 shares underlying the RSUs; and Mr. Copple, 79,365 shares underlying the TSR PSUs and 41,284 shares underlying the RSUs.

The special long-term equity awards consisted of PSUs that (i) qualified for vesting based 50% upon attainment of 2023 target levels of actual in-year AEBITDA and 50% upon attainment of target levels of run-rate AEBITDA giving effect to margin-improvement initiatives implemented in 2023 but not yet fully reflected in actual in-year AEBITDA results; and (ii) as to the PSUs that qualified for vesting, actually vest in equal 50% installments on the first and second anniversaries of the qualification determination date, subject to continued service. The Dollar-denominated values of the special long-term equity awards were as follows: Mr. Abramo, \$5,250,000; Mr. Spaeth, \$3,000,000; and Mr. Copple, \$1,875,000. The number of shares underlying each award was calculated by dividing the Dollar-denominated value for the award by the accounting cost per share of \$10.90 for the award. These values translated to the following awards: Mr. Abramo, 481,651 shares; Mr. Spaeth, 275,229 shares; and Mr. Copple, 172,018 shares. The special long-term retention awards qualified with respect to 97.25% of the underlying shares based upon actual levels of in-year and run-rate AEBITDA achievement, and those qualified shares are now subject to service-based vesting as described above.

The goals of these awards were to (i) align the interests of the named executive officers with stockholders by rewarding the named executive officers for direct increases in stock price and for attainment of AEBITDA results that were expected to contribute to increased value of the Company's stock; and (ii) to provide three years of retention.

For more information about the equity awards described above, see the Outstanding Equity Awards at Fiscal Year-End 2023 table below.

#### **Retirement Benefits**

We sponsor a 401(k) plan, which is a qualified retirement plan offered to all eligible employees, including our named executive officers, and which permits eligible employees to elect to defer a portion of their compensation on a pre-tax basis. Under the 401(k) plan, we provide a company match of 100% of the first 4% of eligible compensation contributed by each employee. We do not maintain any defined benefit pension plans or any nonqualified deferred compensation plans.

#### **Employee Stock Purchase Plan**

The Company maintains an Employee Stock Purchase Plan (the "ESPP") under which participants make after-tax contributions to the ESPP during each six-month offering period, and those accumulated contributions are applied at the end of each offering period to purchase shares of the Company's common stock at an amount equal to 85% of the fair market value of a share on (i) the purchase date or (ii) the offering date, whichever amount is lower. The named executive officers are eligible to participate in the ESPP on the same terms as other employees.

#### **Employee Benefits**

Our named executive officers participate in the employee benefit programs generally available to other Company employees, including group term life insurance premium coverage of one-times salary up to \$250,000. Other than payment of housing and car allowances for Mr. Abramo, the Company does not provide special executive benefits to our named executive officers.

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## Outstanding Equity Awards at Fiscal 2023 Year End

The following table provides information about the outstanding equity awards held by our named executive officers as of December 31, 2023.

Name	Grant Date	Option Awards				Stock Awards			
		Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#) <sup>(1)</sup>	Market Value of Shares or Units of Stock That Have Not Vested (\$) <sup>(2)</sup>	Equity Incentive Plan Awards: Number of Unearned Shares That Have Not Vested (#) <sup>(3)</sup>	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares That Have Not Vested (\$) <sup>(2)</sup>
Guy Abramo	03/20/2023	—	—	—	—	175,550	2,361,148	—	—
	03/20/2023	—	—	—	—	—	—	337,477	4,539,066
	03/20/2023	—	—	—	—	—	—	468,405	6,300,047
	10/28/2021 <sup>(4)</sup>	262,404	262,404	19.00	10/28/2031	—	—	—	—
	10/28/2021	—	—	—	—	80,592	1,083,962	—	—
	12/3/2018 <sup>(5)</sup>	190,560	95,281	15.97	7/12/2028	—	—	—	—
	12/3/2018 <sup>(5)</sup>	381,121	190,561	15.97	1/15/2028	—	—	—	—
Thomas Spaeth	12/3/2018 <sup>(6)</sup>	571,683	—	15.97	1/15/2028	—	—	—	—
	03/20/2023	—	—	—	—	—	—	267,660	3,600,029
	03/20/2023	—	—	—	—	—	—	105,820	1,423,279
	03/20/2023	—	—	—	—	55,045	740,355	—	—
	10/28/2021 <sup>(4)</sup>	81,398	81,398	19.00	10/28/2031	—	—	—	—
	10/28/2021	—	—	—	—	25,000	336,250	—	—
	12/3/2018 <sup>(5)</sup>	76,224	38,112	15.97	7/12/2028	—	—	—	—
Brian Copple	12/3/2018 <sup>(6)</sup>	114,336	—	15.97	7/12/2028	—	—	—	—
	03/20/2023	—	—	—	—	—	—	167,287	2,250,010
	03/20/2023	—	—	—	—	—	—	79,365	1,067,459
	03/20/2023	—	—	—	—	41,284	555,270	—	—
	10/28/2021 <sup>(4)</sup>	65,334	65,334	19.00	10/28/2031	—	—	—	—
	10/28/2021	—	—	—	—	20,066	269,888	—	—
	12/3/2018 <sup>(5)</sup>	57,168	28,584	15.97	7/12/2028	—	—	—	—
12/3/2018 <sup>(6)</sup>	85,752	—	15.97	7/12/2028	—	—	—	—	

- (1) The restricted stock units listed in this column and granted on 10/28/21 were issued in connection with the Company's initial public offering with a four-year service-based vesting schedule. They vested with respect to 25% of the underlying shares on each of November 20, 2022 and November 20, 2023, and are scheduled to vest with respect to the remaining 50% of the underlying shares in two equal installments on November 20 of each of 2024, and 2025, subject generally to continued employment through each vesting date. The restricted stock units listed in this column and granted on 3/20/23 were issued as part of annual equity compensation and vest in four equal installments on May 20 of each of 2024, 2025, 2026 and 2027, subject generally to continued service through each vesting date.
- (2) Represents the fair market value of the shares underlying the RSU or PSUs as of December 31, 2023, based on the closing price of Common Stock, as reported on the NYSE, of \$13.45 on December 29, 2023.
- (3) The awards listed in this column in the amounts of 337,477 for Mr. Abramo, 105,820 for Mr. Spaeth, and 79,365 for Mr. Copple are annual awards in the form of PSUs that would vest based upon attainment of target levels of total stockholder return as of the third-anniversary of the grant date. The awards listed in this column in the amounts of 468,405 for Mr. Abramo, 267,660 for Mr. Spaeth, and 167,287 for Mr. Copple are long-term incentive awards that (i) qualify for vesting based 50% upon attainment of 2023 target levels of in-year AEBITDA and 50% upon attainment of target levels of run-rate AEBITDA giving effect to margin-improvement initiatives implemented in 2023 but not yet fully reflected in actual in-year AEBITDA results; and (ii) as to the PSUs that qualify for vesting, actually vest in equal 50% installments on the first and second anniversaries of the qualification determination date, subject to continued service through each vesting date. The long-term retention awards qualified with respect to 97.25% of the underlying shares, which are now subject to service-based vesting as described above.
- (4) These stock options were issued in connection with the Company's initial public offering with a four-year service-based vesting schedule. They vested with respect to 25% of the underlying shares on the first anniversary of their grant date, and are scheduled to vest with respect to the remaining 75% of the underlying shares in 12 equal quarterly installments ending on the fourth anniversary of their grant date, subject generally to continued employment through each vesting date.
- (5) These options were originally issued following the combination of HireRight and GIS to vest as a function of attainment by the Company's private equity investors of specified levels of cash-on-cash return on their investments in the Company. In March 2022 the private equity investors had sold none of their shares in the Company and none of these options had vested. At that time, the Compensation Committee approved modifying them to vest based upon continued service over the ensuing three years in 12 equal quarterly installments ending on December 31, 2024.
- (6) These are service-based options issued following the combination of HireRight and GIS. The options issued to Mr. Abramo were fully vested as of January 15, 2022, the fourth anniversary of commencement of his service as Chief Executive Officer of GIS. The options issued to Messrs. Spaeth and Copple were fully vested as of July 12, 2022, the fourth anniversary of the combination of HireRight and GIS.

## Potential Payments Upon Termination of Employment or Change in Control

### *Severance Benefits*

Mr. Abramo is eligible for severance benefits under his employment agreement, and Messrs. Spaeth and Copple are eligible for severance benefits under the U.S. Executive Severance Plan (the “**Severance Plan**”), which covers our full-time regular U.S. employees with a title of vice president or above. These severance benefits are contingent upon the executive’s execution of a release of claims in the Company’s favor and continued compliance with certain conditions.

These arrangements provide for enhanced severance benefits on a “change in control termination”—*i.e.*, termination of employment by the Company without “cause” or resignation by the executive for “good reason” during the “change in control period,” which is the period beginning three months (for Mr. Abramo) or 91 days (for Messrs. Spaeth and Copple) prior to a “change in control” (as defined in the Omnibus Incentive Plan) and ending 18 months following the change in control.

#### *Mr. Abramo*

Under the terms of Mr. Abramo’s employment agreement, on termination of his employment by the Company without cause or his resignation for good reason other than during a change in control period, Mr. Abramo is entitled to (a) a severance payment in an amount equal to 1.5 times his base salary plus 1.5 times his target bonus, payable in equal installments over a period of 18 months; (b) a prorated portion of his earned bonus for the year in which his employment terminates, based on the portion of the year employed and payable in a lump sum after the earned bonus is determined; (c) 12 months’ accelerated vesting of service-based equity awards outstanding at the end of 2023; and (d) payment of COBRA premiums for continued coverage under the Company’s group health plans for 18 months.

On a change in control termination, Mr. Abramo is entitled to (a) a lump-sum severance payment in an amount equal to two times his base salary plus two times his target bonus; (b) a prorated portion of his target bonus for the year in which his employment terminates, based on the portion of the year employed; (c) full vesting of all service-based equity awards outstanding; and (d) payment of COBRA premiums for continued coverage under the Company’s or its successor’s group health plans for 18 months.

#### *Messrs. Spaeth and Copple*

Under the Severance Plan, on termination of employment by the Company without cause or resignation for good reason other than during a change in control period, each of Messrs. Spaeth and Copple is entitled to (a) continued payment of his base salary for 12 months; (b) a prorated portion of his earned bonus for the year in which his employment terminates, based on the portion of the year employed and payable in a lump sum after the earned bonus is determined; and (c) payment of COBRA premiums for continued coverage under the Company’s group health plans for 12 months.

On a change in control termination, each of Messrs. Spaeth and Copple is entitled to (a) a lump-sum severance payment in an amount equal to his base salary plus his target bonus; (b) a prorated portion of his target bonus for the year in which his employment terminates, based upon the portion of the year employed; (c) full vesting of all service-based equity awards outstanding; and (d) payment of COBRA premiums for continued coverage under the Company’s or successor’s group health plans for 12 months.

### *Equity Incentive Awards*

#### *Termination of Employment*

As noted above, on termination of his employment by the Company without cause or his resignation for good reason other than during the change in control period, Mr. Abramo is entitled to 12 months’ accelerated vesting of service-based equity awards, and on a change in control termination, each of our named executive officers is entitled full vesting of all service-based equity awards outstanding.

With respect to the RSUs granted to each of Messrs. Spaeth and Copple in connection with the IPO, under the terms of the award agreement, on termination of employment by the Company without cause other than during the change in control period, a prorated portion of the RSUs that was scheduled to vest on the next annual vesting date will vest.

Except as described above, on termination of employment for any reason, the unvested portion of each of the equity awards held by our named executive officers will be canceled, and the vested portion of each option generally will remain exercisable for 90 days (or one year, in the case of death or disability, or, if the vested options are in-the-money, until the earlier of the tenth anniversary of the option grant date or 30 days following expiration of any trading restriction under the Company’s insider trading policy that is in effect at the time of termination of employment). However, if the termination is by the Company for cause, the entire option (including the vested portion) will be canceled.

Our Board under the EIP, or our Compensation Committee under the Omnibus Incentive Plan, has the authority to make various adjustments with respect to awards outstanding under the applicable plan in connection with a change in control or specified other significant events involving the Company, including (among others): (a) continuing or assuming the awards by the Company (if it is the surviving corporation) or by the surviving corporation or its parent; (b) substituting awards by the surviving corporation or its parent; (c) accelerating exercisability, vesting and/or lapse of restrictions applicable to the awards; (d) adjusting performance criteria applicable to the awards or deeming the criteria met at target; or (e) canceling the awards in consideration of a payment in cash or other consideration to the holders of the awards, in each case in an amount equal to the intrinsic value of the award (which may be equal to but not less than zero).

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## Compensation of our Directors

Under our non-employee director compensation program, each of our non-employee directors is compensated for service on the Board of Directors through a combination of cash fees and equity awards, as described below.

### Cash Fees

Cash retainer fees payable to our non-employee directors are as follows:

Description/Recipient	Dollar Amount per Annum (\$)
Basic retainer for each non-employee director	70,000
Audit Committee chair	27,500
Audit Committee member other than chair	12,500
Compensation Committee chair	20,000
Compensation Committee member other than chair	10,000
Nominating and Governance Committee chair	20,000
Nominating and Governance Committee member other than chair	10,000
Privacy and Cybersecurity Committee chair	20,000
Privacy and Cybersecurity Committee member other than chair	10,000
Non-executive chair, if any	85,000
Lead Independent Director, if any	25,000

There is no separate consideration for attendance at or participation in board meetings or discussions or other activities undertaken in the course of Board service. Consideration for service on special committees, if any, is determined by the Board on a case-by-case basis. On November 28, 2023, the Board appointed a Special Committee of independent directors to represent the independent shareholders in the take-private initiative commenced by General Atlantic and Stone Point as described in their respective Schedule 13D/A filings on November 17, 2023 and preliminary proxy statement filed on March 21, 2024. Ms. Troe chairs the Special Committee on which Ms. Smart and Mr. Bhamidipati also serve. Ms. Troe receives compensation of \$9,166 per month for her service as chair of the Special Committee and each of Ms. Smart and Mr. Bhamidipati receive compensation in the amount of \$8,333 per month for their service as members of the Special Committee.

Cash compensation is payable in four equal quarterly installments in arrears, with prorated payments made for partial quarters of service, including to (a) a new director joining the Board as a non-employee director, for the quarter in which the director joins the Board; (b) a director who becomes a non-employee director during board service, for the quarter in which non-employee director status is attained; (c) new committee chairs and members for the quarter in which they are appointed; and (d) for a director leaving the Board in mid-quarter.

### Equity Awards

Our non-employee directors also receive equity-based compensation in the form of RSUs granted pursuant to and governed by the Omnibus Incentive Plan.

Each person who is elected as a non-employee director at a regular annual meeting of stockholders of the Company, or who is a continuing non-employee director immediately after the annual meeting because the class in which the director sits was not up for election, receives an award of RSUs with a grant date total value of \$165,000, with the number of underlying shares of Common Stock equal to the quotient obtained by dividing (a) \$165,000, by (b) the fair market value per share of the Common Stock on the date the RSUs are issued.

In addition, each person appointed as a non-employee director or who attains non-employee director status between annual meetings receives a prorated award of RSUs, with the number of underlying shares of Common Stock equal to the quotient obtained by dividing (a) the product of \$13,750 and the number of full 30-day periods from the date of election or appointment to the Board or attainment of non-employee director status until the scheduled or anticipated date of the next annual meeting (if the next annual meeting has not yet been scheduled, assuming the next annual meeting is scheduled to be held on the same month and day as the immediately preceding annual meeting), by (b) the fair market value per share of the Common Stock on the date the RSUs are issued. The annual equity awards generally are issued on the date of each annual meeting, and the prorated equity awards generally are issued on the date the director commences board service or attains non-employee director status unless that date falls in a trading blackout under our insider trading policy, in which case the awards are issued when the trading window opens.

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Annual equity awards, subject to continued service, vest on the first anniversary of the date of issuance, or if earlier, on (but effective immediately prior to) the occurrence of a change in control, or the annual meeting next following the date of issuance.

Prorated equity awards, subject to continued service, vest on the date of the annual meeting next following commencement of board service or attainment of non-employee director status or, if earlier, on (but effective immediately prior to) the occurrence of a change in control, or the anticipated date of the next annual meeting used in calculating the prorated award.

If a director ceases service as a result of inability to discharge his or her duties due to death or disability before vesting in full of the director's equity awards, or upon the occurrence of a change in control, then the awards will immediately vest in full. Under all other circumstances, vesting of equity awards will cease, and unvested equity awards will lapse, on cessation of a director's service for any reason.

**Expenses**  
We reimburse our non-employee directors for expenses incurred in connection with attending Board and committee meetings and provide our non-employee directors with business travel accident insurance.

The following table sets forth compensation earned by our non-employee directors during the fiscal year ended December 31, 2023.

Name	Fees Earned or Paid in Cash(\$) <sup>(1)</sup>	Stock Awards(\$) <sup>(2)</sup>	Option Awards (\$) <sup>(3)</sup>	Total (\$)
Venkat Bhamidipati <sup>(4)</sup>	70,361	28,970	—	99,331
James Carey <sup>(5)</sup>	80,000	165,000	—	245,000
Mark Dzialga	188,019	165,000	—	353,019
Josh Feldman <sup>(5)</sup>	87,445	165,000	—	252,445
Rene Kern <sup>(5)</sup>	93,194	165,000	—	258,194
Larry Kutscher <sup>(4)</sup>	141,172	45,614	—	186,786
James LaPlaine	90,000	165,000	—	255,000
James Matthews <sup>(5)</sup>	100,000	165,000	—	265,000
Jill Smart	92,360	165,000	—	257,360
Lisa Troe	117,746	165,000	—	282,746

- (1) Amounts set forth in this column represent the aggregate dollar amount of all fees earned or paid in cash for services as a director, including basic retainer fees and committee and/or chair fees.
- (2) Amounts set forth in this column represent the aggregate grant date fair value of the RSU awards granted to the non-employee directors in 2023 computed in accordance with FASB ASC Topic 718. In fiscal year 2023, each of our non-employee received a grant of 16,369 RSUs on May 25, 2023, and those RSUs were outstanding at the end of 2023. Messrs. Kutscher and Bhamidipati were appointed to our Board of Directors effective as of February 13, 2023 and April 4, 2023 respectively and, as a result, they received prorated grants of 3,939 and 2,733 RSUs respectively for the period from joining the Board until May 25, 2023. Their prorated grants vested on May 25, 2023.
- (3) The Company's predecessor HireRight GIS Group Holdings LLC ("HGGH"), issued options to non-employee directors, but beginning with the Company's initial public offering on October 28, 2021, all equity compensation provided to non-employee directors has been in the form of service-based restricted stock units.
- (4) Messrs. Kutscher and Bhamidipati were appointed to our Board of Directors effective as of February 13, 2023 and April 4, 2023 respectively and, as a result the compensation for their services was prorated.
- (5) All fees earned by Mr. Carey and Mr. Matthews are paid directly to Stone Point, and all fees earned by Mr. Feldman and Mr. Kern are paid directly to General Atlantic. The RSUs granted to Mr. Carey and Mr. Matthews are held solely for the benefit of Stone Point, and the RSUs granted to Mr. Feldman and Mr. Kern are held solely for the benefit of General Atlantic Service Company, L.P. ("**General Atlantic Service Company**").

#### Compensation Committee Interlocks and Insider Participation

During fiscal year 2023 (and from April 2023 for Mr. Feldman), the members of the Compensation Committee included Messrs. Feldman, Kern, Matthews and Ms. Smart, none of whom was an officer or employee of the Company during fiscal 2023, or formerly an officer of the Company.

None of our executive officers currently serves, or in the past fiscal year served, as a member of a board of directors or as a member of a compensation or similar committee of any entity that has one or more executive officers who also served on the Company's Board of Directors or Compensation Committee.

Except as described in Item 13 below, none of the members of the Compensation Committee had or has any relationships with the Company that are required to be disclosed under Item 404 of Regulation S-K.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The following table shows certain information with respect to all of our equity compensation plans in effect as of December 31, 2023:

**Equity Compensation Plan Information**

Plan category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights Column (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights(\$) <sup>(1)</sup> Column (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans <sup>(2)</sup> Column (c)
Equity compensation plans approved by security holders <sup>(3)</sup>	--	--	
<i>2021 Omnibus Incentive Plan</i>	1,596,780	18.34	8,126,785
<i>2021 Employee Stock Purchase Plan</i>	--	--	2,942,783
Equity compensation plans not approved by security holders <sup>(4)</sup>	2,896,018	16.19	--
<b>Total</b>	<b>4,492,798</b>	<b>16.96</b>	<b>11,069,568</b>

(1) Weighted average exercise price relates solely to outstanding stock option shares, as shares subject to RSUs or PSUs have no exercise price.

(2) As of December 31, 2023, (i) 8.1 million shares remained available for future issuance under our 2021 Plan and (ii) 2.9 million shares remained available for future issuance under our ESPP. No shares remained available for future issuance under the 2018 Plan as of December 31, 2023. Our 2021 Plan has an evergreen provision that allows for an annual increase in the number of shares available for issuance under the 2021 Plan to be added on the first day of each fiscal year, starting with fiscal year 2022, in an amount equal to 4% of the number of shares of our common stock outstanding on the immediately preceding December 31 or such lesser amount determined by our board of directors or the compensation committee of our board of directors.

(3) These plans consist of our 2021 Omnibus Incentive Plan and 2021 Employee Stock Purchase Plan.

(4) This plan consists of our 2018 Equity Incentive Plan that was in place prior to Company's registration with the SEC.

**Security Ownership of Certain Beneficial Owners and Management**

The following table sets forth, as of March 18, 2024, information regarding beneficial ownership of our common stock by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our common stock;
- each of our named executive officers;
- each of our directors; and
- all of our executive officers and directors as a group.

The percentage of ownership is based on 67,352,961 shares of common stock outstanding as of March 18, 2024. Beneficial ownership is determined according to the rules of the SEC and generally means that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power of that security. In addition, any shares that the entity or individual has the right to acquire within 60 days of March 18, 2024 through the exercise of any Company Options or through the vesting and settlement of Company RSUs payable in shares of common stock are included in the following table. These shares are deemed to be outstanding and beneficially owned by the person holding those Company Options and Company RSUs for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. The information contained in the following table does not necessarily indicate beneficial ownership for any other purpose. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Unless otherwise noted below, the address for each beneficial owner listed in the table below is c/o HireRight Holdings Corporation, 100 Centerview Drive, Suite 300, Nashville, Tennessee 37214.

Name of beneficial owner	Number of Outstanding Shares Beneficially Owned	Number of Shares Exercisable Within 60 days	Number of Shares Beneficially Owned	Percentage of Beneficial Ownership
<b>5% and greater stockholders:</b>				
General Atlantic <sup>(1)</sup>	32,137,852	—	32,137,852	47.72%
Stone Point Capital <sup>(2)</sup>	18,493,863	—	18,493,863	27.46%
<b>Named executive officers and directors:</b>				
Guy Abramo <sup>(3)</sup>	43,438	1,542,830	1,586,268	2.35%
Thomas Spaeth <sup>(4)</sup>	14,850	301,836	316,686	*
Brian Copple <sup>(5)</sup>	14,784	231,732	246,516	*
Venkat Bhamidipati	2,733	—	2,733	*
James Carey <sup>(6)</sup>	15,233	—	15,233	*
Mark Dzialga	42,805	—	42,805	*
Josh Feldman <sup>(7)</sup>	15,233	—	15,233	*
Rene Kern <sup>(8)</sup>	8,379	—	8,379	*
Larry Kutscher	3,939	—	3,939	*
James LaPlaine	11,073	—	11,073	*
James Matthews	15,233	—	15,233	*
Jill Smart <sup>(9)</sup>	15,233	53,858	69,091	*
Lisa Troe <sup>(10)</sup>	11,421	32,315	43,736	*
<b>All current directors and executive officers as a group (19 persons)</b>	<b>264,196</b>	<b>2,475,325</b>	<b>2,739,521</b>	<b>4.07%</b>

\* Indicates beneficial ownership of less than 1% of the total outstanding common stock.

- (1) Represents 2,390,000 shares of Company Common Stock held by GAP HRG II, 20,438,147 shares of Company Common Stock held by GA HRG Collections, 857,318 shares of Company Common Stock held by GAPCO GS, 4,885,582 shares of Company Common Stock held by GA AIV-B GS, 3,538,851 shares of Company Common Stock held by GA AIV-A GS, 15,233 shares of the Company Common Stock held by Josh Feldman solely for the benefit of General Atlantic Service Company, 8,379 shares of Company Common Stock held by Rene Kern solely for the benefit of General Atlantic Service Company and 4,342 shares of Company Common Stock held by Peter Munzig solely for the benefit of General Atlantic Service Company. The limited partners of GA HRG Collections that share beneficial ownership of the shares held by GA HRG Collections, at the time of this proxy statement, are the following General Atlantic investment funds: GAP 100, GAPCO CDA, GAPCO III, GAPCO IV and GAPCO V. The limited partners of GA HRG II that share beneficial ownership of the shares held by GA HRG II, at the time of this proxy statement, are the following General Atlantic investment funds: GAPCO CDA, GAPCO III, GAPCO IV, GAPCO V, GAP Lux, GAP Bermuda IV and GAP Bermuda EU. The limited partners of GAPCO GS that share beneficial ownership of the shares held by GAPCO GS, at the time of this proxy statement, are the following General Atlantic investment funds: GAPCO AIV Holdings, GAPCO CDA, GAPCO III, GAPCO IV and GAPCO V. The limited partners that share beneficial ownership of the shares held by GAAIV-A GS and GAAIV-B GS, at the time of this proxy statement, 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 GA AIV-1 B Interholdco. The general partner of HRG II is GA SPV Bermuda. 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, the general partner of GAP Bermuda IV and the general partner of GAP Bermuda EU. The general partner of GAP Bermuda. 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 SPV is the general partner of GA HRG Collections, GAPCO GS, GAPCO AIV Holdings, GAP 100, GA GenPar and GA LP is c/o General Atlantic Service Company, L.P., 55 East 52nd Street, 33rd Floor, New York, NY 10055. \*\*The Partnership Committee is formerly the Management Committee, with composition effective pending applicable regulatory approvals.
- (2) Represents 11,959,030 shares of Company Common Stock held by Trident VII, L.P., 5,814,235 shares of Company Common Stock held by Trident VII Parallel Fund, L.P., 100,067 shares of Company Common Stock held by Trident VII DE Parallel Fund, L.P. and 590,065 shares of Company Common Stock held by Trident VII Professionals Fund, L.P. (the "Trident VII Partnerships"). Trident VII GP is the general partner of Trident VII, L.P., Trident VII Parallel Fund, L.P. and Trident VII DE Parallel Fund, L.P., and Trident VII Professionals GP is the general partner of Trident VII Professionals Fund, L.P. Pursuant to certain management agreements, Stone Point Capital LLC, the investment manager of the Trident VII Partnerships, has received delegated authority by Trident VII 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 the Trident VII GP or a majority of the general partners of the Trident VII GP. Each of the directors appointed by the Trident VII Partnerships disclaims any beneficial ownership of any shares held by the Trident VII Partnerships except to the extent of his ultimate pecuniary interest.
- (3) Consists of (a) 43,438 shares of Company Common Stock held directly and (b) 1,542,830 shares of Company Common Stock that may be acquired pursuant to the exercise of Company Options within 60 days of March 18, 2024.
- (4) Consists of (a) 14,850 shares of Company Common Stock held directly and (b) 301,836 shares of Company Common Stock that may be acquired pursuant to the exercise of Company Options within 60 days of March 18, 2024.
- (5) Consists of (a) 14,784 shares of Company Common Stock held directly and (b) 231,732 shares of Company Common Stock that may be acquired pursuant to the exercise of Company Options within 60 days of March 18, 2024.
- (6) Includes 15,233 shares of Company Common Stock held by Mr. Carey solely for the benefit of Stone Point, of which Mr. Carey is President, and for which Mr. Carey disclaims beneficial ownership except to the extent of his pecuniary interest therein, if any.
- (7) Includes 15,233 shares of Company Common Stock held by Mr. Feldman solely for the benefit of General Atlantic Service Company. Mr. Feldman disclaims beneficial ownership of these shares of Company Common Stock.
- (8) Includes 8,379 shares of Company Common Stock held by Mr. Kern solely for the benefit of General Atlantic Service Company. Mr. Kern disclaims beneficial ownership of these shares of Company Common Stock.
- (9) Consists of (a) 15,233 shares of Company Common Stock held directly and (b) 53,858 shares of Company Common Stock that may be acquired pursuant to the exercise of Company Options within 60 days of March 18, 2024.
- (10) Consists of (a) 11,421 shares of Company Common Stock held directly and (b) 32,315 shares of Company Common Stock that may be acquired pursuant to the exercise of Company Options within 60 days of March 18, 2024.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Other than compensation arrangements for the Company's named executive officers and directors as described in "Executive Compensation" and the transactions and arrangements discussed below, there were no transactions since the beginning of the Company's 2022 fiscal year, and there are no currently proposed transactions, to which the Company was a party or will be a party, in which:

- the amounts involved exceeded or will exceed \$120,000; and
- any of the Company's directors, executive officers or holders of more than 5% of its capital stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest.

### Policies and Procedures for Related Party Transactions

The Board of Directors adopted a written Related Person Transaction Policy (the "**policy**"), which is overseen by the Audit Committee and sets forth the Company's policy with respect to the review and approval by the Audit Committee and disclosure of all related person transactions.

For purposes of the policy, a "related person transaction" is a transaction, arrangement or relationship (or any series of similar transactions, arrangements or relationships) in which we were, are or will be a participant and the amount involved exceeded, exceeds or will exceed \$120,000 and in which any related person (as defined in the policy) had, has or will have a direct or indirect material interest. A "related person transaction" does not include any employment relationship or transaction involving an executive officer and any related compensation resulting solely from that employment relationship that has been reviewed and approved by the Board of Directors, Compensation Committee or group of independent directors of the Company.

The policy requires that notice of a proposed related person transaction be provided to our legal department prior to entry into such transaction. If the Company's legal department determines that such transaction is a related person transaction, the proposed transaction will be submitted to the Audit Committee for consideration. Under the policy, the Audit Committee may approve only those related person transactions that are in, or not inconsistent with, the Company's best interests and the best interests of its stockholders. In the event that the Company becomes aware of a related person transaction that has not been previously reviewed, approved or ratified under the policy and that is ongoing or is completed, the transaction will be submitted to the Audit Committee so that it may determine whether to ratify, rescind or terminate the related person transaction.

The policy also provides that the Company's Audit Committee review certain previously approved or ratified related person transactions that are ongoing to determine whether the related person transaction remains in the Company's best interests and the best interests of its stockholders. Additionally, the Company will make periodic inquiries of directors and executive officers with respect to any potential related person transaction of which they may be a party or of which they may be aware.

### Take-Private Merger Agreement

On December 11, 2023, the Company announced the receipt of a non-binding proposal from General Atlantic, L.P. and Stone Point Capital LLC and their respective affiliated funds (collectively, the "**Principal Stockholders**") to acquire all of the Company's outstanding shares of common stock that are not already owned by the Principal Stockholders (the "**Proposed Transaction**") for \$12.75 in cash per share. The Principal Stockholders collectively own approximately 75.2% of the Company's outstanding common stock.

On February 15, 2024, the Company entered into an Agreement and Plan of Merger (the "**Merger Agreement**") with Hearts Parent, LLC, a Delaware limited liability company ("**Parent**") and Hearts Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent, providing for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation and subsidiary of Parent. A special committee of independent and disinterested members of the Company's Board of Directors unanimously adopted resolutions recommending that the Company Board approve and adopt the Merger Agreement and the transactions contemplated thereby and agreeing to recommend that the Unaffiliated Company Stockholders adopt the Merger Agreement. The Company's Board of Directors unanimously approved the Merger Agreement and agreed to recommend that the stockholders of the Company adopt the Merger Agreement. Under the Merger Agreement each share of Company common stock outstanding as of the effective time of the merger (other than shares owned by the Principal Stockholders) will be cancelled and extinguished and automatically converted into the right to receive cash in an amount equal to \$14.35.

The Merger Agreement contains certain customary termination rights, including, without limitation, a right for either party to terminate if the transaction is not completed by 11:59 p.m. Eastern time on August 15, 2024. Termination under specified circumstances will require the Company to pay the Parent a termination fee of \$30 million or Parent to pay the Company a termination fee of \$65 million, plus in either case enforcement costs not to exceed \$2 million.

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The Consummation of the Merger is subject to various conditions, including but not limited to (i) affirmative vote of the holders of a majority of all of the outstanding shares of Company common stock to adopt the Merger Agreement; and (ii) the affirmative vote of the holders of a majority of the outstanding shares of Company common stock held by the stockholders of the Company other than the Principal Stockholders, officers of the Company, and members of the Company's Board of Directors who are not members of the special committee. There can be no assurance that the Proposed Transaction or any related transaction will be consummated, or as to the terms of any such transaction. For more detailed information about the Merger Agreement and the Proposed Transaction, see the Company's Preliminary Proxy Statement on Form 14A and Transaction Statement on Schedule 13E-3, both filed with the Securities and Exchange Commission on March 21, 2024.

### **Stockholders Agreement**

On October 28, 2021, the Company entered into a Stockholders Agreement with the Principal Stockholders that provides the Principal Stockholders each the right to designate nominees for election to the Board of Directors. The Principal Stockholders may also assign their designation rights under the Stockholders Agreement to an affiliate.

The Stockholders Agreement provides (x) investment funds managed by General Atlantic the right to designate: (i) a majority of the nominees for election to the Board of Directors for so long as such funds beneficially own over 40% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors; (ii) three of the nominees for election to the Board of Directors for so long as such funds beneficially own at least 30% but less than or equal to 40% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors; (iii) two of the nominees for election to the Board of Directors for so long as such funds beneficially own at least 20% but less than or equal to 30% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors; and (iv) one of the nominees for election to the Board of Directors for so long as such funds beneficially own at least 10% but less than or equal to 20% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors; and (y) investment funds managed by Stone Point the right to designate: (i) two of the nominees for election to the Board of Directors for so long as such investment funds and their affiliates beneficially own at least 20% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors and (ii) one of the nominees for election to the Board of Directors for so long as such investment funds and their affiliates beneficially own at least 10% but less than 20% of the voting power of the then outstanding shares of capital stock entitled to vote generally in the election of directors. In each case, the Principal Stockholders' nominees must comply with applicable law and stock exchange rules. General Atlantic and Stone Point have agreed to vote for the other's nominees to the Board of Directors.

Until such time as any Principal Stockholder, directly or indirectly, ceases to beneficially own at least 10% of the Common Stock then outstanding, such Principal Stockholder will have the right to designate at least one member of each committee of the Board of Directors; provided, that any such designee shall be a director and shall be eligible to serve on the applicable committee under applicable law or stock exchange listing standards, including any applicable independence requirements. In addition, the Principal Stockholders shall be entitled to designate the replacement for any of their board designees whose board service terminates prior to the end of the director's term regardless of the applicable Principal Stockholder's beneficial ownership at such time.

As long as the investment funds managed by General Atlantic beneficially own at least 25% of the Common Stock then outstanding, the prior written consent of such funds will be required prior to taking the following actions:

- (a) any acquisition or disposition in which aggregate consideration is greater than \$250,000,000 in a single transaction or series of related transactions;
  - (b) any transaction in which any person or group acquires more than 50% of the Company's then outstanding capital stock or the power to elect a majority of the members of the Board of Directors;
  - (c) any incurrence or refinancing of indebtedness of the Company and its subsidiaries to the extent such incurrence or refinancing would result in the Company and its Subsidiaries having indebtedness in excess of \$750,000,000 principal amount in the aggregate;
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- (d) hiring or termination of the Company's chief executive officer;
- (e) any increase or decrease in the size of the Board of Directors;
- (f) any reorganization, recapitalization, voluntary bankruptcy, liquidation, dissolution or winding-up;
- (g) any repurchase or redemption of capital stock of the Company (other than (i) on a pro rata basis, (ii) pursuant to an open market plan approved by the Board of Directors or (iii) 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);
- (h) any payment or declaration of dividends on capital stock of the Company;
- (i) any entry into a joint venture involving amounts in excess of \$50,000,000; or
- (j) adoption of a poison pill or similar rights plan.

As long as the investment funds managed by General Atlantic beneficially own any shares of the Common Stock, the prior written consent of such funds will be required prior to any amendment to the governing documents of the Company if such change is adverse to the rights of General Atlantic (including, for the avoidance of doubt, the advance waiver of corporate opportunities).

Additionally, until the earlier of such time as (i) Stone Point ceases to hold at least 75% of the Common Stock held by Stone Point as of the initial public offering or (ii) General Atlantic ceases to hold at least 25% of the Common Stock then outstanding, the prior written consent of Stone Point will be required prior to taking the following actions:

- (a) any acquisition or disposition in which aggregate consideration is greater than \$250,000,000 in any single transaction or series or related transactions;
- (b) any reorganization, recapitalization, voluntary bankruptcy, liquidation, dissolution or winding-up (other than a sale of the Company, however structured);
- (c) any repurchase or redemption of capital stock of the Company from General Atlantic or any of its affiliates (other than (i) on a pro rata basis or (ii) pursuant to an open market plan approved by the Board of Directors); or
- (d) the entry into, or amendment of, any agreement or arrangement with General Atlantic or any of its affiliates (excluding ordinary course, arm's length commercial transactions).

As long as the investment funds managed by Stone Point beneficially own any shares of the Common Stock, the prior written consent of such funds will be required prior to any amendment to the governing documents of the Company if such change is disproportionately adverse to the rights of Stone Point as compared to General Atlantic (including, for the avoidance of doubt, the advance waiver of corporate opportunities).

Under the Stockholders Agreement, the Company is obligated to (i) indemnify its Principal Stockholders and their affiliates from any claims and related losses (as defined in the Stockholders Agreement) arising out of (a) their ownership of Common Stock and (b) any litigation to which they are made a party in their respective capacities as stockholders or current or prior owners of the Company's securities, subject to customary carve-outs; and (ii) reimburse the Principal Stockholders for reasonable out-of-pocket expenses incurred in connection with monitoring their investment in the Company.

The Board and Committee designation rights and prior approval rights of the Principal Stockholders under the Stockholders Agreement will terminate with respect to a Principal Stockholder at such time as such Principal Stockholder owns less than 5% of the Common Stock then outstanding.

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## Registration Rights Agreement

On October 28, 2021, the Company entered into a registration rights agreement with the Principal Stockholders, pursuant to which the Principal Stockholders are entitled to request that we register the Principal Stockholders' shares on a long-form or short-form registration statement on one or more occasions in the future, which registrations may in certain circumstances be "shelf registrations." The Principal Stockholders are also entitled to participate in certain of the Company's registered offerings, subject to the restrictions in the registration rights agreement. Under the registration rights agreement, the Company pays the expenses in connection with the exercise of these rights. The registration rights described in this paragraph apply to (i) shares of the Common Stock held by the Principal Stockholders and their affiliates and (ii) any of the Company's capital stock (or that of the Company's subsidiaries) issued or issuable with respect to the Common Stock described in clause (i) with respect to any dividend, distribution, recapitalization, reorganization, or certain other corporate transactions ("**Registrable Securities**"). These registration rights are also for the benefit of any subsequent holder of Registrable Securities; provided that any particular securities will cease to be Registrable Securities when they have been sold in a registered public offering, sold in compliance with Rule 144 of the Securities Act of 1933, as amended, or the Securities Act, or repurchased by the Company or its subsidiaries. In addition, any Registrable Securities held by a person other than the Principal Stockholders and their affiliates will cease to be Registrable Securities if they can be sold without limitation under Rule 144 of the Securities Act.

## Income Tax Receivable Agreement

On October 28, 2021, the Company entered into an income tax receivable agreement ("**TRA**") pursuant to which the Company's pre-IPO equity holders or their permitted transferees have the right to receive payment by the Company of 85% of the benefits, if any, that the Company and its subsidiaries realize, or are deemed to realize (calculated using certain assumptions), as a result of savings in U.S. federal, state and local income taxes that the Company and its subsidiaries realize (or are deemed to realize in the case of a change of control and certain subsidiary dispositions, as discussed below) as a result of the recognition of the Pre-IPO Tax Benefits (as defined below). Actual tax benefits realized by us may differ from tax benefits calculated under the TRA as a result of the use of certain assumptions in the TRA, including assumptions relating to state and local income taxes, to calculate tax benefits.

We expect to be able to utilize the Pre-IPO Tax Benefits. We expect that the Pre-IPO Tax Benefits will reduce the amount of tax that the Company and its subsidiaries would otherwise be required to pay in the future.

For purposes of the TRA, cash savings in income tax will be computed by reference to the reduction in the liability for income taxes resulting from the utilization of the Pre-IPO Tax Benefits subject to the TRA. The term of the TRA commenced upon consummation of the IPO and will continue until all relevant Pre-IPO Tax Benefits have been utilized, accelerated or expired.

While the actual amount and timing of any payments under the TRA will vary depending upon a number of factors, including the amount and timing of the taxable income the Company and its subsidiaries generate in the future, and the Company's and its subsidiaries' use of the Pre-IPO Tax Benefits, and estimating the amount and timing of payments that may become due under the TRA is by its nature imprecise, we expect that during the term of the TRA, the payments that we may make could be substantial. As of December 31 2023, the Company had a total liability of \$211.0 million in connection with the projected obligations under the TRA. In February 2024, the Company made an initial annual payment of \$27.2 million to certain pre-IPO equityholders. Assuming no material changes in the relevant tax law and that we earn sufficient taxable income to realize in full the potential tax benefit described above, we expect that future payments under the TRA will aggregate to approximately \$183.8 million over 11 years. Based on the Company's current taxable income estimates, it expects to repay the majority of this obligation by the end of its 2030 fiscal year.

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Payments under the TRA are based on the tax reporting positions that the Company determines, and the IRS, or another tax authority may challenge all or part of its net operating losses, existing tax basis or other tax attributes or benefits it claims, as well as other related tax positions the Company takes, and a court could sustain such challenge. Although the Company is not aware of any issue that would cause the IRS to challenge its net operating losses, existing tax basis or other tax attributes or benefits for which payments are made under the TRA, if the outcome of any such challenge would reasonably be expected to materially affect a recipient's payments under the TRA, then the Company will not be permitted to settle such challenge without the consent (not to be unreasonably withheld or delayed) of the pre-IPO equityholders (or their transferees or assignees). The interests of the pre-IPO equityholders (or their transferees or assignees) in any such challenge may differ from or conflict with the Company's interests and its then-current stockholders' interests, and the pre-IPO equityholders (or their transferees or assignees) may exercise their consent rights relating to any such challenge in a manner adverse to the Company's interests and your interests. The Company will not be reimbursed for any cash payments previously made to our pre-IPO equityholders (or their transferees or assignees) under the TRA in the event that any tax benefits initially claimed by the Company and for which payment has been made to our pre-IPO equityholders (or their transferees or assignees) are subsequently challenged by a taxing authority and are ultimately disallowed. Instead, any excess cash payments made by the Company to pre-IPO equityholders (or their transferees or assignees) will be netted against any future cash payments that the Company might otherwise be required to make to its pre-IPO equityholders (or their transferees or assignees) under the terms of the TRA. However, the Company might not determine that it has effectively made an excess cash payment to its pre-IPO equityholders (or their transferees or assignees) for a number of years following the initial time of such payment and, if any of the Company's tax reporting positions are challenged by a taxing authority, it will not be permitted to reduce any future cash payments under the TRA until any such challenge is finally settled or determined. Moreover, the excess cash payments the Company previously made under the TRA could be greater than the amount of future cash payments against which it would otherwise be permitted to net such excess. The applicable U.S. federal income tax rules for determining applicable tax benefits the Company may claim are complex and factual in nature, and there can be no assurance that the IRS, any other taxing authority or a court will not disagree with its tax reporting positions. As a result, payments could be made under the TRA significantly in excess of any tax savings that the Company realizes in respect of the tax attributes with respect to its pre-IPO equityholders (or their transferees or assignees) that are the subject of the TRA.

In addition, the TRA provides that in the case of a change in control, the material breach of the Company's obligations under the TRA, certain proceedings seeking liquidation, reorganization or other relief under bankruptcy, insolvency or similar law, or certain asset dispositions not constituting a change of control, the Company is required to make a payment to its pre-IPO equityholders (or their transferees or assignees) in an amount equal to the present value of future payments (calculated using a discount rate equal to the lesser of the lesser of (i) 650 basis points and (ii) LIBOR plus 100 basis points, which may differ from its, or a potential acquirer's, then-current cost of capital) under the TRA, which payment would be based on certain assumptions, including those relating to the Company's future taxable income. In these situations, the Company's obligations under the TRA could have a substantial negative impact on its, or a potential acquirer's, liquidity and could have the effect of delaying, deferring, modifying or preventing certain mergers, asset sales, other forms of business combinations or other changes of control. These provisions of the TRA may result in situations where the Company's pre-IPO equityholders (or their transferees or assignees) have interests that differ from or are in addition to those of its other stockholders. In addition, the Company could be required to make payments under the TRA that are substantial and in excess of our, or a potential acquirer's, actual cash savings in income tax.

Decisions the Company makes in the course of running its business, such as with respect to mergers, asset sales, other forms of business combinations or other changes in control, may influence the timing and amount of payments made under the TRA. For example, an earlier disposition of assets resulting in an accelerated use of existing basis or available net operating losses may accelerate payments under the TRA and increase the present value of such payments. Such effects may result in differences or conflicts of interest between the interests of the Company's pre-IPO equityholders (or their transferees or assignees) and the interests of other stockholders.

Finally, because the Company is a holding company with no operations of its own, its ability to make payments under the TRA is dependent on the ability of its subsidiaries to make distributions to the Company. Although existing credit agreements generally restrict distributions from its subsidiaries to the Company, they contain provisions which allow certain distributions which the Company believes will be sufficient to cover its payment obligations under the TRA. However, the Company may choose to utilize certain permitted distribution flexibility contained in its credit agreements for other purposes, in which case its subsidiaries may be restricted from making distributions to it, which could affect its ability to make payments under the TRA. In addition, the Company may, in the future, refinance the credit agreements, incur additional debt obligations or enter into other financing transactions on terms that may not be as favorable as its current credit agreements. The Company currently expects to fund these payments from cash flow from operations generated by its subsidiaries as well as from excess tax distributions that it receives from its subsidiaries. To the extent the Company is unable to make payments under the agreement for any reason (including because its debt obligations restrict the ability of its subsidiaries to make distributions to the Company), under the terms of the TRA such payments will be deferred and accrue interest until paid. If the Company is unable to make payments due to insufficient funds, such payments may be deferred indefinitely while accruing interest at a per annum rate of LIBOR plus 500 basis points. These deferred payments could negatively impact the Company's results of operations and could also affect its liquidity in future periods in which such deferred payments are made.

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“Pre-IPO Tax Benefits” means the tax benefits arising as a result of: (i) all depreciation and amortization deductions, and any offset to taxable income and gain or increase to taxable loss, resulting from the tax basis that the Company has in its and its subsidiaries’ intangible assets as of this offering, and (ii) the utilization of the Company’s and its subsidiaries’ U.S. federal, state and local net operating losses and disallowed interest expense carryforwards, if any, attributable to periods prior to the IPO.

#### Other Transactions with Affiliates

Certain transactions with various entities owned by the Company’s Principal Stockholders are considered related party transactions. These transactions consist primarily of revenues from background searches performed for such parties and costs incurred for benefits and advisory services obtained from such parties. Purchases from related parties are recorded in selling, general and administrative expense in the Company’s consolidated statements of operations. For the years ended December 31, 2023, 2022 and 2021, the Company recognized revenue of \$4.8 million, \$3.8 million and \$3.5 million respectively from related parties. Purchases from related parties are immaterial for the years ended December 31, 2023, 2022 and 2021.

The Company entered into indemnification agreements with each of its executive officers and directors. The indemnification agreements provide the executive officers and directors with contractual rights to indemnification, expense advancement and reimbursement, to the fullest extent permitted under the Delaware General Corporation Law (the “**DGCL**”). Additionally, the Company may enter into indemnification agreements with any new directors or officers that may be broader in scope than the specific indemnification provisions contained in Delaware law.

#### Director Independence

The Board of Directors has determined that Venkat Bhamidipati, James Carey, Mark Dzialga, Josh Feldman, Rene Kern, Larry Kutscher, James LaPlaine, James Matthews, Jill Smart and Lisa Troe are independent directors, as such term is defined by the applicable rules and regulations of the NYSE. Three of the foregoing individuals, Venkat Bhamidipati, Mark Dzialga and Lisa Troe, make up the Company’s Audit Committee. The Board of Directors determined that all members of the Audit Committee meet the independence requirements of Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”).

#### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Fees paid or accrued for professional services provided by our independent auditors, PricewaterhouseCoopers LLP (Nashville, Tennessee, PCAOB ID 238), in each of the categories listed are as follows for the periods presented. All such fees are in accordance with our approval policies described below.

Fee Category	Years Ending December 31	
	2023	2022
Audit Fees	\$ 2,694,329	\$ 3,217,436
Audit-Related Fees	\$ —	\$ —
Tax Fees	\$ 51,250	\$ 133,644
All Other Fees	\$ 7,215	\$ 27,140
Total	\$ 2,752,794	\$ 3,378,220

*Audit Fees*— primarily represent amounts for services related to the audit of our consolidated financial statements, reviews of our interim condensed consolidated financial statements, services provided in connection with statutory or regulatory filings or engagements and the issuance of consents and comfort letters for other periodic reports or documents filed with the SEC.

*Tax Fees*— represent amounts for tax compliance, tax advice, and tax planning services.

*All Other Fees*— consist of all fees for services other than those in the above categories and primarily consist of annual licensing fees, including fees for subscription to PricewaterhouseCoopers’ online research tools.

#### Pre-Approval Policies

The Audit Committee has adopted a pre-approval policy that provides guidelines for the audit, audit-related, tax, and other permissible non-audit services that may be provided by the independent auditors. Under the policy, the Audit Committee annually, and from time to time, pre-approves the audit engagement fees and terms of all audit and permitted non-audit services to be provided by the independent auditor.

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**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

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<b>Exhibit Number</b>	<b>Exhibit Description</b>
2.1	<a href="#">Agreement and Plan of Merger, dated as of February 15, 2024, by and among HireRight Holdings Corporation, Hearts Parent, LLC and Hearts Merger Sub, Inc. (incorporated by reference to the same titled exhibit to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2024)</a>
3.1#	<a href="#">Form of Certificate of Incorporation of HireRight Holdings Corporation</a>
3.2#	<a href="#">Form of Bylaws of HireRight Holdings Corporation</a>
4.1##	<a href="#">Form of Registration Rights Agreement</a>
4.2#	<a href="#">Form of Stockholders Agreement</a>
10.1#	<a href="#">First Lien Credit Agreement, dated as of July 12, 2018, among Genuine Mid Holdings LLC, Genuine Financial Holdings LLC, the lenders party thereto and Bank of America, N.A., as administrative agent</a>
10.3##	<a href="#">Form of Director and Officer Indemnification Agreement</a>
10.4#+	<a href="#">HireRight GIS Group Holdings LLC Equity Incentive Plan</a>
10.5#+	<a href="#">HireRight Holdings Corporation 2021 Omnibus Incentive Plan</a>
10.6#+	<a href="#">Form of Stock Option Grant Notice for Employees under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan</a>
10.7#+	<a href="#">Form of Restricted Stock Unit Grant Notice for Employees under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan</a>
10.8#+	<a href="#">Form of Restricted Stock Unit Grant Notice for Non-Employee Directors under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan</a>
10.9#+	<a href="#">HireRight Holdings Corporation Employee Stock Purchase Plan</a>
10.10**+	<a href="#">Employment Agreement by and between Guy Abramo and HireRight Holdings Corporation, dated October 28, 2021</a>
10.11+	<a href="#">Employment Agreement by and between Thomas Spaeth and HireRight Holdings Corporation, dated October 28, 2021 (incorporated by reference to Exhibit 10.12 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 21, 2022)</a>
10.12+	<a href="#">HireRight Holdings Corporation U.S. Executive Severance Plan (incorporated by reference to Exhibit 10.14 to the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on October 20, 2021)</a>
10.13	<a href="#">Form of Income Tax Receivable Agreement, by and among HireRight Holdings Corporation and the other parties named therein (incorporated by reference to Exhibit 10.15 to the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on October 6, 2021)</a>
10.14	<a href="#">First Amendment to First Lien Credit Agreement dated as of June 3, 2022, by and between Genuine Financial Holdings LLC, Genuine Mid Holdings LLC, the Extending Revolving Credit Lenders party thereto, the Letter of Credit Issuers party thereto, and Bank of America, N.A. in its capacity as Administrative Agent, (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 7, 2022)</a>
10.15+	<a href="#">Amendment to MOIC Options by and between Guy Abramo and HireRight Holdings Corporation, dated March 19, 2022 (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 13, 2022)</a>
10.16+	<a href="#">Amendment to MOIC Options by and between Thomas Spaeth and HireRight Holdings Corporation, dated March 19, 2022 (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 13, 2022)</a>
10.17+	<a href="#">Stock Option Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Guy Abramo (incorporated by reference to Exhibit 10.23 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 10, 2023)</a>
10.18+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Guy Abramo (incorporated by reference to Exhibit 10.24 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 10, 2023)</a>

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10.19+	<a href="#">Stock Option Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Thomas Spaeth (incorporated by reference to Exhibit 10.25 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 10, 2023)</a>
10.20+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Thomas Spaeth (incorporated by reference to Exhibit 10.26 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 10, 2023)</a>
10.21	<a href="#">Incremental Second Amendment to First Lien Credit Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 8, 2023)</a>
10.22	<a href="#">Support Agreement, dated as of February 15, 2024, by and among HireRight Holdings Corporation, 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 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2024)</a>
10.23	<a href="#">Support Agreement, dated as of February 15, 2024, by and among HireRight Holdings Corporation, Trident VII, L.P., Trident VII Parallel Fund, L.P., Trident VII DE Parallel Fund, L.P. and Trident VII Professionals Fund, L.P. (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 16, 2024)</a>
10.24*+	<a href="#">Employment Agreement by and between Brian Copple and HireRight Holdings Corporation, dated October 28, 2021</a>
10.25*+	<a href="#">Amendment to MOIC Options by and between Brian Copple and HireRight Holdings Corporation, dated March 19, 2022</a>
10.26*+	<a href="#">Stock Option Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Brian Copple</a>
10.27*+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 23, 2022, for Brian Copple</a>
10.28*+	<a href="#">Option Agreement by and between Guy Abramo and HireRight GIS Group Holdings LLC, dated December 3, 2018</a>
10.29*+	<a href="#">Special Option Agreement by and between Guy Abramo and HireRight GIS Group Holdings LLC, dated December 3, 2018</a>
10.30*+	<a href="#">Option Agreement by and between Thomas Spaeth and HireRight GIS Group Holdings LLC, dated December 3, 2018</a>
10.31*+	<a href="#">Option Agreement by and between Brian Copple and HireRight GIS Group Holdings LLC, dated December 3, 2018</a>
10.32*+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Guy Abramo</a>
10.33*+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Thomas Spaeth</a>
10.34*+	<a href="#">Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Brian Copple</a>
10.35*+	<a href="#">TSR Based Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Guy Abramo</a>
10.36*+	<a href="#">TSR Based Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Thomas Spaeth</a>
10.37*+	<a href="#">TSR Based Restricted Stock Unit Grant Notice under the HireRight Holdings Corporation 2021 Omnibus Incentive Plan, dated March 20, 2023, for Brian Copple</a>
10.38*+	<a href="#">AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Guy Abramo</a>
10.39*+	<a href="#">AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Thomas Spaeth</a>
10.40*+	<a href="#">AEBITDA Based Retention Award Grant Notice, dated March 20, 2023, for Brian Copple.</a>
14.1**	<a href="#">Code of Business Conduct and Ethics</a>
19.1*	<a href="#">Insider Trading Policy</a>
21.1^	<a href="#">Subsidiaries of the Registrant</a>
23.1^	<a href="#">Consent of PricewaterhouseCoopers LLP</a>
24.1^	<a href="#">Power of Attorney (included on signature page)</a>
31.1^	<a href="#">Certification of Principal Executive Officer pursuant to Exchange Act Rules 13(a)-14(a) and 15(d)-14(a), as adopted</a>

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31.2 <sup>^</sup>	<a href="#">Certification of Principal Financial Officer pursuant to Exchange Act Rules 13(a)-14(a) and 15(d)-14(a), as adopted</a>
31.3 <sup>*</sup>	<a href="#">Certification of Principal Executive Officer pursuant to Exchange Act Rules 13(a)-14(a) and 15(d)-14(a), as adopted</a>
31.4 <sup>*</sup>	<a href="#">Certification of Principal Financial Officer pursuant to Exchange Act Rules 13(a)-14(a) and 15(d)-14(a), as adopted</a>
32.1 <sup>^</sup>	<a href="#">Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2 <sup>*</sup>	<a href="#">Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
97.1 <sup>^</sup>	<a href="#">Hireright Holdings Corporation Clawback Policy</a>

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\* Filed herewith.

# Incorporated by reference to the same titled exhibit to the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on October 6, 2021.

## Incorporated by reference to the same titled exhibit to the Registrant's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on October 20, 2021.

\*\* Incorporated by reference to the same titled exhibit to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 21, 2022.

+ Indicates a management contract or compensatory plan or agreement.

<sup>^</sup> Incorporated by reference to the same titled exhibit to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 12, 2024.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Nashville, State of Tennessee.

on April 16, 2024.

By: /s/ Guy P. Abramo  
Name: Guy P. Abramo  
Title: President and Chief Executive Officer

\* \* \*

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated. Each of the directors of the registrant whose signature appears below hereby appoints Guy P. Abramo, Brian W. Copple and Thomas M. Spaeth, and each of them severally, as his or her attorney-in-fact to sign in his or her name and behalf, in any and all capacities stated below, and to file with the Securities and Exchange Commission any and all amendments to this report, making such changes in this report as appropriate, and generally to do all such things on their behalf in their capacities as directors and/or officers to enable the registrant to comply with the provisions of the Securities Exchange Act of 1934, and all requirements of the Securities and Exchange Commission.

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Guy P. Abramo</u> Guy P. Abramo	President and Chief Executive Officer (Principal Executive Officer)	April 16, 2024
<u>/s/ Thomas M. Spaeth</u> Thomas M. Spaeth	Chief Financial Officer (Principal Financial Officer)	April 16, 2024
<u>/s/ Laurie Blanton</u> Laurie Blanton	Chief Accounting Officer (Principal Accounting Officer)	April 16, 2024

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**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of October 28, 2021, by and between HireRight Holdings Corporation, a Delaware corporation (the "Company"), and Brian W. Copple (the "Executive").

WHEREAS, the Company desires to continue to employ the Executive, and the Executive desires to continue be employed by the Company, on the terms and conditions set forth herein, effective as of the Effective Date (as defined in Section 2).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Employment. On the terms and conditions set forth in this Agreement, the Company shall employ the Executive, and the Executive shall be employed by the Company, for the term set forth in Section 2 and in the position and with the duties set forth in Section 3.

2. Term. The term (the "Term") of the Executive's employment by the Company pursuant to this Agreement will (a) commence on the effective date (the "Effective Date") of the Company's registration statement on Form S-1 initially filed with the Securities and Exchange Commission on October 5, 2021 relating to the initial public offering of the Company's equity securities (the "IPO"); and (b) end on the date on which the Executive's employment terminates pursuant to Section 13 (the "Termination Date"). Notwithstanding the foregoing, the effectiveness of this Agreement is subject to the consummation of the IPO, and this Agreement will be void ab initio and of no force and effect if the IPO is not consummated.

3. Position and Duties. The Executive will serve as General Counsel and Corporate Secretary of the Company, with such duties and responsibilities as the board of directors of the Company (the "Board") and the Chief Executive Officer of the Company may from time to time determine and assign to the Executive. The Executive shall report directly to the Chief Executive Officer. The Executive agrees to serve without additional compensation, if elected or appointed thereto, as a director or manager and in one or more executive offices of any member of the Company Group, provided that the Executive is indemnified for serving in any and all such capacities on the same basis as is provided to other officers and directors of the Company Group. The Executive will devote the Executive's best efforts and full business time to the performance of the Executive's duties and the advancement of the business and affairs of the Company. "Company Group" means, collectively, the Company and its direct and indirect subsidiaries.

4. Place of Performance. In connection with the Executive's employment by the Company, the Executive will be based at the principal executive offices of the Company or at such other place as the Company and the Executive mutually agree. Executive will be required to travel (a) regularly to the Company's places of business and (b) otherwise as appropriate in the performance of Executive's duties.

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5. Compensation.

(a) Base Salary. The Company will pay to the Executive an annual base salary at the rate of \$390,000 per year effective October 31, 2021 (as may be increased from time to time, the "Base Salary"). The Base Salary will be reviewed for increases on the same basis as such salary reviews are made with respect to other executive officers of the Company, but will not be decreased. The Base Salary will be payable in accordance with the customary payroll practices of the Company.

(b) Annual Bonus. For each fiscal year that ends during the Term, the Executive will be eligible to earn an annual bonus (the "Annual Bonus") in a target amount equal to 60% of the Base Salary (as may be increased from time to time, the "Target Bonus"). The actual amount of the Annual Bonus, if any, earned for a fiscal year will be determined by the Board based on the achievement of specified Company and/or individual performance criteria, and may exceed or be less than the Target Bonus (and may be zero). The Target Bonus will be reviewed for increases on the same basis as such target bonus opportunity reviews are made with respect to other executive officers of the Company, but will not be decreased. The amount of the Annual Bonus, if any, earned for a fiscal year will be determined and paid on or before the time that annual bonuses are paid to other executives of the Company, but not later than March 31 of the following calendar year, subject to the Executive's employment through such payment date (except as may otherwise be provided in the Severance Plan (as defined in Section 14(b)).

(c) Equity Awards. The Executive will be eligible to participate in the Company's long-term incentive equity grant program as the Board determines in its discretion and in accordance with Company practices from time to time (each award granted to the Executive under such program, an "Equity Award").

(d) Other Benefits. The Executive will be entitled to participate in all of the employee benefit and fringe benefit plans and arrangements that are generally available to senior executives of the Company, on terms and conditions no less favorable to the Executive than those applying to other senior executives of the Company generally.

(e) Vacation; Holidays. The Executive will be entitled to all public holidays observed by the Company and vacation days in accordance with the applicable vacation policies in effect for senior executives of the Company, which will be taken at reasonable times. The Executive will be subject to the Company's policies as in effect from time to time regarding vacations and accrued time off. As of the Effective Time, such policies provide that the Executive must take vacation or personal time off on an ad hoc basis and is not entitled to any accrual thereof.

(f) Withholding Taxes and Other Deductions. To the extent required by law, the Company will withhold from any payments due the Executive under this Agreement any applicable federal, state or local taxes and such other deductions as are prescribed by law or Company policy.

6. Expenses. The Executive will be entitled to receive prompt reimbursement for all reasonable and customary expenses incurred by the Executive in performing services hereunder, provided that all such expenses are accounted for in accordance with the policies and procedures established by the Company.

7. Confidential Information; Intellectual Property.

(a) Confidential Information.

(i) The Executive acknowledges that the continued success of the Company Group depends upon the use and protection of a large body of confidential and proprietary information belonging to one or more members of the Company Group. All such confidential and proprietary information now existing or to be developed in the future will be referred to in this Agreement as "Confidential Information." Confidential Information will be interpreted as broadly as possible to include all information of any sort (whether merely remembered or embodied in a tangible or intangible form, and whether or not specifically labeled or identified as "confidential") that is (x) not publicly or generally known (but for purposes of clarity, Confidential Information will never exclude any such information that becomes known to the public because of the Executive's unauthorized disclosure) and (y) related to the Company Group's (including any of their predecessors' prior to being acquired by the Company) current or potential business, including, but not limited to, the information, observations, and data obtained by the Executive during the course of the Executive's service to the Company Group and its predecessors concerning the business and affairs of the Company Group and its predecessors concerning (A) acquisition opportunities in or reasonably related to the Company Group's business or industry of which the Executive becomes aware prior to or during the Term, (B) identities and requirements of, contractual arrangements with, and other information regarding the Company Group's employees (including personnel files and other information), suppliers, distributors, customers, independent contractors, third-party payors, providers, or other business relations and their confidential information, (C) internal business information, including development, transition, and transformation plans, methodologies and methods of doing business, strategic, staffing, training, marketing, promotional, sales, and expansion plans and practices, including plans regarding planned and potential sales, historical and projected financial information, budgets and business plans, risk management practices, negotiation strategies and practices, opinion leader lists and databases, customer service approaches, integration processes, new and existing programs and services, cost, rate, and pricing structures and terms, and requirements and costs of providing service, support, and equipment, (D) trade secrets, technology, know-how, compilations of data and analyses, operational processes, compliance requirements and programs, techniques, systems, formulae, research, records, reports, manuals, flow charts, documentation, models, data, and data bases, (E) computer software, including operating systems, applications, and program listings, (F) devices, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, photographs, reports, and all similar or related information (whether or not patentable and whether or not reduced to practice), (G) copyrightable works, (H) intellectual property of every kind and description and (I) all similar and related information in whatever form.

(ii) The Executive acknowledges that the Confidential Information obtained or learned by the Executive during the Term from the Company Group concerning its business or affairs is its property. Therefore, the Executive will not disclose to any unauthorized person or use for the Executive's own account any of such Confidential Information, whether or not developed by the Executive, without the Board's prior written consent, unless and to the extent that any Confidential Information (i) becomes generally known to and available for use by the public other than as a result of the Executive's acts or omissions to act, (ii) is required to be disclosed pursuant to any applicable law or court order, (iii) is disclosed in confidence to a federal, state or local government official or to an attorney solely to report or investigate a suspected violation of law, or (iv) is disclosed under seal in a complaint or other document filed in a lawsuit or other proceeding without fear of prosecution, liability or retaliation provided the Executive so discloses in strict adherence with 18 U.S.C. §1833. The Executive will take reasonable and appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft and agrees to deliver to the Company at the end of the Term, or at any other time the Company Group may request in writing, all copies and embodiments, in whatever form, of memoranda, notes, plans, records, reports, studies, and other documents and data, relating to the business or affairs of the Company Group (including, without limitation, all Confidential Information and Work Product) that the Executive may then possess or have under the Executive's control.

(b) **Intellectual Property.** The Executive acknowledges that all intellectual property, including all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, processes, programs, designs, analyses, drawings, reports, patent applications, copyrightable work, and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information, and all similar or related information (whether or not patentable) that relate to the Company Group's actual or anticipated business, research, and development or existing or future products or services and that are conceived, developed, contributed to, made, or reduced to practice by the Executive (whether alone or jointly with others) during the Term, including any of the foregoing that constitutes any proprietary information or records ("**Work Product**"), belong to the applicable member of the Company Group. Any copyrightable work prepared in whole or in part by the Executive in the course of the Executive's work for any of the foregoing entities will be deemed a "work made for hire" to the maximum extent permitted under copyright laws, and the Company will own all rights therein. To the extent any such copyrightable work or the intellectual property rights in the Work Product is not a "work made for hire," the Executive hereby assigns (with retrospective effect from the Effective Date) and agrees to assign to the applicable member of the Company Group all right, title and interest, including, without limitation, copyright and all other intellectual property rights, in and to such copyrightable work and other Work Product. The Executive will promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership by the Company Group (including, without limitation, assignments, consents, powers of attorney, and other instruments). ***To the extent state law where the Executive resides requires it, the Executive is notified that no provision in this Agreement requires the Executive to assign any of the Executive's rights to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the Executive's own time, unless (a) the invention relates at the time of conception or reduction to practice of the invention, (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work you performed for the Company.*** If the Executive has any inventions or improvements relevant to the Executive's work for the Company which were made, conceived, or first reduced to practice by the Executive (alone or with others) prior to becoming employed by the Company or its predecessor, in order to remove such inventions or improvements from the assignment provisions in this Section 7(b) the Executive is instructed to identify any and all such inventions or improvements on Schedule A attached hereto. If the Executive has no such inventions or improvements, the Executive is asked to initial in the box above the Executive's signature. If the Executive does not identify any such inventions or improvements on Schedule A, the Executive represents that there are no such inventions or improvements. If the Executive discloses, uses or incorporates any of the retained inventions specified in Schedule A into any product, service or other work product of the Company without the prior written agreement of the Company, the Executive thereby grants to the Company a perpetual, nonexclusive, royalty-free, fully paid up, irrevocable, worldwide license, including the right to sublicense others, to exercise all intellectual property rights and rights of publicity and/or privacy in such retained inventions which were the subject of such disclosure, use or incorporation without the prior written agreement with the Company.

(c) Conflict. In case of a conflict between this Section 7 and any obligations of the Executive under Company Group policies or any agreement between the Executive and any member of the Company Group, this Section 7 will control.

8. Non-Competition; Non-Solicitation.

(a) Non-Competition. The Executive acknowledges that the Executive's employment responsibilities provide the opportunity to be introduced to, become familiar with and learn information about the Company Group's Confidential Information and provides a competitive advantage to the Company Group, and that during employment the Executive will provide unique services to the Company Group. The Executive agrees further that given the nature of the Company Group's business, the Executive can provide services from virtually any geographic location. Therefore, during the Term, and for the balance of the Restricted Period if the Executive's employment terminates other than under Change-in-Control Circumstances, the Executive will not, individually or for or on behalf of any other person or entity, enter into or accept an employment position, provide services to, consult with, or engage in any other business arrangement with an organization or person that competes with, or that holds a non-passive investment in any company that competes with, the Company Group; provided that the Executive is not prohibited from engaging in passive investments of not more than 3% of the outstanding shares of, or any other equity interest in, any company or entity listed or traded on a national securities exchange or in an over-the-counter securities market.

(b) Non-Solicitation. During the Term, and for the balance of the Restricted Period if the Executive's employment terminates other than under Change-in-Control Circumstances, the Executive will not, individually or for or on behalf of any other person or entity, (i) directly or indirectly solicit, employ or retain, or have, cause or assist any other person or entity to solicit, employ or retain, any person who is (or was during the preceding six months) employed or engaged by the Company Group or (ii) call on, solicit or service any customer, supplier, licensee, licensor, representative, agent or other business relation of the Company Group in order to induce or attempt to induce such person to cease doing business with, or reduce the amount of business conducted with the Company Group, or in any way interfere with the relationship between the Company Group and any such customer, supplier, licensee, licensor, representative, agent or business relation.

(c) Definitions. For purposes of this Section 8, "Restricted Period" means the period commencing on the Effective Date and ending on the first anniversary of the Termination Date; and "Change-in-Control Circumstances" has the meaning given to it in the Severance Plan.

(d) Employment Termination under Change-in-Control Circumstances. In case of termination of the Executive's employment under Change-in-Control Circumstances and for any reason other than termination by the Company for Cause, the restrictions set forth in this Section 8 will terminate on the Termination Date, provided that in any event for the duration of the Restricted Period the Executive may not engage in either the competitive activities described in Section 8(a) or in the solicitation activities described in Section 8(b) by or through the material use of any Confidential Information.

(e) Conflict. In case of a conflict between this Section 8 and any obligations of the Executive under Company Group policies or any agreement between the Executive and any member of the Company Group, this Section 8 will control.

9. Non-Disparagement. The Executive shall not disparage the Company Group, any of its products or practices, or any of its directors, officers, stockholders or affiliates (each in their capacities as such), either orally or in writing, at any time; *provided, however*, that the Executive may (a) confer in confidence with the Executive's spouse or legal representatives, (b) make truthful statements as required by law or when requested by a governmental, regulatory or similar body or entity, and (c) make truthful statements in the course of performing the Executive's duties to the Company.

10. Permitted Activities. Nothing in this Agreement will prohibit the Executive from reporting possible violations of federal or state law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the U.S. Equal Employment Opportunity Commission, the Congress and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive is not required to notify the Company that the Executive has made such reports or disclosures. Notwithstanding anything to the contrary contained herein, the Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of Confidential Information that (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document that is filed in a lawsuit or other proceeding. If the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the Company's Confidential Information to the Executive's attorney and use the Confidential Information in the court proceeding if the Executive (A) files any document containing the trade secret under seal and (B) does not disclose the Confidential Information, except as permitted by law or otherwise pursuant to court order.

11. Reasonableness of Restraints: Blue Pencil. The Executive has carefully read this Agreement and has given careful consideration to the restraints imposed upon the Executive by this Agreement, and acknowledges the necessity of such restraints for the reasonable and proper protection of the Company Group's Confidential Information, business strategies, employee and customer relationships and goodwill now existing or to be developed in the future. If a final and non-appealable judicial determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against the Executive, such provision(s) will not be rendered void but will be deemed modified to the minimum extent necessary to remain in full force and effect for the longest period and largest geographic area that would not constitute such an unreasonable or unenforceable restriction. However, notwithstanding the foregoing, the parties acknowledge that (i) during the Term the Executive may relocate and applicable law governing restrictive employment covenants may change, and (ii) it is the intent of the parties not to violate applicable law, and accordingly any covenants or restrictions herein are void to the extent they violate applicable law.

12. Injunctive Relief. The Executive acknowledges and agrees that if any of the provisions of Sections 7 through 9 are proven to have been violated by the Executive, the Company Group will immediately and irreparably be harmed, will not have an adequate remedy at law and will be entitled to seek immediate relief enjoining such violation or threatened violation (including, without limitation, temporary and permanent injunctions and/or a decree of specific performance) in any court or judicial body having jurisdiction over such claim, without the necessity of showing any actual damage or posting any bond or furnishing any other security.

13. Termination of Employment.

(a) Death. The Executive's employment hereunder will terminate upon the Executive's death.

(b) By the Company. The Company may terminate the Executive's employment hereunder under the following circumstances:

(i) The Company may terminate the Executive's employment hereunder for Disability. "Disability" means the Executive's substantial inability, due to a physical or mental condition, to perform essential functions of the Executive's position, with or without accommodation, for a period of three consecutive months or for shorter periods aggregating three months during any six-month period.

(ii) The Company may terminate the Executive's employment hereunder with Cause. Subject to Section 13(d), "Cause" means that the Executive: (A) is convicted of or pleads no contest to committing an act of fraud, embezzlement, theft, or any other act constituting a felony involving moral turpitude that manifestly indicates that the Executive is unfit for a role of substantial leadership responsibility; (B) willfully fails to perform the Executive's material duties as an employee more than 10 days after the Company gives the Executive written notice; or (C) willfully breaches any material obligations to the Company Group (i) under this Agreement or (ii) related to the failure to follow the Company Group's lawful policies. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote (which cannot be delegated) of not less than three-quarters of the Board at a meeting of the Board called and held for such purpose (and after 72 hours' notice of the Executive's right to appear and be heard before the Board's vote), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct set forth in such applicable clause specifying the details thereof.

(iii) The Company, in the sole discretion of the Board, may terminate the Executive's employment hereunder at any time other than for Disability or Cause, for any reason or for no reason at all.

(c) By the Executive. The Executive may terminate the Executive's employment hereunder at any time, with or without Good Reason. Subject to the notice requirements of Section 13(d), "Good Reason" means the occurrence of any of the following events without the Executive's written consent:

(A) the Company materially breaches this Agreement or any other legal or contractual obligation to the Executive in any material respect;

(B) the Executive's job duties, position, status, or reporting relationship (*i.e.* the position to which the Executive reports, not the individual) is materially reduced, and without limiting other instances, Good Reason is deemed to occur if, following a Change in Control (as defined in the Company's 2021 Omnibus Incentive Plan), the Executive does not have the same job duties, position, status, and reporting relationship with respect to the acquiror or Surviving Company or Parent Company (as defined in the Company's 2021 Omnibus Incentive Plan) following the Change in Control as the Executive had with respect to the Company before the Change in Control;

(C) the Company reduces the Base Salary or Annual Bonus target (but excluding discretionary supplemental bonuses, if any); or

(D) the Company requires the Executive to relocate the Executive's principal residence by more than 20 miles, or assigns duties to the Executive that are impracticable to perform without relocating the Executive's principal residence by more than 20 miles.

(d) Notice of Termination. Any termination of the Executive's employment by the Company for Cause or termination by the Executive for Good Reason will be communicated by written notice of termination to the other party hereto in accordance with Section 15. Any such notice of termination shall identify the event or factual basis for the claimed Cause or Good Reason and be sent to the other party within 45 days after the Company or the Executive, as the case may be, first has knowledge of the event or facts which give rise to Cause or Good Reason, with sufficient specificity to allow the Company or the Executive, as the case may be, to cure the event or facts. Cause or Good Reason as specified in such notice of termination will not exist unless the Executive fails to cure the event(s) or facts which the Company claims to give rise to Cause as alleged in the notice (or the Company fails to cure the event(s) or facts which the Executive claims to give rise to Good Reason as alleged in the notice), in either case within 30 days after receiving such notice (if the event(s) or facts are curable), and the Executive actually resigns the Executive's employment within 90 days after the end of such 30-day cure period, in the case of resignation for Good Reason, or the Company actually terminates the Executive's employment within 90 days after the end of such 30-day cure period, in the case of termination for Cause (provided that the 90-day resignation or termination period shall run from the date of the notice if the event(s) or facts giving rise to Cause or Good Reason are not curable).

(e) Termination of All Positions. Upon termination of the Executive's employment for any reason, the Executive will have been deemed to resign, as of the Termination Date or such other date requested by the Company, from the Executive's position on the Board, if applicable, and all committees thereof (and, if applicable, from the board of directors or similar governing bodies (and all committees thereof) of all other members of the Company Group) and from all other positions and offices that the Executive then holds with the Company Group.

14. Compensation Upon Termination.

(a) Accrued Obligations. If the Executive's employment hereunder is terminated for any reason, the Company will pay or provide the following accrued amounts (the "Accrued Obligations") to the Executive or to the Executive's estate (or as may be directed by the legal representatives of the estate), as the case may be, (x) not later than 30 days after the Termination Date in the case of the payments referred to in clause (i) below (or earlier as required by law), (y) at the time that such amount would otherwise be paid to the Executive but for such termination of employment in the case of the payment referred to in clause (ii) below, and (z) at the time when such payments are due in the case of the payments referred to in clause (iii) below:

(i) the Base Salary through the Termination Date;

(ii) other than following a termination of the Executive's employment by the Company for Cause or by the Executive without Good Reason, the Annual Bonus, if any, earned but not yet paid for the fiscal year preceding the fiscal year in which the Termination Date occurs;

(iii) to the extent not previously paid or provided, any other amounts or benefits required to be paid or provided as of the Termination Date or that the Executive is eligible to receive at the Termination Date in accordance with the terms of any plan, program, policy, practice, contract or agreement of the Company Group (other than any severance plan, program, policy, practice, contract or agreement); it being understood, however, that, unless otherwise specified elsewhere in this Agreement or in the other such plan, program, policy, practice, contract or agreement because of the nature of the termination, no amounts or benefits will vest as a result of the termination, and employee benefits will cease to accrue as of the Termination Date.



(b) Severance Plan. If the Company terminates the Executive's employment without Cause, or if the Executive terminates the Executive's employment for Good Reason, the Executive will be entitled to receive the payments and benefits (in addition to the Accrued Obligations) determined in accordance with, and subject to the terms and conditions set forth in, the HireRight Holdings Corporation U.S. Executive Severance Plan (the "Severance Plan"), provided that (i) the Executive is a Management Committee Employee as defined in the Severance Plan, (ii) the Service Condition described in Section 4(c) of the Severance Plan does not apply to the Executive, and (iii) the requirements of the Compliance Condition described in Section 4(b) of the Severance Plan are subject in all respects to this Agreement. The Executive is not required to mitigate amounts payable or benefits provided under the Severance Plan and the payments and benefits under the Severance Plan will not be reduced or offset in respect of any compensation or earnings from any subsequent employment or endeavor by the Executive. A copy of the Severance Plan as in effect on the date of this Agreement is attached as Exhibit 1 to this Agreement and in such form constitutes a contractual obligation of the Company to the Executive, which obligation will survive changes to, or termination of, the Severance Plan. Notwithstanding the foregoing, if at any time or from time to time the Severance Plan as in effect on the date of this Agreement is improved or replaced with more favorable severance arrangements made available to other Management Committee Employees, the Executive will be entitled to the benefits of such improved version of the Severance Plan or more favorable arrangements.

15. Notices. All notices, demands, requests or other communications required or permitted to be given or made hereunder will be in writing and will be delivered, emailed or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

(a) If to the Company:

HireRight Holdings Corporation  
100 Centerview Drive  
Suite 300  
Nashville, Tennessee 37214  
Attention: General Counsel

with a copy (which will not constitute notice) to: Chief Human Resources Officer;

(b) If to the Executive, to the Executive's most recent address on the payroll records of the Company;

or to such other address as may be designated by either party in a notice to the other. Each notice, demand, request or other communication that will be given or made in the manner described above will be deemed sufficiently given or made for all purposes three days after it is deposited in the U.S. mail, postage prepaid, or at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the answer back or the affidavit of messenger being deemed conclusive evidence of delivery) or at such time as delivery is refused by the addressee upon presentation.

16. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement will not affect the validity or enforceability of the other provisions of this Agreement, which will remain in full force and effect.

17. Survival. The provisions of Sections 7 through 9 will survive the termination of this Agreement and any termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder will survive any termination of this Agreement on the terms and conditions set forth herein.

18. Successors and Assigns.

(a) This Agreement is personal to the Executive and will not be assignable by the Executive without the prior written consent of the Company otherwise than by will or the laws of descent and distribution. This Agreement will inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement will inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor to all or substantially all of the business and/or assets of the Company or any party that acquires control of the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no succession had taken place. As used in this Agreement, "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

19. Advice of Counsel. Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that he has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel.

20. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement will be binding upon the parties hereto and will inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

21. Amendment; Waiver. This Agreement will not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

22. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, will not be deemed to be a part of this Agreement for any purpose and will not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

23. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of the Executive's primary residence.

24. Dispute Resolution; Venue; Attorneys' Fees and Costs. Any suit, action or proceeding brought by or against such party in connection with this Agreement will be brought in the state and federal courts of New Castle County, Delaware or, alternatively, the state and county of the Executive's primary residence, provided that if the Company brings any action or proceeding against the Executive in connection with this Agreement in Delaware, the Executive will be entitled to remove such action or proceeding to the state and county of the Executive's primary residence and the Company hereby consents to any such removal. Each party expressly and irrevocably consents and submits to the jurisdiction and venue of each such court in connection with any such legal proceeding, including to enforce any settlement, order or award, and such party agrees to accept service of process by the other party or any of its agents in connection with any such proceeding. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS RIGHTS OR OBLIGATIONS HEREUNDER. If the Executive brings an action to enforce or effect the Executive's rights under this Agreement and is successful in whole or part, the Company shall pay or reimburse the Executive for all costs and expenses incurred by the Executive in connection with such action, including without limitation the attorney's fees and costs incurred by counsel to the Executive.

25. Entire Agreement. This Agreement (together with the Severance Plan) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, including, without limitation, the letter agreement, dated as of June 1, 2018, by and between General Information Services and the Executive and any Confidentiality, Non-Solicitation and Proprietary Rights Agreement or other agreement addressing the same topics as Sections 7 and 8 of this Agreement.

26. Section 409A Compliance. It is the intent of this Agreement to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), so that none of the severance and other payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A of the Code, and this Agreement will be interpreted accordingly. The Executive’s right to a series of installment payments under this Agreement will be treated as a right to a series of separate payments within the meaning of Treas. Reg. § 1.409A-2(b)(2)(iii). The foregoing notwithstanding, the Company will in no event whatsoever be liable for any additional tax, interest or penalty incurred by the Executive as a result of the failure of any payment or benefit to satisfy the requirements of Section 409A of the Code. Notwithstanding any provision to the contrary in this Agreement, (a) no amount of nonqualified deferred compensation subject to Section 409A of the Code that is payable in connection with the termination of the Executive’s employment will be paid to the Executive unless the termination of the Executive’s employment constitutes a “separation from service” within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (b) if the Executive is deemed at the time of the Executive’s separation from service to be a “specified employee” for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent that delayed commencement of any portion of the termination benefits to which the Executive is entitled under this Agreement (after taking into account all exclusions applicable to such termination benefits under Section 409A) is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of the Executive’s termination benefits will not be provided to the Executive prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive’s “separation from service” with the Company (as such term is defined in the Department of Treasury Regulations issued under Section 409A) and (ii) the date of the Executive’s death; *provided* that upon the earlier of such dates, all payments deferred pursuant to this clause (b) will be paid to the Executive in a lump sum, and any remaining payments due under this Agreement will be paid as otherwise provided herein; (c) the determination of whether the Executive is a “specified employee” for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of the Executive’s separation from service will be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including, without limitation, Section 1.409A-1(i) of the Department of Treasury Regulations and any successor provision thereto); and (d) to the extent that any reimbursement of expenses or in-kind benefits constitutes “deferred compensation” under Section 409A of the Code, such reimbursement or benefit will be provided no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year. The amount of any in-kind benefits provided in one year will not affect the amount of in-kind benefits provided in any other year.

27. Section 280G of the Code. If there is a change of ownership or effective control or change in the ownership of a substantial portion of the assets of a corporation (within the meaning of Section 280G of the Code) and any payment or benefit (including payments and benefits pursuant to this Agreement) that the Executive would receive from the Company or otherwise (“Transaction Payment”) would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Company will cause to be determined, before any amounts of the Transaction Payment are paid to the Executive, which of the following two alternative forms of payment would result in the Executive’s receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (i) payment in full of the entire amount of the Transaction Payment (a “Full Payment”) or (ii) payment of only a part of the Transaction Payment so that the Executive receives the largest payment possible without the imposition of the Excise Tax (a “Reduced Payment”) and the Executive will be entitled to payment of whichever amount that will result in a greater after-tax amount for the Executive. For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company will cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, the reduction in payments and/or benefits will occur in the following order: (x) first, reduction of cash payments, in reverse order of scheduled payment date (or if necessary, to zero), (y) then, reduction of non-cash and non-equity benefits provided to the Executive, on a pro rata basis (or if necessary, to zero) and (z) then, cancellation of the acceleration of vesting of equity award compensation in the reverse order of the date of grant of the Executive’s equity awards.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which will be deemed to constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first hereinabove written.

**HIRERIGHT HOLDINGS CORPORATION:**

By: \_\_\_\_\_  
Name: Guy P. Abramo  
Title: President and CEO

**THE EXECUTIVE:**

/s/ Brian W. Copple  
\_\_\_\_\_  
Brian W. Copple

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**Schedule A**

**Retained Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment (which includes my acting as a consultant or part-time employee) by the Company or its predecessors which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company or its predecessors:

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**Initial in box if No Retained Inventions**

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Executive's signature

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**Exhibit 1**

**HireRight Holdings Corporation  
U.S. Executive Severance Plan**

*See attached*

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**Amendment to MOIC Options**

This Amendment to MOIC Options (this “**Amendment**”) is entered into as of March 19, 2022 by and between HireRight Holdings Corporation (the “**Company**”), successor to HireRight GIS Group Holdings, LLC (“**HGGH**”), and Brian W. Copple (“**Optionee**”).

- A. The Company and Optionee are parties to that certain Equity Incentive Plan Award Agreement dated December 3, 2018 (the “**Option Agreement**”), pursuant to which HGGH issued to Optionee options to purchase (i) up to 1,369,401 units of HGGH with vesting based solely on continued service (the “**Time-Based Options**”), and (ii) up to 1,369,401 units of HGGH with vesting contingent upon attainment of certain specified levels of cash return to the Company’s original investors on their investments in HGGH (the “**Performance-Based Options**” and together with the Time-Based Options, the “**Options**”).
- B. In October 2021, HGGH converted into the Company, and as a result of the Conversion the Options became options for shares of the Company’s common stock. Subsequently the Company implemented a one-for-15.969236 reverse stock split, and as a result, the Options currently cover 171,504 shares of the Company’s common stock, split evenly between the Time-Based Options and the Performance-Based Options.
- C. The minimum level of cash return to the Company’s original investors on their investments in HGGH required to commence vesting of the Performance-Based Options has not been attained, and accordingly the Performance-Based Options remain entirely unvested.
- D. The Compensation Committee of the Company’s Board of Directors deems it appropriate for purposes of motivation and retention of Optionee to amend the Performance-Based Options as set forth herein, and Optionee desires such amendment.

Therefore, in consideration of the foregoing, the Company and Optionee hereby agree as follows:

1. All references in the Option Agreement to “Time-Based Options” are hereby modified to “Tranche 1 Options,” and all references in the Option Agreement to “Performance-Based Options” are hereby modified to “Tranche 2 Options,” provided that the reference to “Time-Based Options” in Section 4(c) is hereby modified to “Tranche 1 Options and Tranche 2 Options,” and Section 4(c) is hereby modified to incorporate the definition of “Trigger Event” from Section 4(b).
2. The introductory portion of Section 4 of the Option Agreement preceding Section 4(a) is hereby deleted in its entirety and replaced with the following:
3. Section 4(b) Performance-Based Options of the Option Agreement is hereby deleted in its entirety and replaced with the following:
4. Vesting. The Option shall initially be unvested. Subject to Section 4(c), fifty percent (50%) of the Option shall vest as set forth in Section 4(a) herein (the “Tranche 1 Options”), and the remaining fifty percent (50%) of the Option shall vest as set forth in Section 4(b) herein (the “Tranche 2 Options”).

(b) Tranche 2 Options: The Tranche 2 Options shall become vested in 12 installments, as follows:

Vesting Date	Cumulative Vesting Percentage
March 31, 2022	8.33%
June 30, 2022	16.66%
September 30, 2022	25.0%
December 31, 2022	33.33%
March 31, 2023	41.66%
June 30, 2023	50.0%
September 30, 2023	58.33%
December 31, 2023	66.66%
March 31, 2024	75%
June 30, 2024	83.33%
September 30, 2024	91.66%
December 31, 2024	100%

provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable vesting date.

4. For purposes of the Optionee's severance entitlements, all of the Options will be considered to vest based upon the passage of time during continued employment without specific performance requirements.

5. Except as set forth in this Amendment, the Options will continue in effect according to the Option Agreement.

The Company and Optionee hereby agree to the foregoing Amendment.

**HireRight Holdings Corporation**

By: /s/ Guy P. Abramo

Name: Guy P. Abramo

Title: Chief Executive Officer

/s/ Brian W. Copple

**Optionee**

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**HIRERIGHT HOLDINGS CORPORATION**  
**2021 OMNIBUS INCENTIVE PLAN**

**STOCK OPTION GRANT NOTICE FOR**  
**2022 OPCO AEBITDA AWARDS**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of an Option Award as described below (the “**Option**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The Option gives the Participant the right to purchase the number of shares (each a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to the Option as set forth below at the exercise price set forth below and subject to vesting as set forth below.

The Option is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the Option but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between this Notice and the Plan, the Plan controls.

By acceptance of the Option, and also through performance of the vesting requirements and by exercising the Option, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice have the meanings given to them in the Plan.

**1. The Option**

<b>Participant Name:</b>	Brian Copple
<b>Number of Shares Subject to Option:</b>	123,031
<b>Grant Date:</b>	March 23, 2022
<b>Type of Option:</b>	Nonstatutory Stock Option
<b>Exercise Price:</b>	\$15.54 per share

**Expiration Date:** Subject to Section 7(c) of the Plan, any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate of the Company (such agreement, letter or plan, a “**Separate Arrangement**”), and subject to earlier termination as described below, the Option will expire and cease to be exercisable on the tenth anniversary of the Grant Date (the “**Expiration Date**”). The Company is not responsible for providing to the Participant any notice or reminder of the impending expiration of the Option, and doing so at any time for the Participant or any other Plan participant does not obligate the Company to do so at any other time.

**Exercise:** The Option may be exercised only to the extent vested. Exercise is effected by the Participant’s delivery of written notice to the Company in the form and manner directed by the Company or its stock plan administrator and specifying the exercise date and number of Shares to be purchased, together with payment of the exercise price for the Shares purchased and provision for payment of applicable taxes, in each case in cash or such other method of payment as the Company, in its discretion, may allow.

**Qualification and Vesting:** The Option will become exercisable only if and to the extent that it becomes a Qualified Option and vests as described below. Subject to any vesting acceleration provisions applicable to the Options contained in the Plan and/or any Separate Arrangement:

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**Definitions:**

“**2022 AEBITDA**” is adjusted EBITDA for the Company’s 2022 fiscal year as announced by the Company on the Determination Date.

The “**Determination Date**” is the date the Company issues its earnings release for the fiscal 2022 fourth quarter and full year.

“**Qualified Option**” means any portion of the Option that is considered qualified as of the Determination Date.

The “**Vesting Dates**” are the first and second anniversaries of the Determination Date.

**Qualification through 2022 AEBITDA:**

If 2022 AEBITDA is less than \$190 million, then as of the Determination Date the Option will lapse in its entirety without further consideration.

If 2022 AEBITDA is \$200 million or more, then as of the Determination Date the Option will become a Qualified Option with respect to all Shares subject to the Option.

If 2022 AEBITDA is \$190 million or more but not more than \$200 million, then as of the Determination Date (i) the Option will become a Qualified Option with respect to a portion of the Shares subject to the Option, such portion calculated as the product of the total number of Shares subject to the Option and a fraction, the numerator of which is the amount by which 2022 AEBITDA exceeds \$190 million and the denominator of which is \$10 million; and (ii) the Option will lapse without further consideration with respect to any Shares subject to the portion of the Option that does not become a Qualified Option.

**Vesting through Continued Service:**

Except as otherwise set forth herein or in any Separate Arrangement, the Qualified Option will vest on the first scheduled Vesting Date (i.e., the first anniversary of the Determination Date) with respect to 50% of the Shares subject to the Qualified Option, and on the second scheduled Vesting Date (i.e., the second anniversary of the Determination Date) with respect to the remaining 50% of the Shares subject to the Qualified Option, provided, however, that:

(i) vesting is subject to the Participant’s continuous status as an Eligible Person from the Grant Date to the scheduled Vesting Date, and cessation of the Participant’s continuous status as an Eligible Person for any or no reason before the Option vests in full will result in cessation of vesting and lapse of the Option without further consideration with respect to Shares subject to the Option but not vested;

(ii) no vesting will occur before the first scheduled Vesting Date;

(iii) vesting will occur only on scheduled Vesting Dates, without any ratable vesting for periods of time between Vesting Dates;

(iv) once the Option becomes a Qualified Option, vesting of the Qualified Option will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended will be added to the end of the originally scheduled vesting period[s] during which vesting was suspended and the corresponding vesting date[s] will be delayed accordingly, to give Participant an opportunity to vest in the Shares subject to the Qualified Option that would have vested during the period that vesting was suspended by working for an additional period of time equal to the period that vesting was suspended. However, in no case will the vesting period extend beyond the Expiration Date;

(v) under all circumstances, the vesting of the Option shall be subject to the satisfaction of the Participant's obligations as set forth in Section 6 of this Notice; and

(vi) if the number of Shares subject to the Qualified Option is odd, then the number of Shares with respect to which the Qualified Option shall become vested on the first scheduled Vesting Date shall be rounded up to the nearest whole Share, and the number of Shares with respect to which the Qualified Option shall become vested on the second scheduled Vesting Date shall be rounded down to the nearest whole Share.

## **2. Termination of Service and Acceleration.**

(a) If the Participant's status as an Eligible Person ceases as a result of the Participant's resignation without "Good Reason" or dismissal for "Cause" (as those terms are defined in the Participant's employment agreement), then the Option will lapse without further consideration at the time of cessation with respect to underlying Shares as to which the Option has neither vested nor lapsed at the time of such cessation, whether or not the Option is a Qualified Option.

(b) If the Participant's status as an Eligible Person ceases as a result of the Participant's resignation with Good Reason or dismissal without Cause, then (i) the Option will immediately vest with respect to any of the underlying Shares as to which the Option is a Qualified Option; and (ii) the Option will remain outstanding with respect to any of the underlying Shares as to which the Option has not lapsed or vested and is not a Qualified Option until (a) the Option becomes a Qualified Option with respect to such Shares, at which time the Option will immediately vest as to such Shares, or (b) the Option lapses with respect to such Shares according to its terms.

(c) If the Company undergoes a Change in Control (as defined in the Plan), the Option will immediately vest with respect to all of the underlying Shares as to which the Option has not lapsed or vested at the time of the Change in Control, whether or not the Participant's employment terminates in connection with the Change in Control.

(d) For purposes of the Participant's severance entitlements, any Qualified Option will be considered to be an outstanding equity award issued to the Participant that, by its terms, vests based upon the passage of time during continued employment without specific performance requirements.

(e) Except as otherwise provided in the vesting schedule set forth above or in a Separate Arrangement, if the Participant's continuous status as an Eligible Person ceases at any time for any reason, the Participant (or in the case of the Participant's death, the Participant's heirs or estate) may exercise the Option to the extent it is vested at the time of, or becomes vested as a result of, termination of the Participant's continuous status as an Eligible Person and not previously exercised, until the earlier of (x) the Expiration Date or (y) the close of business on the 90th day after termination of the Participant's continuous status as an Eligible Person, or the first anniversary of such termination if such termination is due to the Participant's death or Disability, and after the Expiration Date or the 90th day after or first anniversary of such termination, as the case may be, the Option will terminate and be forfeited at no cost to the Company and the Participant will have no further rights with respect thereto.

(f) Notwithstanding the foregoing, if on the date that the then-vested portion of the Option otherwise would terminate pursuant to clause (y) of Section 2(e), (i) the Exercise Price of the Option is less than the Fair Market Value of a share of Common Stock and (ii) trading in the shares of Common Stock is prohibited pursuant to the Company's insider-trading policy or a Company-imposed "blackout period," such portion of the Option will remain exercisable until the 30th day following the expiration of such prohibition (but in no event later than the tenth anniversary of the Grant Date, unless allowing such portion of the Option to remain exercisable beyond such tenth anniversary would not violate Section 409A of the Code).

### 3. Tax Consequences, Withholding, and Liability.

(a) The Participant may suffer adverse tax consequences as a result of the grant, vesting or exercise of the Option and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the Option and Shares are complicated and depend, in part, on Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR NON-U.S. JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the Option and by its exercise, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the Option and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company nor any of its employees, counsel, or agents has provided to the Participant, and the Participant has not relied upon from the Company or any of its employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, vesting and exercise of the Option or the value of the Company or the Options or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the receipt, vesting and exercise of the Option and sale or transfer of any Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the receipt, ownership and/or vesting of the Option, the issuance of Shares upon exercise of the Option, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Affiliates will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant's actual income tax liabilities and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or its Affiliate of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or its Affiliate, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any Shares or any interest therein unless and until the Participant has satisfied this obligation.

4. **No Guarantee of Continued Service.** THE VESTING OF THE OPTION PURSUANT TO THE VESTING SCHEDULE APPLICABLE THERETO IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR THE AFFILIATE OR SUBSIDIARY EMPLOYING OR RETAINING THE PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED OR BEING GRANTED THE OPTION. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE OPTION DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE AFFILIATE OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE THE PARTICIPANT'S CONTINUOUS SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

5. **Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this Option; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving the Option and Shares issued upon exercise of the Option; (iv) receipt of the Option and any Shares issued upon exercise is voluntary and the Participant is accepting the Option and any Shares issued upon exercise freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the Option or Shares issuable upon exercise, or any tax or other effects or implications of the Option, its exercise, receipt of Shares, or other matters contemplated by the Option.

6. **Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.** As a condition to receipt of the Option and issuance of Shares as a result of exercise, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so. If the Participant's employment or service is terminated for Cause, or if the Participant, without the written consent of the Company, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate of the Company while employed by or providing services to the Company or any Affiliate of the Company, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company, or Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting and/or exercise of the Option and/or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate the Option to the extent not exercised and will have no obligation to issue any Shares in respect of the terminated Option or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the exercise of the Option or the sale or other transfer of Shares acquired pursuant to the Option.

7. **Restrictions on Transfer.** Except as otherwise provided in the Plan, the Option shall be exercisable only by the Participant during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered other than by will or by the laws of descent and distribution. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares issued upon the exercise of the Option, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

8. **Additional Agreements of Participant.**

(a) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Option or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to administration of this Notice, the Option and the Shares through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(b) **Personal Information.** To facilitate the administration of the Plan and any successor plan and the terms of this Notice, it may be necessary for the Company and its administrators to collect, hold and process certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title, any shares of Common Stock owned, relationship to the Company, details of all awards issued under the Plan or any predecessor or successor plan or any other entitlement to shares of Company Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("**Data**") and to transfer this Data to certain third parties such as transfer agents, stock plan administrators, and brokers with whom the Participant or the Company may elect to deposit any Shares. Participant hereby consents to the collection, use and transfer, in electronic or other form, of the Participant's Data for the exclusive purposes of implementing, administering and managing Participant's participation in the Plan and any predecessor and successor plan and handling of Common Stock issued pursuant to the Plan. The Participant understands that Data will be transferred to the Company's transfer agent, broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan and any predecessor and successor plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company's broker, administrative agents, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan or any predecessor or successor plan to receive, possess, use, process, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan or any predecessor or successor plan and handling of Common Stock issued pursuant to the Plan. The Participant understands that Data will be held only as long as is necessary for this purpose. The Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Company will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant Options or other equity awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or any successor plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.



(c) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 8(c) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 8. (d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

## 9. **General.**

(a) No Waiver; Remedies. Either party’s failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party’s right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection to the Option.

(e) Governing Law; Severability. This Notice is governed by the internal substantive laws, but not the choice of law rules, of Delaware. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(f) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between Participant and the Company with respect to the Option and the Shares issuable upon exercise of the Option and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 23, 2022

**HIRERIGHT HOLDINGS CORPORATION**

By: /s/ Brian W. Copple  
Name: Brian W. Copple  
Title: Secretary

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**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT GRANT NOTICE FOR  
2022 OPCO AEBITDA AWARDS**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between this Notice and the Plan, the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

<b>Participant Name:</b>	Brian Copple
<b>Number of Restricted Stock Units:</b>	89,285
<b>Grant Date:</b>	March 23, 2022

**Qualification and Vesting:** The RSUs are divided into two tranches, referred to as the “**Tranche 1 RSUs**” and the “**Tranche 2 RSUs**,” each consisting of half of the total number of RSUs. Subject to the Notice and any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), and subject to any acceleration provisions in the Plan, the RSUs shall vest as follows:

**Definitions:**

“**2022 AEBITDA**” is adjusted EBITDA for the Company’s 2022 fiscal year as announced by the Company on the Determination Date.

The “**Determination Date**” is the date the Company issues its earnings release for the fiscal 2022 fourth quarter and full year.

“**Qualified RSUs**” are any RSUs that are considered qualified as of the Determination Date but that are not yet vested.

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The “Vesting Dates” are the first and second anniversaries of the Determination Date.

**Qualification through 2022 AEBITDA:**

If 2022 AEBITDA is less than \$190 million, then as of the Determination Date all of the RSUs will lapse without further consideration.

If 2022 AEBITDA is \$205 million or more, then as of the Determination Date all of the RSUs will become Qualified RSUs.

If 2022 AEBITDA is \$190 million or more but not more than \$200 million, then as of the Determination Date (i) the Tranche 2 RSUs will lapse without further consideration; (ii) a portion of the Tranche 1 RSUs will become Qualified RSUs, such portion calculated as the product of the total number of Tranche 1 RSUs and a fraction, the numerator of which is the amount by which 2022 AEBITDA exceeds \$190 million and the denominator of which is \$10 million; and (iii) any Tranche 1 RSUs that do not thus become Qualified RSUs will lapse without further consideration.

If 2022 AEBITDA is more than \$200 million, then as of the Determination Date (i) in addition to all of the Tranche 1 RSUs becoming Qualified RSUs, a portion of the Tranche 2 RSUs will become Qualified RSUs, such portion calculated as the product of the total number of Tranche 2 RSUs and a fraction, the numerator of which is the amount by which 2022 AEBITDA exceeds \$200 million and the denominator of which is \$5 million; and (ii) any Tranche 2 RSUs that do not thus become Qualified RSUs will lapse without further consideration.

**Vesting through Continued Service**

Except as otherwise set forth herein or in any Separate Arrangement, 50% of the Qualified RSUs will vest on the first scheduled Vesting Date (i.e., the first anniversary of the Determination Date), and the remaining 50% of the Qualified RSUs will vest on the second scheduled Vesting Date (i.e., the second anniversary of the Determination Date), provided, however, that:

(i) vesting is subject to the Participant’s continuous status as an Eligible Person from the Grant Date to the scheduled Vesting Date, and cessation of the Participant’s continuous status as an Eligible Person for any or no reason before the RSUs vest in full will result in cessation of vesting and lapse without further consideration of the RSUs that have not then vested;

(ii) no vesting will occur before the first scheduled Vesting Date;

(iii) vesting will occur only on scheduled Vesting Dates, without any ratable vesting for periods of time between Vesting Dates;

(iv) once the RSUs become Qualified RSUs, vesting of the Qualified RSUs will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended will be added to the end of the originally scheduled vesting period[s] during which vesting was suspended and the corresponding Vesting Date[s] will be delayed accordingly, to give the Participant an opportunity to vest in the Qualified RSUs that would have vested during the period that vesting was suspended by working for an additional period of time equal to the period that vesting was suspended;

(v) under all circumstances, the vesting of the RSUs shall be subject to the satisfaction of the Participant’s obligations as set forth in Section 7 of this Notice; and

(vi) if the number of Qualified RSUs is odd, then the number of Qualified RSUs that shall become vested on the first scheduled Vesting Date shall be rounded up to the nearest whole Share, and the number of Qualified RSUs vesting on the second scheduled Vesting Date shall be rounded down to the nearest whole Share.

## 2. Vesting of RSUs and Payment of Shares.

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the Vesting Date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death.

It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

**3. Termination of Service and Acceleration.** Subject to vesting if and as provided by any Separate Arrangements:

(a) If the Participant's status as an Eligible Person ceases as a result of the Participant's resignation without "Good Reason" or dismissal for "Cause" (as those terms are defined in the Participant's employment agreement), any of the RSUs that have neither vested nor lapsed at the time of such cessation, whether or not the RSUs are Qualified RSUs, will lapse without further consideration at the time of cessation.

(b) If the Participant's status as an Eligible Person ceases as a result of the Participant's resignation with Good Reason or dismissal without Cause, then (i) any Qualified RSUs will immediately vest; and (ii) any of the RSUs that are not Qualified RSUs will remain outstanding until they (a) become Qualified RSUs, at which time they will immediately vest, or (b) lapse according to their terms.

(c) If the Company undergoes a Change in Control (as defined in the Plan), all of the RSUs that have not lapsed or vested at the time of the Change in Control will immediately vest whether or not the Participant's status as an Eligible Person ceases in connection with the Change in Control.

(d) For purposes of the Participant's severance entitlements, Qualified RSUs will be considered to be outstanding equity awards issued to the Participant that, by their terms, vest based upon the passage of time during continued employment without specific performance requirements.

**4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR NON-U.S. JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company nor any of its employees, counsel, or agents has provided to the Participant, and the Participant has not relied upon from the Company or any of its employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Affiliates will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant's actual income tax liabilities and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or its Affiliate of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or its Affiliate, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

"**Cashless Settlement**" means the Applicable Percentage of the Shares issuable pursuant to the RSUs vesting on that date will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

"**Net Settlement**" means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

"**Applicable Percentage**" means the combined federal and, if applicable, state and local maximum withholding rates applicable to the Participant with respect to the Shares issuable pursuant to RSU vesting on that date.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service.** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR THE AFFILIATE OR SUBSIDIARY EMPLOYING OR RETAINING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE AFFILIATE OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.** As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement. If the Participant's employment or service is terminated for Cause, or if the Participant, without the written consent of the Company, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate of the Company while employed by or providing services to the Company or any Affiliate of the Company, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares.



**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Additional Agreements of Participant.**

(a) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

(b) Personal Information. To facilitate the administration of the Plan and any successor plan and the terms of this Notice, it may be necessary for the Company and its administrators to collect, hold and process certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title, any shares of Common Stock owned, relationship to the Company, details of all awards issued under the Plan or any predecessor or successor plan or any other entitlement to shares of Company Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("**Data**") and to transfer this Data to certain third parties such as transfer agents, stock plan service providers, and brokers with whom the Participant or the Company may elect to deposit any Shares. Participant hereby consents to the collection, use and transfer, in electronic or other form, of the Participant's Data for the exclusive purposes of implementing, administering and managing Participant's participation in the Plan and any predecessor and successor plan and handling of Common Stock issued pursuant to the Plan. The Participant understands that Data will be transferred to the Company's transfer agent, broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan and any predecessor and successor plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company's broker, administrative agents, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan or any predecessor or successor plan to receive, possess, use, process, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan or any predecessor or successor plan and handling of Common Stock issued pursuant to the Plan. The Participant understands that Data will be held only as long as is necessary for this purpose. The Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Company will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant RSUs or other equity awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or any successor plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

(c) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 9(c) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 9.

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

#### 10. General.

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law; Severability. This Notice is governed by the internal substantive laws, but not the choice of law rules, of Delaware. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(f) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 23, 2022

**HIRERIGHT HOLDINGS CORPORATION**

By: /s/ Brian W. Copple

Name: Brian W. Copple

Title: Secretary

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**HireRight GIS Group Holdings LLC  
Equity Incentive Plan  
Award Agreement**

December 3, 2018

Guy P. Abramo

Re: Option Award

Dear Guy:

I am pleased to inform you that HireRight GIS Group Holdings LLC (the "Company"), hereby grants to you, pursuant to and subject to all of the terms and conditions of its Equity Incentive Plan (the "Plan"), an option (the "Option") to purchase, subject to vesting as described below, the number of Units set forth below at the exercise price per Unit set forth below, effective on the date hereof (the "Date of Grant"). The Option shall terminate at 11:59 p.m. on the tenth (10<sup>th</sup>) anniversary of the Vesting Commencement Date, subject to earlier termination in accordance with the Plan or this Option (the "Termination Date"). Capitalized terms not otherwise defined in this Award Agreement have the meanings given such terms in the Plan. The terms and conditions of the Plan are herein incorporated by reference.

The key terms of the Option are as follows:

1. Vesting Commencement Date: January 15, 2018
2. Number of Units: 18,258,679
3. Exercise Price: \$1.00 per Unit
4. Vesting. The Option shall initially be unvested. Subject to Section 4(c), fifty percent (50%) of the Option shall vest based solely on continued service as set forth herein (the "Time-Based Options"), and the remaining fifty percent (50%) of the Option shall vest based on both performance and service vesting conditions (the "Performance-Based Options"), as follows:
  - (a) Time-Based Options: The Time-Based Options shall become vested in 13 installments, as follows:

<u>Vesting Date</u>	<u>Cumulative Vesting Percentage</u>
January 15, 2019	25%
April 15, 2019	31.25%
July 15, 2019	37.50%
October 15, 2019	43.75%
January 15, 2020	50%
April 15, 2020	56.25%
July 15, 2020	62.50%
October 15, 2020	68.75%
January 15, 2021	75%
April 15, 2021	81.25%
July 15, 2021	87.50%
October 15, 2021	93.75%
January 15, 2022	100%

provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable vesting date.

- (b) Performance-Based Options: The Performance-Based Options shall become vested as follows, subject to you remaining continuously employed by or continuing to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable date of such event:
- i. When and if MOIC reaches 1.75X, the Performance-Based Options will become vested with respect to fifty percent (50%) of the underlying Units (the "Cliff Portion Percentage"). If and as MOIC increases from 1.75X to 2.5X, the Performance-Based Options will become vested with respect to a portion of the underlying Units calculated as the product of (A) 1 – the Cliff Portion Percentage *multiplied by* (B)  $(\text{MOIC} - 1.75) / .75$ , with full vesting of the Performance-Based Options when and if MOIC reaches 2.5X.
  - ii. Upon the occurrence of a Sponsor Exit that is also a Sale of the Company as defined in the LLC Agreement described in Section 5 below (such collective occurrence referred to herein as a "Trigger Event"), the Performance-Based Options shall, regardless of MOIC, become vested with respect to forty percent (40%) of the underlying Units, but only if, giving effect to the Trigger Event, a MOIC of less than 1.75X has been realized.

If a Trigger Event occurs before the Termination Date, then any portion of the Performance-Based Options that has not previously vested and become exercisable and does not vest and become exercisable as a result of such Trigger Event, will be forfeited and no longer remain outstanding upon completion of such Trigger Event; it being understood that to the extent the consideration payable in connection with such Trigger Event includes cash amounts held in escrow or that may be paid by the purchaser contingent upon future events, holders of Performance-Based Options shall be entitled to their pro rata share of such escrowed or contingent cash consideration when, as and if it is released to the extent of their Option Unit holdings, giving effect to such release of proceeds. Notwithstanding, but without otherwise limiting, Section 12(b) of the Plan, a Sponsor Exit that is not part of a Trigger Event will not result in forfeiture of unvested Performance-Based Options, but any Performance-Based Options that remain unvested after all opportunities for vesting thereof have been exhausted, will be forfeited and no longer remain outstanding.

For purposes hereof, “MOIC” means, as of any date of determination, as calculated by the Board, (x) the total pre-tax cash-on-cash equity return actually realized by the Sponsors and their affiliates in respect of their aggregate equity investments and any other capital contributions in the Company at such time, divided by (y) the aggregate equity investments and any other capital contributions made by the Sponsors or their affiliates in the Company or its affiliates, including, for the avoidance of doubt, capital contributions made by a Sponsor or its affiliates in Genuine Information Holdings LLC or its affiliates on or after January 26, 2017. Achievement of the MOIC will be calculated by the Board after giving effect to the dilution from the vesting of the Option and all other Awards issued and outstanding under the Plan and any transaction or other similar fees, in any case that reduce the cash return that would otherwise be realized by the Sponsors. It is recognized that the MOIC associated with a particular cash return that has been achieved as of a particular time will diminish if the Sponsors make additional equity investments in the Company after achieving that cash return; accordingly, vesting that results from attained levels of MOIC will not be affected by subsequent reduction of MOIC, but additional MOIC-based vesting will not occur until previous levels of MOIC that caused vesting are exceeded. If a Sponsor transfers some or all of its equity in the Company before vesting in full or termination of the Performance-Based Options, then, to the extent such transfer is made before a Public Offering (as defined in the LLC Agreement) to a single buyer or group of affiliated buyers in a single transaction or group of related transactions and is not part of a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any (a “Qualifying Transfer”), calculation of MOIC for that Sponsor until a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any, shall be a cumulative calculation for the Sponsor and successor holder[s] of the Sponsor’s equity investment in the Company through Qualifying Transfers. Thus, for example, if Sponsor A made an initial equity investment of \$100 in the Company and later sold all of that equity investment in the Company in a Qualifying Transfer to Buyer A for \$150, and Buyer A then sold the entire investment for \$250 in a subsequent sale of the Company constituting a Trigger Event that resulted in forfeiture of unvested Performance-Based Options, the MOIC with respect to Sponsor A’s equity investment in the Company would be 2.5X (*i.e.* \$50 return realized by Sponsor A and a \$100 return realized by Buyer A, together with return of Sponsor A’s initial \$100 investment).

- (c) Acceleration. Notwithstanding the foregoing, the Time-Based Options shall become vested in their entirety upon the occurrence of a Trigger Event, provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries to the effective time of such Trigger Event or your employment is terminated without Cause and in connection with, but before the effective time of, the Trigger Event; it being understood that if the Trigger Event occurs pursuant to a definitive agreement and your employment is terminated prior to the entry into that definitive agreement, it shall not be deemed to be in connection with such Trigger Event. The vesting that results from a Trigger Event shall be subject to but effective immediately prior to the consummation of the Trigger Event.

5. Exercise. Only the vested portion of the Option may be exercised and the Option may be exercised only for whole Units. The Option may be exercised only before its termination, which will be accelerated upon termination of your service with the Company as described in Section 6(b) of the Plan. In order to exercise the Option, you must deliver written notice to the Company of your intention to exercise, setting forth the number of whole Units with respect to which the Option is to be exercised, along with payment, in cash (certified check or bank draft) or as an electronic funds transfer to the Company, of the exercise price and applicable withholding taxes. As a condition to the exercise of the Option, you must also become a party to the Limited Liability Agreement of the Company, or the limited liability agreement or stockholders agreement of any successor to the Company (the “LLC Agreement”), if then still in effect, which contains certain restrictions relating to the Option Units.

6. Representations.

- (a) You understand that the Units to be received upon exercise of the Option (or other equity of a successor to the Company issued upon exercise of the Option) ("Option Units") have not been, and may not be, registered under the Securities Act and other applicable Securities Laws and, accordingly, the Option is being granted to you only pursuant to exemptions from registration under the Securities Act and applicable Securities Laws. You understand that the Company does not anticipate registering the Option Units, and you acknowledge that the Company has not made any representations that it will register the Option Units under the Securities Act or any other applicable Securities Laws.
  - (b) You understand and agree that, unless the Company has filed a registration statement on Form S-8 under the Securities Act covering the Option Units, the Option Units will constitute "restricted securities" under the Securities Act and may not be pledged, re-offered or resold in the United States or to, or for the account or benefit of U.S. persons, except in transactions exempt from, or not subject to, the registration requirements of the Securities Act and as may permitted under the LLC Agreement.
  - (c) You understand that the Option and Option Units may not be transferred, sold, disposed of, or encumbered except in limited circumstances in accordance with the Plan and the LLC Agreement, and there is not any current, or anticipated market for the Option Units.
7. Restrictions; Forfeiture; Other Relief. You acknowledge and agree, that in the event that you engage in any Restricted Activity during the term of your employment with the Company or its Subsidiaries or at any time during the twelve (12) month period following your termination of employment for any reason, or otherwise engage in misconduct as described in Section 14(e) of the Plan, then in addition to any other remedy which may be available at law or in equity to the Company, the Option shall at the discretion of the Board be forfeited effective as of the date on which such violation first occurs, and, in the event that any Units were acquired upon the exercise of the Option and/or you received any profit on the sale of any such Units, in each case, during the period beginning one year prior to the date of such activity, then such Units shall immediately be forfeited and returned to the Company without additional consideration, and the Company may require you to repay to the Company any profit received pursuant to any such sale.
8. Entire Agreement. This Award Agreement, the Plan, the LLC Agreement, and any Other Agreement contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. You acknowledge and agree that the grant of the Option hereunder satisfies in full any obligation to issue stock options or other equity awards to you as contemplated by any employment agreement or offer letter or other understanding between you and the Company or any Affiliate that predates this Award Agreement, and you do not have any further right to receive any options, stock or other equity awards from the Company or any of its Affiliates.
9. Amendments. This Award Agreement and the Option granted hereunder is subject to modification or adjustment upon the occurrence of certain events as provided under the terms of the Plan; provided, that the Board may not unilaterally take any such action with respect to the Option if such amendment would materially and adversely affect the rights of the Grantee under this Award Agreement without the Grantee's written consent. Notwithstanding the preceding sentence, in the event of a Sponsor Exit, any modification or adjustment made pursuant to Section 12(b) of the Plan, shall not be considered material and adverse to the rights of the Grantee under this Award Agreement.



10. Counterparts. This Award Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same.

We are excited to give you this opportunity to share in our future success. Please indicate your acceptance of this Option and that you understand that you are bound by, and shall abide by the terms of the Plan and this Award Agreement by signing and returning a copy of this Award Agreement to the Company.

Sincerely,

HireRight GIS Group Holdings LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Agreed to and Accepted by:*

\_\_\_\_\_  
Guy P. Abramo

Date: \_\_\_\_\_

**HireRight GIS Group Holdings LLC**  
**Equity Incentive Plan**  
**Award Agreement**

December 3, 2018

Guy P. Abramo

Re: Option Award

Dear Guy:

I am pleased to inform you that HireRight GIS Group Holdings LLC (the "Company"), hereby grants to you, pursuant to and subject to all of the terms and conditions of its Equity Incentive Plan (the "Plan"), an option (the "Option") to purchase, subject to vesting as described below, the number of Units set forth below at the exercise price per Unit set forth below, effective on the date hereof (the "Date of Grant"). The Option shall terminate at 11:59 p.m. on the tenth (10<sup>th</sup>) anniversary of the Effective Date, subject to earlier termination in accordance with the Plan or this Option (the "Termination Date"). Capitalized terms not otherwise defined in this Award Agreement have the meanings given such terms in the Plan. The terms and conditions of the Plan are herein incorporated by reference.

The key terms of the Option are as follows:

1. Effective Date: July 12, 2018
2. Number of Units: 4,564,670
3. Exercise Price: \$1.00 per Unit
4. Vesting. The Option shall initially be unvested. The Option shall become vested in full when and if MOIC reaches 2.25X by the earlier of the Termination Date and a Trigger Event (as defined below), subject to you remaining continuously employed by or continuing to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable date of such event. Upon the occurrence of a Sponsor Exit that is also a Sale of the Company as defined in the LLC Agreement described in Section 5 below (such collective occurrence referred to herein as a "Trigger Event"), then if the Option has not previously vested and become exercisable and does not vest and become exercisable as a result of such Trigger Event, the Option will be forfeited and no longer remain outstanding upon completion of such Trigger Event.

For purposes hereof, "MOIC" means, as of any date of determination, as calculated by the Board, (x) the total pre-tax cash-on-cash equity return actually realized by the Sponsors and their affiliates in respect of their aggregate equity investments and any other capital contributions in the Company at such time, divided by (y) the aggregate equity investments and any other capital contributions made by the Sponsors or their affiliates in the Company or its affiliates, including, for the avoidance of doubt, capital contributions made by a Sponsor or its affiliates in Genuine Information Holdings LLC or its affiliates on or after January 26, 2017. Achievement of the MOIC will be calculated by the Board after giving effect to the dilution from the vesting of the Option and all other Awards issued and outstanding under the Plan and any transaction or other similar fees, in any case that reduce the cash return that would otherwise be realized by the Sponsors. It is recognized that the MOIC associated with a particular cash return that has been achieved as of a particular time will diminish if the Sponsors make additional equity investments in the Company after achieving that cash return; accordingly, vesting that results from attained levels of MOIC will not be affected by subsequent reduction of MOIC, but additional MOIC-based vesting will not occur until previous levels of MOIC that caused vesting are exceeded. If a Sponsor transfers some or all of its equity in the Company before vesting in full or termination of the Performance-Based Options, then, to the extent such transfer is made before a Public Offering (as defined in the LLC Agreement) to a single buyer or group of affiliated buyers in a single transaction or group of related transactions (a "Qualifying Transfer"), calculation of MOIC for that Sponsor shall be a cumulative calculation for the Sponsor and successor holder[s] of the Sponsor's equity investment in the Company through Qualifying Transfers. Thus, for example, if Sponsor A made an initial equity investment of \$100 in the Company and later sold all of that equity investment in the Company in a Qualifying Transfer to Buyer A for \$150, and Buyer A then sold the entire investment for \$250 in a subsequent sale of the Company constituting a Trigger Event, the MOIC with respect to Sponsor A's equity investment in the Company would be 2.5X (*i.e.* \$50 return realized by Sponsor A and a \$100 return realized by Buyer A, together with return of Sponsor A's initial \$100 investment).

5. Exercise. The Option may only be exercised if vested and the Option may be exercised only for whole Units. The Option may be exercised only before its termination, which will be accelerated upon termination of your service with the Company as described in Section 6(b) of the Plan. In order to exercise the Option, you must deliver written notice to the Company of your intention to exercise, setting forth the number of whole Units with respect to which the Option is to be exercised, along with payment, in cash (certified check or bank draft) or as an electronic funds transfer to the Company, of the exercise price and applicable withholding taxes. As a condition to the exercise of the Option, you must also become a party to the Limited Liability Agreement of the Company, or the limited liability agreement or stockholders agreement of any successor to the Company (the "LLC Agreement"), if then still in effect, which contains certain restrictions relating to the Option Units.
6. Representations.
- (a) You understand that the Units to be received upon exercise of the Option (or other equity of a successor to the Company issued upon exercise of the Option) ("Option Units") have not been, and may not be, registered under the Securities Act and other applicable Securities Laws and, accordingly, the Option is being granted to you only pursuant to exemptions from registration under the Securities Act and applicable Securities Laws. You understand that the Company does not anticipate registering the Option Units, and you acknowledge that the Company has not made any representations that it will register the Option Units under the Securities Act or any other applicable Securities Laws.
  - (b) You understand and agree that, unless the Company has filed a registration statement on Form S-8 under the Securities Act covering the Option Units, the Option Units will constitute "restricted securities" under the Securities Act and may not be pledged, re-offered or resold in the United States or to, or for the account or benefit of U.S. persons, except in transactions exempt from, or not subject to, the registration requirements of the Securities Act and as may permitted under the LLC Agreement.
  - (c) You understand that the Option and Option Units may not be transferred, sold, disposed of, or encumbered except in limited circumstances in accordance with the Plan and the LLC Agreement, and there is not any current, or anticipated market for the Option Units.
7. Restrictions; Forfeiture; Other Relief. You acknowledge and agree, that in the event that you engage in any Restricted Activity during the term of your employment with the Company or its Subsidiaries or at any time during the twelve (12) month period following your termination of employment for any reason, or otherwise engage in misconduct as described in Section 14(e) of the Plan, then in addition to any other remedy which may be available at law or in equity to the Company, the Option shall at the discretion of the Board be forfeited effective as of the date on which such violation first occurs, and, in the event that any Units were acquired upon the exercise of the Option and/or you received any profit on the sale of any such Units, in each case, during the period beginning one year prior to the date of such activity, then such Units shall immediately be forfeited and returned to the Company without additional consideration, and the Company may require you to repay to the Company any profit received pursuant to any such sale.

8. Entire Agreement. This Award Agreement, the Plan, the LLC Agreement, and any Other Agreement contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. You acknowledge and agree that the grant of the Option hereunder, together with the Option for 18,258,679 Units issued concurrently herewith, satisfies in full any obligation to issue stock options or other equity awards to you as contemplated by any employment agreement or offer letter or other understanding between you and the Company or any Affiliate that predates this Award Agreement, and you do not have any further right to receive any options, stock or other equity awards from the Company or any of its Affiliates.
9. Amendments. This Award Agreement and the Option granted hereunder is subject to modification or adjustment upon the occurrence of certain events as provided under the terms of the Plan; provided; that the Board may not unilaterally take any such action with respect to the Option if such amendment would materially and adversely affect the rights of the Grantee under this Award Agreement without the Grantee's written consent. Notwithstanding the preceding sentence, in the event of a Sponsor Exit, any modification or adjustment made pursuant to Section 12(b) of the Plan, shall not be considered material and adverse to the rights of the Grantee under this Award Agreement.
10. Counterparts. This Award Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same.

We are excited to give you this opportunity to share in our future success. Please indicate your acceptance of this Option and that you understand that you are bound by, and shall abide by the terms of the Plan and this Award Agreement by signing and returning a copy of this Award Agreement to the Company.

Sincerely,  
HireRight GIS Group Holdings LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Agreed to and Accepted by:*

\_\_\_\_\_  
Guy P. Abramo

Date: \_\_\_\_\_

HireRight GIS Group Holdings LLC  
Equity Incentive Plan  
Award Agreement

December 3, 2018

Tom Spaeth

Re: Option Award

Dear Tom:

I am pleased to inform you that HireRight GIS Group Holdings LLC (the "Company"), hereby grants to you, pursuant to and subject to all of the terms and conditions of its Equity Incentive Plan (the "Plan"), an option (the "Option") to purchase, subject to vesting as described below, the number of Units set forth below at the exercise price per Unit set forth below, effective on the date hereof (the "Date of Grant"). The Option shall terminate at 11:59 p.m. on the tenth (10<sup>th</sup>) anniversary of the Vesting Commencement Date, subject to earlier termination in accordance with the Plan or this Option (the "Termination Date"). Capitalized terms not otherwise defined in this Award Agreement have the meanings given such terms in the Plan. The terms and conditions of the Plan are herein incorporated by reference.

The key terms of the Option are as follows:

1. Vesting Commencement Date: July 12, 2018
2. Number of Units: 3,651,736
3. Exercise Price: \$1.00 per Unit
4. Vesting: The Option shall initially be unvested. Subject to Section 4(c), fifty percent (50%) of the Option shall vest based solely on continued service as set forth herein (the "Time-Based Options"), and the remaining fifty percent (50%) of the Option shall vest based on both performance and service vesting conditions (the "Performance-Based Options"), as follows:
  - (a) Time-Based Options: The Time-Based Options shall become vested in 13 installments, as follows:

<u>Vesting Date</u>	<u>Cumulative Vesting Percentage</u>
July 12, 2019	25%
October 12, 2019	31.25%
January 12, 2020	37.50%
April 12, 2020	43.75%
July 12, 2020	50%
October 12, 2020	56.25%
January 12, 2021	62.50%
April 12, 2021	68.75%
July 12, 2021	75%
October 12, 2021	81.25%
January 12, 2022	87.50%
April 12, 2022	93.75%
July 12, 2022	100%

provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable vesting date.

- (b) **Performance-Based Options:** The Performance-Based Options shall become vested as follows, subject to you remaining continuously employed by or continuing to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable date of such event:
- i. When and if MOIC reaches 1.75X, the Performance-Based Options will become vested with respect to fifty percent (50%) of the underlying Units (the "Cliff Portion Percentage"). If and as MOIC increases from 1.75X to 2.5X, the Performance-Based Options will become vested with respect to a portion of the underlying Units calculated as the product of (A) 1 – the Cliff Portion Percentage *multiplied by* (B)  $(\text{MOIC} - 1.75) / .75$ , with full vesting of the Performance-Based Options when and if MOIC reaches 2.5X.
  - ii. Upon the occurrence of a Sponsor Exit that is also a Sale of the Company as defined in the LLC Agreement described in Section 5 below (such collective occurrence referred to herein as a "Trigger Event"), the Performance-Based Options shall, regardless of MOIC, become vested with respect to forty percent (40%) of the underlying Units, but only if, giving effect to the Trigger Event, a MOIC of less than 1.75X has been realized.

If a Trigger Event occurs before the Termination Date, then any portion of the Performance-Based Options that has not previously vested and become exercisable and does not vest and become exercisable as a result of such Trigger Event, will be forfeited and no longer remain outstanding upon completion of such Trigger Event; it being understood that to the extent the consideration payable in connection with such Trigger Event includes cash amounts held in escrow or that may be paid by the purchaser contingent upon future events, holders of Performance-Based Options shall be entitled to their pro rata share of such escrowed or contingent cash consideration when, as and if it is released to the extent of their Option Unit holdings, giving effect to such release of proceeds. Notwithstanding, but without otherwise limiting, Section 12(b) of the Plan, a Sponsor Exit that is not part of a Trigger Event will not result in forfeiture of unvested Performance-Based Options, but any Performance-Based Options that remain unvested after all opportunities for vesting thereof have been exhausted, will be forfeited and no longer remain outstanding.

For purposes hereof, “MOIC” means, as of any date of determination, as calculated by the Board, (x) the total pre-tax cash-on-cash equity return actually realized by the Sponsors and their affiliates in respect of their aggregate equity investments and any other capital contributions in the Company at such time, divided by (y) the aggregate equity investments and any other capital contributions made by the Sponsors or their affiliates in the Company or its affiliates, including, for the avoidance of doubt, capital contributions made by a Sponsor or its affiliates in Genuine Information Holdings LLC or its affiliates on or after January 26, 2017. Achievement of the MOIC will be calculated by the Board after giving effect to the dilution from the vesting of the Option and all other Awards issued and outstanding under the Plan and any transaction or other similar fees, in any case that reduce the cash return that would otherwise be realized by the Sponsors. It is recognized that the MOIC associated with a particular cash return that has been achieved as of a particular time will diminish if the Sponsors make additional equity investments in the Company after achieving that cash return; accordingly, vesting that results from attained levels of MOIC will not be affected by subsequent reduction of MOIC, but additional MOIC-based vesting will not occur until previous levels of MOIC that caused vesting are exceeded. If a Sponsor transfers some or all of its equity in the Company before vesting in full or termination of the Performance-Based Options, then, to the extent such transfer is made before a Public Offering (as defined in the LLC Agreement) to a single buyer or group of affiliated buyers in a single transaction or group of related transactions and is not part of a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any (a “Qualifying Transfer”), calculation of MOIC for that Sponsor until a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any, shall be a cumulative calculation for the Sponsor and successor holder[s] of the Sponsor’s equity investment in the Company through Qualifying Transfers. Thus, for example, if Sponsor A made an initial equity investment of \$100 in the Company and later sold all of that equity investment in the Company in a Qualifying Transfer to Buyer A for \$150, and Buyer A then sold the entire investment for \$250 in a subsequent sale of the Company constituting a Trigger Event that resulted in forfeiture of unvested Performance-Based Options, the MOIC with respect to Sponsor A’s equity investment in the Company would be 2.5X (*i.e.* \$50 return realized by Sponsor A and a \$100 return realized by Buyer A, together with return of Sponsor A’s initial \$100 investment).

- (c) Acceleration. Notwithstanding the foregoing, the Time-Based Options shall become vested in their entirety upon the occurrence of a Trigger Event, provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries to the effective time of such Trigger Event or your employment is terminated without Cause and in connection with, but before the effective time of, the Trigger Event; it being understood that if the Trigger Event occurs pursuant to a definitive agreement and your employment is terminated prior to the entry into that definitive agreement, it shall not be deemed to be in connection with such Trigger Event. The vesting that results from a Trigger Event shall be subject to but effective immediately prior to the consummation of the Trigger Event.

5. Exercise. Only the vested portion of the Option may be exercised and the Option may be exercised only for whole Units. The Option may be exercised only before its termination, which will be accelerated upon termination of your service with the Company as described in Section 6(b) of the Plan. In order to exercise the Option, you must deliver written notice to the Company of your intention to exercise, setting forth the number of whole Units with respect to which the Option is to be exercised, along with payment, in cash (certified check or bank draft) or as an electronic funds transfer to the Company, of the exercise price and applicable withholding taxes. As a condition to the exercise of the Option, you must also become a party to the Limited Liability Agreement of the Company, or the limited liability agreement or stockholders agreement of any successor to the Company (the “LLC Agreement”), if then still in effect, which contains certain restrictions relating to the Option Units.

6. Representations.

- (a) You understand that the Units to be received upon exercise of the Option (or other equity of a successor to the Company issued upon exercise of the Option) ("Option Units") have not been, and may not be, registered under the Securities Act and other applicable Securities Laws and, accordingly, the Option is being granted to you only pursuant to exemptions from registration under the Securities Act and applicable Securities Laws. You understand that the Company does not anticipate registering the Option Units, and you acknowledge that the Company has not made any representations that it will register the Option Units under the Securities Act or any other applicable Securities Laws.
- (b) You understand and agree that, unless the Company has filed a registration statement on Form S-8 under the Securities Act covering the Option Units, the Option Units will constitute "restricted securities" under the Securities Act and may not be pledged, re-offered or resold in the United States or to, or for the account or benefit of U.S. persons, except in transactions exempt from, or not subject to, the registration requirements of the Securities Act and as may permitted under the LLC Agreement.
- (c) You understand that the Option and Option Units may not be transferred, sold, disposed of, or encumbered except in limited circumstances in accordance with the Plan and the LLC Agreement, and there is not any current, or anticipated market for the Option Units.

7. Restrictions; Forfeiture; Other Relief. You acknowledge and agree, that in the event that you engage in any Restricted Activity during the term of your employment with the Company or its Subsidiaries or at any time during the twelve (12) month period following your termination of employment for any reason, or otherwise engage in misconduct as described in Section 14(e) of the Plan, then in addition to any other remedy which may be available at law or in equity to the Company, the Option shall at the discretion of the Board be forfeited effective as of the date on which such violation first occurs, and, in the event that any Units were acquired upon the exercise of the Option and/or you received any profit on the sale of any such Units, in each case, during the period beginning one year prior to the date of such activity, then such Units shall immediately be forfeited and returned to the Company without additional consideration, and the Company may require you to repay to the Company any profit received pursuant to any such sale.
8. Entire Agreement. This Award Agreement, the Plan, the LLC Agreement, and any Other Agreement contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. You acknowledge and agree that the grant of the Option hereunder satisfies in full any obligation to issue stock options or other equity awards to you as contemplated by any employment agreement or offer letter or other understanding between you and the Company or any Affiliate that predates this Award Agreement, and you do not have any further right to receive any options, stock or other equity awards from the Company or any of its Affiliates.
9. Amendments. This Award Agreement and the Option granted hereunder is subject to modification or adjustment upon the occurrence of certain events as provided under the terms of the Plan; provided, that the Board may not unilaterally take any such action with respect to the Option if such amendment would materially and adversely affect the rights of the Grantee under this Award Agreement without the Grantee's written consent. Notwithstanding the preceding sentence, in the event of a Sponsor Exit, any modification or adjustment made pursuant to Section 12(b) of the Plan, shall not be considered material and adverse to the rights of the Grantee under this Award Agreement.



10. Counterparts. This Award Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same.

We are excited to give you this opportunity to share in our future success. Please indicate your acceptance of this Option and that you understand that you are bound by, and shall abide by the terms of the Plan and this Award Agreement by signing and returning a copy of this Award Agreement to the Company.

Sincerely,

HireRight GIS Group Holdings LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Agreed to and Accepted by:*

\_\_\_\_\_  
Tom Spaeth

Date: \_\_\_\_\_

HireRight GIS Group Holdings LLC  
Equity Incentive Plan  
Award Agreement

December 3, 2018

Brian Copple

Re: Option Award

Dear Brian:

I am pleased to inform you that HireRight GIS Group Holdings LLC (the "Company"), hereby grants to you, pursuant to and subject to all of the terms and conditions of its Equity Incentive Plan (the "Plan"), an option (the "Option") to purchase, subject to vesting as described below, the number of Units set forth below at the exercise price per Unit set forth below, effective on the date hereof (the "Date of Grant"). The Option shall terminate at 11:59 p.m. on the tenth (10<sup>th</sup>) anniversary of the Vesting Commencement Date, subject to earlier termination in accordance with the Plan or this Option (the "Termination Date"). Capitalized terms not otherwise defined in this Award Agreement have the meanings given such terms in the Plan. The terms and conditions of the Plan are herein incorporated by reference.

The key terms of the Option are as follows:

1. Vesting Commencement Date. July 12, 2018
2. Number of Units. 2,738,802
3. Exercise Price. \$1.00 per Unit
4. Vesting. The Option shall initially be unvested. Subject to Section 4(c), fifty percent (50%) of the Option shall vest based solely on continued service as set forth herein (the "Time-Based Options"), and the remaining fifty percent (50%) of the Option shall vest based on both performance and service vesting conditions (the "Performance-Based Options"), as follows:

- (a) Time-Based Options: The Time-Based Options shall become vested in 13 installments, as follows:

Vesting Date	Cumulative Vesting Percentage
July 12, 2019	25%
October 12, 2019	31.25%
January 12, 2020	37.50%
April 12, 2020	43.75%
July 12, 2020	50%
October 12, 2020	56.25%
January 12, 2021	62.50%
April 12, 2021	68.75%
July 12, 2021	75%
October 12, 2021	81.25%
January 12, 2022	87.50%
April 12, 2022	93.75%
July 12, 2022	100%

provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable vesting date.

- (b) **Performance-Based Options:** The Performance-Based Options shall become vested as follows, subject to you remaining continuously employed by or continuing to provide services to the Company or one of its Subsidiaries from the Date of Grant through the applicable date of such event:
- i. When and if MOIC reaches 1.75X, the Performance-Based Options will become vested with respect to fifty percent (50%) of the underlying Units (the "**Cliff Portion Percentage**"). If and as MOIC increases from 1.75X to 2.5X, the Performance-Based Options will become vested with respect to a portion of the underlying Units calculated as the product of (A) 1 – the Cliff Portion Percentage *multiplied by* (B)  $(\text{MOIC} - 1.75)/.75$ , with full vesting of the Performance-Based Options when and if MOIC reaches 2.5X.
  - ii. Upon the occurrence of a Sponsor Exit that is also a Sale of the Company as defined in the LLC Agreement described in Section 5 below (such collective occurrence referred to herein as a "**Trigger Event**"), the Performance-Based Options shall, regardless of MOIC, become vested with respect to forty percent (40%) of the underlying Units, but only if, giving effect to the Trigger Event, a MOIC of less than 1.75X has been realized.

If a Trigger Event occurs before the Termination Date, then any portion of the Performance-Based Options that has not previously vested and become exercisable and does not vest and become exercisable as a result of such Trigger Event, will be forfeited and no longer remain outstanding upon completion of such Trigger Event; it being understood that to the extent the consideration payable in connection with such Trigger Event includes cash amounts held in escrow or that may be paid by the purchaser contingent upon future events, holders of Performance-Based Options shall be entitled to their pro rata share of such escrowed or contingent cash consideration when, as and if it is released to the extent of their Option Unit holdings, giving effect to such release of proceeds. Notwithstanding, but without otherwise limiting, Section 12(b) of the Plan, a Sponsor Exit that is not part of a Trigger Event will not result in forfeiture of unvested Performance-Based Options, but any Performance-Based Options that remain unvested after all opportunities for vesting thereof have been exhausted, will be forfeited and no longer remain outstanding.

For purposes hereof, "**MOIC**" means, as of any date of determination, as calculated by the Board, (x) the total pre-tax cash-on-cash equity return actually realized by the Sponsors and their affiliates in respect of their aggregate equity investments and any other capital contributions in the Company at such time, divided by (y) the aggregate equity investments and any other capital contributions made by the Sponsors or their affiliates in the Company or its affiliates, including, for the avoidance of doubt, capital contributions made by a Sponsor or its affiliates in Genuine Information Holdings LLC or its affiliates on or after January 26, 2017. Achievement of the MOIC will be calculated by the Board after giving effect to the dilution from the vesting of the Option and all other Awards issued and outstanding under the Plan and any transaction or other similar fees, in any case that reduce the cash return that would otherwise be realized by the Sponsors. It is recognized that the MOIC associated with a particular cash return that has been achieved as of a particular time will diminish if the Sponsors make additional equity investments in the Company after achieving that cash return; accordingly, vesting that results from attained levels of MOIC will not be affected by subsequent reduction of MOIC, but additional MOIC-based vesting will not occur until previous levels of MOIC that caused vesting are exceeded. If a Sponsor transfers some or all of its equity in the Company before vesting in full or termination of the Performance-Based Options, then, to the extent such transfer is made before a Public Offering (as defined in the LLC Agreement) to a single buyer or group of affiliated buyers in a single transaction or group of related transactions and is not part of a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any (a "**Qualifying Transfer**"), calculation of MOIC for that Sponsor until a Trigger Event that results in forfeiture of unvested Performance-Based Options, if any, shall be a cumulative calculation for the Sponsor and successor holder[s] of the Sponsor's equity investment in the Company through Qualifying Transfers. Thus, for example, if Sponsor A made an initial equity investment of \$100 in the Company and later sold all of that equity investment in the Company in a Qualifying Transfer to Buyer A for \$150, and Buyer A then sold the entire investment for \$250 in a subsequent sale of the Company constituting a Trigger Event that resulted in forfeiture of unvested Performance-Based Options, the MOIC with respect to Sponsor A's equity investment in the Company would be 2.5X (*i.e.* \$50 return realized by Sponsor A and a \$100 return realized by Buyer A, together with return of Sponsor A's initial \$100 investment).

- (c) Acceleration. Notwithstanding the foregoing, the Time-Based Options shall become vested in their entirety upon the occurrence of a Trigger Event, provided that you remain continuously employed by or continue to provide services to the Company or one of its Subsidiaries to the effective time of such Trigger Event or your employment is terminated without Cause and in connection with, but before the effective time of, the Trigger Event; it being understood that if the Trigger Event occurs pursuant to a definitive agreement and your employment is terminated prior to the entry into that definitive agreement, it shall not be deemed to be in connection with such Trigger Event. The vesting that results from a Trigger Event shall be subject to but effective immediately prior to the consummation of the Trigger Event.
5. Exercise. Only the vested portion of the Option may be exercised and the Option may be exercised only for whole Units. The Option may be exercised only before its termination, which will be accelerated upon termination of your service with the Company as described in Section 6(b) of the Plan. In order to exercise the Option, you must deliver written notice to the Company of your intention to exercise, setting forth the number of whole Units with respect to which the Option is to be exercised, along with payment, in cash (certified check or bank draft) or as an electronic funds transfer to the Company, of the exercise price and applicable withholding taxes. As a condition to the exercise of the Option, you must also become a party to the Limited Liability Agreement of the Company, or the limited liability agreement or stockholders agreement of any successor to the Company (the "LLC Agreement"), if then still in effect, which contains certain restrictions relating to the Option Units.

6. Representations.

- (a) You understand that the Units to be received upon exercise of the Option (or other equity of a successor to the Company issued upon exercise of the Option) ("Option Units") have not been, and may not be, registered under the Securities Act and other applicable Securities Laws and, accordingly, the Option is being granted to you only pursuant to exemptions from registration under the Securities Act and applicable Securities Laws. You understand that the Company does not anticipate registering the Option Units, and you acknowledge that the Company has not made any representations that it will register the Option Units under the Securities Act or any other applicable Securities Laws.
- (b) You understand and agree that, unless the Company has filed a registration statement on Form S-8 under the Securities Act covering the Option Units, the Option Units will constitute "restricted securities" under the Securities Act and may not be pledged, re-offered or resold in the United States or to, or for the account or benefit of U.S. persons, except in transactions exempt from, or not subject to, the registration requirements of the Securities Act and as may permitted under the LLC Agreement.
- (c) You understand that the Option and Option Units may not be transferred, sold, disposed of, or encumbered except in limited circumstances in accordance with the Plan and the LLC Agreement, and there is not any current, or anticipated market for the Option Units.

7. Restrictions; Forfeiture; Other Relief. You acknowledge and agree, that in the event that you engage in any Restricted Activity during the term of your employment with the Company or its Subsidiaries or at any time during the twelve (12) month period following your termination of employment for any reason, or otherwise engage in misconduct as described in Section 14(e) of the Plan, then in addition to any other remedy which may be available at law or in equity to the Company, the Option shall at the discretion of the Board be forfeited effective as of the date on which such violation first occurs, and, in the event that any Units were acquired upon the exercise of the Option and/or you received any profit on the sale of any such Units, in each case, during the period beginning one year prior to the date of such activity, then such Units shall immediately be forfeited and returned to the Company without additional consideration, and the Company may require you to repay to the Company any profit received pursuant to any such sale.
8. Entire Agreement. This Award Agreement, the Plan, the LLC Agreement, and any Other Agreement contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. You acknowledge and agree that the grant of the Option hereunder satisfies in full any obligation to issue stock options or other equity awards to you as contemplated by any employment agreement or offer letter or other understanding between you and the Company or any Affiliate that predates this Award Agreement, and you do not have any further right to receive any options, stock or other equity awards from the Company or any of its Affiliates.
9. Amendments. This Award Agreement and the Option granted hereunder is subject to modification or adjustment upon the occurrence of certain events as provided under the terms of the Plan; provided, that the Board may not unilaterally take any such action with respect to the Option if such amendment would materially and adversely affect the rights of the Grantee under this Award Agreement without the Grantee's written consent. Notwithstanding the preceding sentence, in the event of a Sponsor Exit, any modification or adjustment made pursuant to Section 12(b) of the Plan, shall not be considered material and adverse to the rights of the Grantee under this Award Agreement.

10. Counterparts. This Award Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same.

We are excited to give you this opportunity to share in our future success. Please indicate your acceptance of this Option and that you understand that you are bound by, and shall abide by the terms of the Plan and this Award Agreement by signing and returning a copy of this Award Agreement to the Company.

Sincerely,

HireRight GIS Group Holdings LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Agreed to and Accepted by:*

\_\_\_\_\_  
Brian Copple

Date: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION**  
**2021 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Guy Abramo

**Number of Restricted Stock Units:** 175,550

**Grant Date:** 3/20/23

**Vesting Commencement Date:**<sup>1</sup> 3/20/23

**Vesting Schedule:**

For purposes of this Notice, the “**First Vesting Date**” means the May 20 or November 20 on or next following the first anniversary of the Vesting Commencement Date; a “**Subsequent Vesting Date**” means any of the three anniversaries of the First Vesting Date next succeeding the First Vesting Date; and “**Vesting Date**” generally refers to either the First Vesting Date or a Subsequent Vesting Date. Subject to the Notice and any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), and subject to any acceleration provisions in the Plan:

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<sup>1</sup> Note: For RSU Awards issued to existing employees, or to new employees who commenced service within one month prior to the Grant Date, the Vesting Commencement Date should be the same as the Grant Date. For RSU Awards issued to new employees who commenced service more than one month prior to the Grant Date, the Vesting Commencement Date should be the date of commencement of service.

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(i) on the First Vesting Date, there shall vest a number of the RSUs equal to the sum of (A) 25% of the total number of RSUs and (B) a number of RSUs equal to the product of 6.25% of the total number of RSUs and the number of Full Quarters (as defined in Section 3), if any, elapsed during the period beginning on the first anniversary of the Vesting Commencement Date and ending on the First Vesting Date;

(ii) on each Subsequent Vesting Date there shall vest an additional number of RSUs equal to 25% of the total number of RSUs, except that the number of RSUs vesting on the last of the Subsequent Vesting Dates will be less than 25% of the total number of RSUs if and to the extent that the number of RSUs Vesting on the First Vesting Date exceeded 25% of the total number of RSUs;

(iii) except as provided in Section 3 below in connection with a termination of service without Cause or due to death or Disability, no RSUs will vest before the First Vesting Date, and vesting of RSUs will occur only on Vesting Dates, without any ratable vesting for periods of time between Vesting Dates; and

(iv) if the application of one of the vesting percentages set forth above results in the vesting of a fractional Share, the number of Shares that shall become vested on such Vesting Date shall be rounded up or down to the nearest whole Share, provided that the number of Shares issued to the Participant on the final Vesting Date shall be adjusted as appropriate to compensate for rounding on previous Vesting Dates so that the total number of Shares issued is equal to the total number of Shares subject to the RSUs, as such Shares may be adjusted pursuant to Section 11 of the Plan.

If permitted under applicable law, vesting will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended, and vesting dates that occurred within that time period, will be added to the end of the originally scheduled vesting period to give Participant an opportunity to vest in the Shares that would have vested during the period that vesting was suspended. Subject to the Participant's continuous status as an Eligible Person, vesting will occur on each such additional vesting date in the amount of Shares not vested on the corresponding vesting date during the period of the suspension.

Subject to Section 2 below, and to any vesting acceleration provisions applicable to the RSUs contained in the Plan and/or any Separate Arrangement, if the Participant ceases to remain in service as an Eligible Person for any or no reason before the Participant vests in any of the RSUs, all unvested RSUs and the Participant's right to acquire any Shares of Common Stock hereunder will immediately terminate and be forfeited. Furthermore, under all circumstances, the vesting of RSUs is subject to the satisfaction of the Participant's obligations as set forth in Section 7.

## **2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.



(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

**3. Forfeiture Upon Termination of Service; Limited Pro-Rata Vesting.** Except as otherwise provided in the Vesting Schedule set forth above or in a Separate Arrangement, but notwithstanding any contrary provision of this Notice, if the Participant ceases to remain in service as an Eligible Person at any time for any reason other than (i) a termination of service by the Company or a Subsidiary without Cause on or after the First Vesting Date, or (ii) the Participant's death or Disability on or after the First Vesting Date, the then-unvested RSUs will thereupon terminate and be forfeited at no cost to the Company and Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. Upon a termination of service as an Eligible Person by the Company or a Subsidiary without Cause on or after the First Vesting Date, or due to the Participant's death or Disability on or after the First Vesting Date, to recognize any Full Quarters of service since the Vesting Date most recently preceding the date of termination of service, a number of additional RSUs shall become vested as of the date of such termination of service equal to the product obtained by multiplying the number of RSUs scheduled to vest on the Subsequent Vesting Date next succeeding the date of termination of service and a fraction, the numerator of which is the number of Full Quarters from the Vesting Date immediately preceding the date of termination of service to the date of termination of service, and the denominator of which is four, provided that there shall be no vesting pursuant to this sentence in respect of any termination of service as an Eligible Person that coincides with a Vesting Date. Any RSUs remaining unvested after such pro rata acceleration of vesting shall terminate and be forfeited at no cost to the Company and the Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. For these purposes, a "**Full Quarter**" means each of the following periods: May 21 to and including August 20, August 21 to and including November 20, November 21 to and including February 20, and February 21 to and including May 20.

#### 4. Tax Consequences, Withholding, and Liability.

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

If Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

**"Cashless Settlement"** means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

**"Net Settlement"** means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposit.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.
- g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.
- h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).
- i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j . Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k . Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent.** *By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:*

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(c) ***Voluntariness and Consequences of Consent Denial or Withdrawal.*** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) ***Data Subject Rights.*** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

## 11. Additional Agreements of Participant.

(a) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) **Lock-up.** In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the "**Lock-up Period**" means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company's underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes "Proprietary Information" that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant's service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant's service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company's information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## **12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.



(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

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

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Thomas Spaeth

**Number of Restricted Stock Units:** 55,045

**Grant Date:** 3/20/23

**Vesting Commencement Date:** <sup>1</sup> 3/20/23

**Vesting Schedule:**

For purposes of this Notice, the “**First Vesting Date**” means the May 20 or November 20 on or next following the first anniversary of the Vesting Commencement Date; a “**Subsequent Vesting Date**” means any of the three anniversaries of the First Vesting Date next succeeding the First Vesting Date; and “**Vesting Date**” generally refers to either the First Vesting Date or a Subsequent Vesting Date. Subject to the Notice and any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), and subject to any acceleration provisions in the Plan:

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<sup>1</sup> Note: For RSU Awards issued to existing employees, or to new employees who commenced service within one month prior to the Grant Date, the Vesting Commencement Date should be the same as the Grant Date. For RSU Awards issued to new employees who commenced service more than one month prior to the Grant Date, the Vesting Commencement Date should be the date of commencement of service.

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(i) on the First Vesting Date, there shall vest a number of the RSUs equal to the sum of (A) 25% of the total number of RSUs and (B) a number of RSUs equal to the product of 6.25% of the total number of RSUs and the number of Full Quarters (as defined in Section 3), if any, elapsed during the period beginning on the first anniversary of the Vesting Commencement Date and ending on the First Vesting Date;

(ii) on each Subsequent Vesting Date there shall vest an additional number of RSUs equal to 25% of the total number of RSUs, except that the number of RSUs vesting on the last of the Subsequent Vesting Dates will be less than 25% of the total number of RSUs if and to the extent that the number of RSUs Vesting on the First Vesting Date exceeded 25% of the total number of RSUs;

(iii) except as provided in Section 3 below in connection with a termination of service without Cause or due to death or Disability, no RSUs will vest before the First Vesting Date, and vesting of RSUs will occur only on Vesting Dates, without any ratable vesting for periods of time between Vesting Dates; and

(iv) if the application of one of the vesting percentages set forth above results in the vesting of a fractional Share, the number of Shares that shall become vested on such Vesting Date shall be rounded up or down to the nearest whole Share, provided that the number of Shares issued to the Participant on the final Vesting Date shall be adjusted as appropriate to compensate for rounding on previous Vesting Dates so that the total number of Shares issued is equal to the total number of Shares subject to the RSUs, as such Shares may be adjusted pursuant to Section 11 of the Plan.

If permitted under applicable law, vesting will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended, and vesting dates that occurred within that time period, will be added to the end of the originally scheduled vesting period to give Participant an opportunity to vest in the Shares that would have vested during the period that vesting was suspended. Subject to the Participant's continuous status as an Eligible Person, vesting will occur on each such additional vesting date in the amount of Shares not vested on the corresponding vesting date during the period of the suspension.

Subject to Section 2 below, and to any vesting acceleration provisions applicable to the RSUs contained in the Plan and/or any Separate Arrangement, if the Participant ceases to remain in service as an Eligible Person for any or no reason before the Participant vests in any of the RSUs, all unvested RSUs and the Participant's right to acquire any Shares of Common Stock hereunder will immediately terminate and be forfeited. Furthermore, under all circumstances, the vesting of RSUs is subject to the satisfaction of the Participant's obligations as set forth in Section 7.

## **2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

**3. Forfeiture Upon Termination of Service; Limited Pro-Rata Vesting.** Except as otherwise provided in the Vesting Schedule set forth above or in a Separate Arrangement, but notwithstanding any contrary provision of this Notice, if the Participant ceases to remain in service as an Eligible Person at any time for any reason other than (i) a termination of service by the Company or a Subsidiary without Cause on or after the First Vesting Date, or (ii) the Participant's death or Disability on or after the First Vesting Date, the then-unvested RSUs will thereupon terminate and be forfeited at no cost to the Company and Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. Upon a termination of service as an Eligible Person by the Company or a Subsidiary without Cause on or after the First Vesting Date, or due to the Participant's death or Disability on or after the First Vesting Date, to recognize any Full Quarters of service since the Vesting Date most recently preceding the date of termination of service, a number of additional RSUs shall become vested as of the date of such termination of service equal to the product obtained by multiplying the number of RSUs scheduled to vest on the Subsequent Vesting Date next succeeding the date of termination of service and a fraction, the numerator of which is the number of Full Quarters from the Vesting Date immediately preceding the date of termination of service to the date of termination of service, and the denominator of which is four, provided that there shall be no vesting pursuant to this sentence in respect of any termination of service as an Eligible Person that coincides with a Vesting Date. Any RSUs remaining unvested after such pro rata acceleration of vesting shall terminate and be forfeited at no cost to the Company and the Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. For these purposes, a "**Full Quarter**" means each of the following periods: May 21 to and including August 20, August 21 to and including November 20, November 21 to and including February 20, and February 21 to and including May 20.

#### 4. Tax Consequences, Withholding, and Liability.

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

If Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

**"Cashless Settlement"** means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

**"Net Settlement"** means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposit.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.
- g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.
- h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).
- i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.



j . Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k . Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

10. **Data Privacy Notice and Consent.** *By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:*

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(c) ***Voluntariness and Consequences of Consent Denial or Withdrawal.*** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) ***Data Subject Rights.*** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

## 11. Additional Agreements of Participant.

(a) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) **Lock-up.** In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the "**Lock-up Period**" means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company's underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this **Section 11(b)** shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this **Section 11(b)**.

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes "Proprietary Information" that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant's service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant's service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company's information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## **12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

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

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Brian Copple

**Number of Restricted Stock Units:** 41,284

**Grant Date:** 3/20/23

**Vesting Commencement Date:** <sup>1</sup> 3/20/23

**Vesting Schedule:**

For purposes of this Notice, the “**First Vesting Date**” means the May 20 or November 20 on or next following the first anniversary of the Vesting Commencement Date; a “**Subsequent Vesting Date**” means any of the three anniversaries of the First Vesting Date next succeeding the First Vesting Date; and “**Vesting Date**” generally refers to either the First Vesting Date or a Subsequent Vesting Date. Subject to the Notice and any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), and subject to any acceleration provisions in the Plan:

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<sup>1</sup> Note: For RSU Awards issued to existing employees, or to new employees who commenced service within one month prior to the Grant Date, the Vesting Commencement Date should be the same as the Grant Date. For RSU Awards issued to new employees who commenced service more than one month prior to the Grant Date, the Vesting Commencement Date should be the date of commencement of service.

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(i) on the First Vesting Date, there shall vest a number of the RSUs equal to the sum of (A) 25% of the total number of RSUs and (B) a number of RSUs equal to the product of 6.25% of the total number of RSUs and the number of Full Quarters (as defined in Section 3), if any, elapsed during the period beginning on the first anniversary of the Vesting Commencement Date and ending on the First Vesting Date;

(ii) on each Subsequent Vesting Date there shall vest an additional number of RSUs equal to 25% of the total number of RSUs, except that the number of RSUs vesting on the last of the Subsequent Vesting Dates will be less than 25% of the total number of RSUs if and to the extent that the number of RSUs Vesting on the First Vesting Date exceeded 25% of the total number of RSUs;

(iii) except as provided in Section 3 below in connection with a termination of service without Cause or due to death or Disability, no RSUs will vest before the First Vesting Date, and vesting of RSUs will occur only on Vesting Dates, without any ratable vesting for periods of time between Vesting Dates; and

(iv) if the application of one of the vesting percentages set forth above results in the vesting of a fractional Share, the number of Shares that shall become vested on such Vesting Date shall be rounded up or down to the nearest whole Share, provided that the number of Shares issued to the Participant on the final Vesting Date shall be adjusted as appropriate to compensate for rounding on previous Vesting Dates so that the total number of Shares issued is equal to the total number of Shares subject to the RSUs, as such Shares may be adjusted pursuant to Section 11 of the Plan.

If permitted under applicable law, vesting will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended, and vesting dates that occurred within that time period, will be added to the end of the originally scheduled vesting period to give Participant an opportunity to vest in the Shares that would have vested during the period that vesting was suspended. Subject to the Participant's continuous status as an Eligible Person, vesting will occur on each such additional vesting date in the amount of Shares not vested on the corresponding vesting date during the period of the suspension.

Subject to Section 2 below, and to any vesting acceleration provisions applicable to the RSUs contained in the Plan and/or any Separate Arrangement, if the Participant ceases to remain in service as an Eligible Person for any or no reason before the Participant vests in any of the RSUs, all unvested RSUs and the Participant's right to acquire any Shares of Common Stock hereunder will immediately terminate and be forfeited. Furthermore, under all circumstances, the vesting of RSUs is subject to the satisfaction of the Participant's obligations as set forth in Section 7.

## **2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

**3. Forfeiture Upon Termination of Service; Limited Pro-Rata Vesting.** Except as otherwise provided in the Vesting Schedule set forth above or in a Separate Arrangement, but notwithstanding any contrary provision of this Notice, if the Participant ceases to remain in service as an Eligible Person at any time for any reason other than (i) a termination of service by the Company or a Subsidiary without Cause on or after the First Vesting Date, or (ii) the Participant's death or Disability on or after the First Vesting Date, the then-unvested RSUs will thereupon terminate and be forfeited at no cost to the Company and Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. Upon a termination of service as an Eligible Person by the Company or a Subsidiary without Cause on or after the First Vesting Date, or due to the Participant's death or Disability on or after the First Vesting Date, to recognize any Full Quarters of service since the Vesting Date most recently preceding the date of termination of service, a number of additional RSUs shall become vested as of the date of such termination of service equal to the product obtained by multiplying the number of RSUs scheduled to vest on the Subsequent Vesting Date next succeeding the date of termination of service and a fraction, the numerator of which is the number of Full Quarters from the Vesting Date immediately preceding the date of termination of service to the date of termination of service, and the denominator of which is four, provided that there shall be no vesting pursuant to this sentence in respect of any termination of service as an Eligible Person that coincides with a Vesting Date. Any RSUs remaining unvested after such pro rata acceleration of vesting shall terminate and be forfeited at no cost to the Company and the Participant will have no further rights with respect to such forfeited RSUs or any underlying Shares. For these purposes, a "**Full Quarter**" means each of the following periods: May 21 to and including August 20, August 21 to and including November 20, November 21 to and including February 20, and February 21 to and including May 20.

#### 4. Tax Consequences, Withholding, and Liability.

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.



If Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

**"Cashless Settlement"** means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

**"Net Settlement"** means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposit.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) **Company Proprietary Interests.** As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) **Breach of Obligations to the Company.** If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) **NYSE Clawback Policy.** The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.
- g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.
- h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).
- i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j . Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k . Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent. By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:**

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(c) ***Voluntariness and Consequences of Consent Denial or Withdrawal.*** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) ***Data Subject Rights.*** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

## **11. Additional Agreements of Participant.**

(a) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) **Lock-up.** In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the "**Lock-up Period**" means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company's underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this **Section 11(b)** shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this **Section 11(b)**.

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes "Proprietary Information" that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant's service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant's service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company's information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## **12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

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

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Total Stockholder Return RSUs**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Guy Abramo

**Number of Restricted Stock Units:** 337,477

**Grant Date:** March 20, 2023

**Vesting:**

The RSUs shall vest or lapse as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

**Definitions:**

“**Certification**” means certification by the board of directors of the Company or its compensation committee of the Vesting Quantity and satisfaction of applicable vesting conditions in accordance with this Notice, which shall be effected in good faith as soon as practicable but no more than 30 days following the Determination Date.

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The “**Determination Date**” is the third anniversary of the Grant Date, subject to acceleration to an earlier date under certain circumstances as provided in this Notice. Except as otherwise provided in Section 3(c), any vesting of the RSUs will occur effective as of the Determination Date, subject to Certification.

The “**Base Stock Price**” is \$10.90<sup>1</sup>.

The “**Final Stock Price**” is the arithmetic mean of the NYSE closing price of the Company’s common stock on each of the 30 trading days ending on and including the Determination Date.

The “**Minimum Return**” is 75%.

The “**Maximum Return**” is 125%.

“**Total Stockholder Return**” or “**TSR**” means the quotient expressed as a percentage obtained by dividing (a) the Final Stock Price less the Base Stock Price plus any dividends paid per share from the Grant Date to the Determination Date, by (b) the Base Stock Price.

The “**Vesting Quantity**” is the number of shares of common stock to be issued to the Participant as a result of vesting of the RSUs.

**Calculation:**

If TSR on the Determination Date is less than the Minimum Return, then all of the RSUs will lapse without further consideration.

If TSR on the Determination Date is equal to or greater than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be 125% of the number of RSUs.

If TSR on the Determination Date is at least the Minimum Return but less than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be the product of the number of RSUs and the TSR.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting and Delivery of Shares. Except as otherwise set forth herein:

(i) The RSUs represent the right to receive the Vesting Quantity of Shares, subject to Certification. No vesting of the RSUs will occur before the Determination Date and no vested Shares will be delivered before Certification.

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<sup>1</sup> Closing price on Grant date

(ii) Vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the Determination Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the Determination Date will result in cessation of vesting and lapse without further consideration of the RSUs.

(iii) The vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice.

(iv) Subject to Sections 2(c) and 3, the Vesting Quantity of Shares shall be delivered to the Participant in respect of the RSUs as soon as practicable after Certification, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the Determination Date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs.

(v) Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

(vi) After RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars following Certification, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration of Determination Date.**

(a) Except as provided in Section 3(b) or 3(c), if the Participant's status as an Eligible Person ceases at any time for any reason before all of the RSUs have already lapsed or vested, then all RSUs that have not already lapsed or vested will lapse without further consideration at the time of such cessation.

(b) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan (i) before the Determination Date has occurred, then the date of death or Disability will be the Determination Date; or (ii) after a Change in Control and during the time-based vesting period described in Section 3(c), then any RSUs then subject to time-based vesting shall immediately vest.

(c) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date then the Determination Date will be the effective date of the CIC and the Final Stock Price will be the effective price per share in the CIC rather than an average as defined above. If the acquirer in the CIC (the "Acquirer") does not assume this RSU Award then the Vesting Quantity of RSUs that would otherwise vest as of the CIC Determination Date (the "CIC Vesting Quantity") will vest effective immediately prior to the closing of the CIC. If the Acquirer assumes this RSU Award then the CIC Vesting Quantity will be subject to time-based vesting until the third anniversary of the Grant Date (the "CIC Vesting Date"), and will then vest if the Participant remains an Eligible Person until the CIC Vesting Date. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then the RSUs shall immediately vest; or (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then the RSUs will lapse immediately without further consideration.

### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

"**Cashless Settlement**" means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

"**Net Settlement**" means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service.** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the “**Clawback Policy**”). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.

g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.

h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).

i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j. Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k. Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent. By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:**

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) **Data Subject Rights.** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

#### **11. Additional Agreements of Participant.**

(a) **Electronic Delivery and Acceptance.** *The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.*



(b) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## **12. General.**

(a) No Waiver; Remedies. Either party’s failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party’s right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant’s heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Total Stockholder Return RSUs**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Thomas Spaeth

**Number of Restricted Stock Units:** 105,820

**Grant Date:** March 20, 2023

**Vesting:**

The RSUs shall vest or lapse as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

**Definitions:**

“**Certification**” means certification by the board of directors of the Company or its compensation committee of the Vesting Quantity and satisfaction of applicable vesting conditions in accordance with this Notice, which shall be effected in good faith as soon as practicable but no more than 30 days following the Determination Date.

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The “**Determination Date**” is the third anniversary of the Grant Date, subject to acceleration to an earlier date under certain circumstances as provided in this Notice. Except as otherwise provided in Section 3(c), any vesting of the RSUs will occur effective as of the Determination Date, subject to Certification.

The “**Base Stock Price**” is \$10.90<sup>1</sup>.

The “**Final Stock Price**” is the arithmetic mean of the NYSE closing price of the Company’s common stock on each of the 30 trading days ending on and including the Determination Date.

The “**Minimum Return**” is 75%.

The “**Maximum Return**” is 125%.

“**Total Stockholder Return**” or “**TSR**” means the quotient expressed as a percentage obtained by dividing (a) the Final Stock Price less the Base Stock Price plus any dividends paid per share from the Grant Date to the Determination Date, by (b) the Base Stock Price.

The “**Vesting Quantity**” is the number of shares of common stock to be issued to the Participant as a result of vesting of the RSUs.

**Calculation:**

If TSR on the Determination Date is less than the Minimum Return, then all of the RSUs will lapse without further consideration.

If TSR on the Determination Date is equal to or greater than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be 125% of the number of RSUs.

If TSR on the Determination Date is at least the Minimum Return but less than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be the product of the number of RSUs and the TSR.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting and Delivery of Shares. Except as otherwise set forth herein:

(i) The RSUs represent the right to receive the Vesting Quantity of Shares, subject to Certification. No vesting of the RSUs will occur before the Determination Date and no vested Shares will be delivered before Certification.

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<sup>1</sup> Closing price on Grant date

(ii) Vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the Determination Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the Determination Date will result in cessation of vesting and lapse without further consideration of the RSUs.

(iii) The vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice.

(iv) Subject to Sections 2(c) and 3, the Vesting Quantity of Shares shall be delivered to the Participant in respect of the RSUs as soon as practicable after Certification, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the Determination Date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs.

(v) Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

(vi) After RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars following Certification, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration of Determination Date.**

(a) Except as provided in Section 3(b) or 3(c), if the Participant's status as an Eligible Person ceases at any time for any reason before all of the RSUs have already lapsed or vested, then all RSUs that have not already lapsed or vested will lapse without further consideration at the time of such cessation.

(b) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan (i) before the Determination Date has occurred, then the date of death or Disability will be the Determination Date; or (ii) after a Change in Control and during the time-based vesting period described in Section 3(c), then any RSUs then subject to time-based vesting shall immediately vest.

(c) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date then the Determination Date will be the effective date of the CIC and the Final Stock Price will be the effective price per share in the CIC rather than an average as defined above. If the acquirer in the CIC (the "Acquirer") does not assume this RSU Award then the Vesting Quantity of RSUs that would otherwise vest as of the CIC Determination Date (the "CIC Vesting Quantity") will vest effective immediately prior to the closing of the CIC. If the Acquirer assumes this RSU Award then the CIC Vesting Quantity will be subject to time-based vesting until the third anniversary of the Grant Date (the "CIC Vesting Date"), and will then vest if the Participant remains an Eligible Person until the CIC Vesting Date. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then the RSUs shall immediately vest; or (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then the RSUs will lapse immediately without further consideration.

### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

"**Cashless Settlement**" means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

"**Net Settlement**" means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.



In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the “**Clawback Policy**”). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.

g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.

h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).

i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j. Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k. Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent. By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:**

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) **Data Subject Rights.** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

#### **11. Additional Agreements of Participant.**

(a) **Electronic Delivery and Acceptance.** *The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.*

(b) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## **12. General.**

(a) No Waiver; Remedies. Either party’s failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party’s right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant’s heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION**  
**2021 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Total Stockholder Return RSUs**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Brian Copple

**Number of Restricted Stock Units:** 79,365

**Grant Date:** March 20, 2023

**Vesting:**

The RSUs shall vest or lapse as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

**Definitions:**

“**Certification**” means certification by the board of directors of the Company or its compensation committee of the Vesting Quantity and satisfaction of applicable vesting conditions in accordance with this Notice, which shall be effected in good faith as soon as practicable but no more than 30 days following the Determination Date.

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The “**Determination Date**” is the third anniversary of the Grant Date, subject to acceleration to an earlier date under certain circumstances as provided in this Notice. Except as otherwise provided in Section 3(c), any vesting of the RSUs will occur effective as of the Determination Date, subject to Certification.

The “**Base Stock Price**” is \$10.90<sup>1</sup>.

The “**Final Stock Price**” is the arithmetic mean of the NYSE closing price of the Company’s common stock on each of the 30 trading days ending on and including the Determination Date.

The “**Minimum Return**” is 75%.

The “**Maximum Return**” is 125%.

“**Total Stockholder Return**” or “**TSR**” means the quotient expressed as a percentage obtained by dividing (a) the Final Stock Price less the Base Stock Price plus any dividends paid per share from the Grant Date to the Determination Date, by (b) the Base Stock Price.

The “**Vesting Quantity**” is the number of shares of common stock to be issued to the Participant as a result of vesting of the RSUs.

**Calculation:**

If TSR on the Determination Date is less than the Minimum Return, then all of the RSUs will lapse without further consideration.

If TSR on the Determination Date is equal to or greater than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be 125% of the number of RSUs.

If TSR on the Determination Date is at least the Minimum Return but less than the Maximum Return, then vesting shall occur and the Vesting Quantity shall be the product of the number of RSUs and the TSR.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting and Delivery of Shares. Except as otherwise set forth herein:

(i) The RSUs represent the right to receive the Vesting Quantity of Shares, subject to Certification. No vesting of the RSUs will occur before the Determination Date and no vested Shares will be delivered before Certification.

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<sup>1</sup> Closing price on Grant date

(ii) Vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the Determination Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the Determination Date will result in cessation of vesting and lapse without further consideration of the RSUs.

(iii) The vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice.

(iv) Subject to Sections 2(c) and 3, the Vesting Quantity of Shares shall be delivered to the Participant in respect of the RSUs as soon as practicable after Certification, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the Determination Date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs.

(v) Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

(vi) After RSUs have vested in the manner set forth in the Vesting provisions above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars following Certification, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration of Determination Date.**

(a) Except as provided in Section 3(b) or 3(c), if the Participant's status as an Eligible Person ceases at any time for any reason before all of the RSUs have already lapsed or vested, then all RSUs that have not already lapsed or vested will lapse without further consideration at the time of such cessation.

(b) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan (i) before the Determination Date has occurred, then the date of death or Disability will be the Determination Date; or (ii) after a Change in Control and during the time-based vesting period described in Section 3(c), then any RSUs then subject to time-based vesting shall immediately vest.

(c) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date then the Determination Date will be the effective date of the CIC and the Final Stock Price will be the effective price per share in the CIC rather than an average as defined above. If the acquirer in the CIC (the "Acquirer") does not assume this RSU Award then the Vesting Quantity of RSUs that would otherwise vest as of the CIC Determination Date (the "CIC Vesting Quantity") will vest effective immediately prior to the closing of the CIC. If the Acquirer assumes this RSU Award then the CIC Vesting Quantity will be subject to time-based vesting until the third anniversary of the Grant Date (the "CIC Vesting Date"), and will then vest if the Participant remains an Eligible Person until the CIC Vesting Date. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then the RSUs shall immediately vest; or (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC and before the CIC Vesting Date as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then the RSUs will lapse immediately without further consideration.

### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

"**Cashless Settlement**" means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company's obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

"**Net Settlement**" means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant's paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant's obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company's business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant's choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company's prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the “**Clawback Policy**”). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.

g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.

h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).

i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j. Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k. Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent.** *By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:*

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

(b) **Stock Plan Administration Service Providers.** *The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers.** *The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.*

(d) **Data Retention.** *The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) **Data Subject Rights.** *The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.*

## 11. Additional Agreements of Participant.

(a) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) **Lock-up.** In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the "**Lock-up Period**" means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company's underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).



(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes "Proprietary Information" that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant's service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant's service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company's information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

**12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION**  
**2021 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Special Executive AEBITDA-Based Retention Award**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Guy Abramo

**Number of Restricted Stock Units:** 481,651

**Grant Date:** March 20, 2023

**Qualification and Vesting:**

The RSUs are divided into two tranches, referred to as the “**Tranche 1 RSUs**” and the “**Tranche 2 RSUs**,” each consisting of half of the total number of RSUs. The Tranche 1 RSUs are subject to Qualification and vesting based upon 2023 In-Year AEBITDA and the Tranche 2 RSUs are subject to Qualification and vesting based upon 2023 Run-Rate AEBITDA, all as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

**Definitions:**

“**In-Year AEBITDA**” means the Adjusted EBITDA publicly reported by the Company for its 2023 fiscal year.

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**“Run-Rate AEBITDA”** means In-Year EBITDA as adjusted to give pro-forma effect to the Actioned Cost Initiatives as though the Actioned Cost Initiatives had been implemented and fully operational by January 1, 2023 and maintained in effect throughout 2023.

**“Actioned Cost Initiatives”** means the cost reduction initiatives, net of any ongoing cost additions, including but not limited to those surfaced through the Alix Partners analysis, that have been actioned by December 31, 2023.

The **“Determination Date”** is the date the Company publicly announces its earnings for the fiscal 2023 fourth quarter and full year.

**“Qualified RSUs”** are all Tranche 1 RSUs and Tranche 2 RSUs that become Qualified as described below as of the Determination Date but that are not yet vested.

The **“Vesting Dates”** are the first and second anniversaries of the Determination Date.

**Qualification:**

**Tranche 1 RSUs (In-Year EBITDA):**

If In-Year AEBITDA is less than \$175 million, then as of the Determination Date all of the Tranche 1 RSUs will lapse without further consideration.

If In-Year AEBITDA is \$180 million or more, then as of the Determination Date all of the Tranche 1 RSUs will become Qualified RSUs.

If In-Year AEBITDA is at least \$175 million but less than \$180 million, then as of the Determination Date a portion of the Tranche 1 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 1 RSUs plus the product of 50% of the total number of Tranche 1 RSUs and a fraction, the numerator of which is the amount by which In-Year AEBITDA exceeds \$175 million, and the denominator of which is \$5 million.

Any Tranche 1 RSUs that do not become Qualified RSUs as described above will lapse without further consideration.

**Tranche 2 RSUs (Run-Rate EBITDA):**

If Run-Rate AEBITDA is less than \$185 million, then as of the Determination Date all of the Tranche 2 RSUs will lapse without further consideration.

If Run-Rate AEBITDA is \$195 million or more, then as of the Determination Date all of the Tranche 2 RSUs will become Qualified RSUs.

If Run-Rate AEBITDA is at least \$185 million but less than \$195 million, then as of the Determination Date a portion of the Tranche 2 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 2 RSUs plus the product of 50% of the total number of Tranche 2 RSUs and a fraction, the numerator of which is the amount by which Run-Rate AEBITDA exceeds \$185 million and the denominator of which is \$10 million.

Any Tranche 2 RSUs that do not thus become Qualified RSUs as described above will lapse without further consideration.

**Vesting through Continued Service:**

Qualified RSUs are subject to time-based vesting. Except as otherwise set forth herein, 50% of any of the RSUs that become Qualified RSUs will vest on the first Vesting Date and the remaining 50% of any of the RSUs that become Qualified RSUs will vest on the second Vesting Date, provided, however, that:

(i) vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the scheduled Vesting Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the RSUs vest in full will result in cessation of vesting and lapse without further consideration of the RSUs that have not then vested;

(ii) no vesting will occur before the first scheduled Vesting Date;

(iii) vesting will occur only on scheduled Vesting Dates, without any ratable vesting for periods of time between Vesting Dates;

(iv) once the RSUs become Qualified RSUs, vesting of the Qualified RSUs will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended will be added to the end of the originally scheduled vesting period[s] during which vesting was suspended and the corresponding Vesting Date[s] will be delayed accordingly, to give the Participant an opportunity to vest in the Qualified RSUs that would have vested during the period that vesting was suspended by working for an additional period of time equal to the period that vesting was suspended;

(v) under all circumstances, the vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice; and

(vi) if the number of Qualified RSUs is odd, then the number of Qualified RSUs that shall become vested on the first scheduled Vesting Date shall be rounded up to the nearest whole Share, and the number of Qualified RSUs vesting on the second scheduled Vesting Date shall be rounded down to the nearest whole Share.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration.**

(a) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases (i) before January 1, 2024 for any reason, or (ii) on or after January 1, 2024 as a result of the Participant's resignation without "Good Reason" or dismissal by the Participant's Company affiliate employer for "Cause" (as those terms are defined in the Participant's employment agreement), then any of the RSUs that have neither vested nor lapsed at the time of such cessation, whether or not the RSUs are Qualified RSUs, will lapse without further consideration at the time of cessation.

(b) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after January 1, 2024 but before the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) the RSUs will remain outstanding until the Determination Date; (ii) any of the RSUs that do not become Qualified RSUs on the Determination Date will immediately lapse without further consideration; (iii) any of the RSUs that become Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); and (iv) the Pro-Rated RSUs will immediately vest and all RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration.

(c) Except as provided in Section 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) any Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); (ii) if the Participant's status as an Eligible Person ceases before the first Vesting Date, the Pro-Rated RSUs will immediately vest and all Qualified RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration; and (iii) if the Participant's status as an Eligible Person ceases after the first Vesting Date and before the second Vesting Date, the number of RSUs that previously vested on the first Vesting Date will be subtracted from the Pro-Rated RSUs, the remainder of the Pro-Rated RSUs will immediately vest, and the balance of the RSUs will immediately lapse without further consideration.

(d) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan, (i) if the Determination Date has not yet occurred, all of the RSUs will immediately vest, and (ii) if the Determination Date has occurred, then the Qualified RSUs, if any, that have not vested or lapsed will immediately vest.

(e) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date, and this RSU Award is not assumed by the acquirer in the CIC (the "Acquirer"), then all of the RSUs will become Qualified RSUs and will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC after the Determination Date and this RSU Award is not assumed by the Acquirer, then the Qualified RSUs will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC before the Determination Date and the Acquirer assumes this RSU Award, then all of the RSUs will become Qualified RSUs as of the effective date of the CIC and will vest to the extent dictated by Section 1 of this Notice, but substituting February 28, 2025 and February 28, 2026 as vesting dates for the first and second anniversaries of the Determination Date, respectively. If the Company undergoes a CIC after the Determination Date and the Acquirer assumes this RSU Award, then any Qualified RSUs that have not vested or lapsed to the extent dictated by Section 1 of this Notice will continue to vest in accordance with Section 1. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, all RSUs that have not yet vested or lapsed will immediately vest; and (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then all RSUs that have not yet vested or lapsed will lapse immediately without further consideration.

#### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.



(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

“**Cashless Settlement**” means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company’s obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

“**Net Settlement**” means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant’s paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant’s obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT’S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company’s business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant’s choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company’s prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) **Company Proprietary Interests.** As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) **Breach of Obligations to the Company.** If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) **NYSE Clawback Policy.** The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

a . The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.

b. The grant of the RSU Award is exceptional, voluntary anThis Secd occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.

c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.

d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.

e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.

g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.

h . No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).

i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j . Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k . Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent. By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:**

(a) ***Data Collection and Usage.*** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

( b ) Stock Plan Administration Service Providers. The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

( c ) International Data Transfers. The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.

( d ) Data Retention. The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

( e ) Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.

( f ) Data Subject Rights. The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.

## **11. Additional Agreements of Participant.**

(a) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

**12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Special Executive AEBITDA-Based Retention Award**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Thomas Spaeth

**Number of Restricted Stock Units:** 275,229

**Grant Date:** March 20, 2023

**Qualification and Vesting:**

The RSUs are divided into two tranches, referred to as the “**Tranche 1 RSUs**” and the “**Tranche 2 RSUs**,” each consisting of half of the total number of RSUs. The Tranche 1 RSUs are subject to Qualification and vesting based upon 2023 In-Year AEBITDA and the Tranche 2 RSUs are subject to Qualification and vesting based upon 2023 Run-Rate AEBITDA, all as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

**Definitions:**

“**In-Year AEBITDA**” means the Adjusted EBITDA publicly reported by the Company for its 2023 fiscal year.

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**“Run-Rate AEBITDA”** means In-Year EBITDA as adjusted to give pro-forma effect to the Actioned Cost Initiatives as though the Actioned Cost Initiatives had been implemented and fully operational by January 1, 2023 and maintained in effect throughout 2023.

**“Actioned Cost Initiatives”** means the cost reduction initiatives, net of any ongoing cost additions, including but not limited to those surfaced through the Alix Partners analysis, that have been actioned by December 31, 2023.

The **“Determination Date”** is the date the Company publicly announces its earnings for the fiscal 2023 fourth quarter and full year.

**“Qualified RSUs”** are all Tranche 1 RSUs and Tranche 2 RSUs that become Qualified as described below as of the Determination Date but that are not yet vested.

The **“Vesting Dates”** are the first and second anniversaries of the Determination Date.

**Qualification:**

**Tranche 1 RSUs (In-Year EBITDA):**

If In-Year AEBITDA is less than \$175 million, then as of the Determination Date all of the Tranche 1 RSUs will lapse without further consideration.

If In-Year AEBITDA is \$180 million or more, then as of the Determination Date all of the Tranche 1 RSUs will become Qualified RSUs.

If In-Year AEBITDA is at least \$175 million but less than \$180 million, then as of the Determination Date a portion of the Tranche 1 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 1 RSUs plus the product of 50% of the total number of Tranche 1 RSUs and a fraction, the numerator of which is the amount by which In-Year AEBITDA exceeds \$175 million, and the denominator of which is \$5 million.

Any Tranche 1 RSUs that do not become Qualified RSUs as described above will lapse without further consideration.

**Tranche 2 RSUs (Run-Rate EBITDA):**

If Run-Rate AEBITDA is less than \$185 million, then as of the Determination Date all of the Tranche 2 RSUs will lapse without further consideration.

If Run-Rate AEBITDA is \$195 million or more, then as of the Determination Date all of the Tranche 2 RSUs will become Qualified RSUs.

If Run-Rate AEBITDA is at least \$185 million but less than \$195 million, then as of the Determination Date a portion of the Tranche 2 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 2 RSUs plus the product of 50% of the total number of Tranche 2 RSUs and a fraction, the numerator of which is the amount by which Run-Rate AEBITDA exceeds \$185 million and the denominator of which is \$10 million.

Any Tranche 2 RSUs that do not thus become Qualified RSUs as described above will lapse without further consideration.

**Vesting through Continued Service:**

Qualified RSUs are subject to time-based vesting. Except as otherwise set forth herein, 50% of any of the RSUs that become Qualified RSUs will vest on the first Vesting Date and the remaining 50% of any of the RSUs that become Qualified RSUs will vest on the second Vesting Date, provided, however, that:

(i) vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the scheduled Vesting Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the RSUs vest in full will result in cessation of vesting and lapse without further consideration of the RSUs that have not then vested;

(ii) no vesting will occur before the first scheduled Vesting Date;

(iii) vesting will occur only on scheduled Vesting Dates, without any ratable vesting for periods of time between Vesting Dates;

(iv) once the RSUs become Qualified RSUs, vesting of the Qualified RSUs will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended will be added to the end of the originally scheduled vesting period[s] during which vesting was suspended and the corresponding Vesting Date[s] will be delayed accordingly, to give the Participant an opportunity to vest in the Qualified RSUs that would have vested during the period that vesting was suspended by working for an additional period of time equal to the period that vesting was suspended;

(v) under all circumstances, the vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice; and

(vi) if the number of Qualified RSUs is odd, then the number of Qualified RSUs that shall become vested on the first scheduled Vesting Date shall be rounded up to the nearest whole Share, and the number of Qualified RSUs vesting on the second scheduled Vesting Date shall be rounded down to the nearest whole Share.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.

(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration.**

(a) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases (i) before January 1, 2024 for any reason, or (ii) on or after January 1, 2024 as a result of the Participant's resignation without "Good Reason" or dismissal by the Participant's Company affiliate employer for "Cause" (as those terms are defined in the Participant's employment agreement), then any of the RSUs that have neither vested nor lapsed at the time of such cessation, whether or not the RSUs are Qualified RSUs, will lapse without further consideration at the time of cessation.

(b) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after January 1, 2024 but before the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) the RSUs will remain outstanding until the Determination Date; (ii) any of the RSUs that do not become Qualified RSUs on the Determination Date will immediately lapse without further consideration; (iii) any of the RSUs that become Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); and (iv) the Pro-Rated RSUs will immediately vest and all RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration.

(c) Except as provided in Section 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) any Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); (ii) if the Participant's status as an Eligible Person ceases before the first Vesting Date, the Pro-Rated RSUs will immediately vest and all Qualified RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration; and (iii) if the Participant's status as an Eligible Person ceases after the first Vesting Date and before the second Vesting Date, the number of RSUs that previously vested on the first Vesting Date will be subtracted from the Pro-Rated RSUs, the remainder of the Pro-Rated RSUs will immediately vest, and the balance of the RSUs will immediately lapse without further consideration.

(d) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan, (i) if the Determination Date has not yet occurred, all of the RSUs will immediately vest, and (ii) if the Determination Date has occurred, then the Qualified RSUs, if any, that have not vested or lapsed will immediately vest.

(e) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date, and this RSU Award is not assumed by the acquirer in the CIC (the "Acquirer"), then all of the RSUs will become Qualified RSUs and will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC after the Determination Date and this RSU Award is not assumed by the Acquirer, then the Qualified RSUs will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC before the Determination Date and the Acquirer assumes this RSU Award, then all of the RSUs will become Qualified RSUs as of the effective date of the CIC and will vest to the extent dictated by Section 1 of this Notice, but substituting February 28, 2025 and February 28, 2026 as vesting dates for the first and second anniversaries of the Determination Date, respectively. If the Company undergoes a CIC after the Determination Date and the Acquirer assumes this RSU Award, then any Qualified RSUs that have not vested or lapsed to the extent dictated by Section 1 of this Notice will continue to vest in accordance with Section 1. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, all RSUs that have not yet vested or lapsed will immediately vest; and (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then all RSUs that have not yet vested or lapsed will lapse immediately without further consideration.

#### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

“**Cashless Settlement**” means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company’s obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

“**Net Settlement**” means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant’s paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant’s obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT’S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company’s business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant’s choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company’s prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) Company Proprietary Interests. As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) Breach of Obligations to the Company. If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) NYSE Clawback Policy. The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.



9. **Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

- a. The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.
- b. The grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.
- c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.
- d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.
- e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.
- f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.
- g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.
- h. No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).
- i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.
- j. Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.
- k. Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

10. **Data Privacy Notice and Consent.** By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:

(a) **Data Collection and Usage.** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

( b ) Stock Plan Administration Service Providers. The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

( c ) International Data Transfers. The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.

( d ) Data Retention. The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

( e ) Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.

( f ) Data Subject Rights. The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.

#### **11. Additional Agreements of Participant.**

(a) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.

(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

**12. General.**

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION  
2021 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT GRANT NOTICE**

**FOR U.S. PARTICIPANTS**

**2023 Special Executive AEBITDA-Based Retention Award**

Notice (this “**Notice**”) is hereby given of the grant by HireRight Holdings Corporation (the “**Company**”) to the Participant named below (the “**Participant**”) of a Restricted Stock Unit Award as described below (the “**RSU Award**”) under the Company’s 2021 Omnibus Incentive Plan (the “**Plan**”). The RSU Award consists of the number of Restricted Stock Units set forth below (the “**Restricted Stock Units**” or “**RSUs**”). Each RSU represents the right to receive one share (a “**Share**”) of the Company’s Common Stock, par value \$0.001 (the “**Common Stock**”), subject to vesting as set forth below.

The RSU Award is governed by and subject to this Notice and the Plan, which is incorporated into this Notice by reference. A copy of the Plan has been made available to the Participant together with this Notice and can also be obtained through the Participant’s account with the Company’s Plan administrator. This Notice includes certain core terms and conditions of the RSU Award but reference must be made to the Plan for complete terms and conditions. In the event of a conflict between the terms of this Notice and the Plan, the terms of the Plan controls.

By acceptance of the RSU Award, and also through performance of the vesting requirements and acceptance of the Shares issuable upon vesting, the Participant agrees to the terms and conditions set forth in this Notice and the Plan. Capitalized terms used but not defined in this Notice shall have the meanings given to them in the Plan.

**1. The RSU Award**

**Participant Name:** Brian Copple

**Number of Restricted Stock Units:** 172,018

**Grant Date:** March 20, 2023

**Qualification and Vesting:**

The RSUs are divided into two tranches, referred to as the “**Tranche 1 RSUs**” and the “**Tranche 2 RSUs**,” each consisting of half of the total number of RSUs. The Tranche 1 RSUs are subject to Qualification and vesting based upon 2023 In-Year AEBITDA and the Tranche 2 RSUs are subject to Qualification and vesting based upon 2023 Run-Rate AEBITDA, all as described below. In case of any conflict between the provisions below and the provisions of any employment or service agreement, offer letter, severance agreement or plan, or any other agreement between the Participant and the Company or any Affiliate (such agreement, letter or plan, a “**Separate Arrangement**”), the provisions below will govern. Specifically and without limiting the foregoing, the vesting terms of any such Separate Arrangement will not apply to the RSUs.

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**Definitions:**

“**In-Year AEBITDA**” means the Adjusted EBITDA publicly reported by the Company for its 2023 fiscal year.

“**Run-Rate AEBITDA**” means In-Year EBITDA as adjusted to give pro-forma effect to the Actioned Cost Initiatives as though the Actioned Cost Initiatives had been implemented and fully operational by January 1, 2023 and maintained in effect throughout 2023.

“**Actioned Cost Initiatives**” means the cost reduction initiatives, net of any ongoing cost additions, including but not limited to those surfaced through the Alix Partners analysis, that have been actioned by December 31, 2023.

The “**Determination Date**” is the date the Company publicly announces its earnings for the fiscal 2023 fourth quarter and full year.

“**Qualified RSUs**” are all Tranche 1 RSUs and Tranche 2 RSUs that become Qualified as described below as of the Determination Date but that are not yet vested.

The “**Vesting Dates**” are the first and second anniversaries of the Determination Date.

**Qualification:**

**Tranche 1 RSUs (In-Year EBITDA):**

If In-Year AEBITDA is less than \$175 million, then as of the Determination Date all of the Tranche 1 RSUs will lapse without further consideration.

If In-Year AEBITDA is \$180 million or more, then as of the Determination Date all of the Tranche 1 RSUs will become Qualified RSUs.

If In-Year AEBITDA is at least \$175 million but less than \$180 million, then as of the Determination Date a portion of the Tranche 1 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 1 RSUs plus the product of 50% of the total number of Tranche 1 RSUs and a fraction, the numerator of which is the amount by which In-Year AEBITDA exceeds \$175 million, and the denominator of which is \$5 million.

Any Tranche 1 RSUs that do not become Qualified RSUs as described above will lapse without further consideration.

**Tranche 2 RSUs (Run-Rate EBITDA):**

If Run-Rate AEBITDA is less than \$185 million, then as of the Determination Date all of the Tranche 2 RSUs will lapse without further consideration.

If Run-Rate AEBITDA is \$195 million or more, then as of the Determination Date all of the Tranche 2 RSUs will become Qualified RSUs.

If Run-Rate AEBITDA is at least \$185 million but less than \$195 million, then as of the Determination Date a portion of the Tranche 2 RSUs will become Qualified RSUs, such portion calculated as the sum of 50% of the Tranche 2 RSUs plus the product of 50% of the total number of Tranche 2 RSUs and a fraction, the numerator of which is the amount by which Run-Rate AEBITDA exceeds \$185 million and the denominator of which is \$10 million.

Any Tranche 2 RSUs that do not thus become Qualified RSUs as described above will lapse without further consideration.

**Vesting through Continued Service:**

Qualified RSUs are subject to time-based vesting. Except as otherwise set forth herein, 50% of any of the RSUs that become Qualified RSUs will vest on the first Vesting Date and the remaining 50% of any of the RSUs that become Qualified RSUs will vest on the second Vesting Date, provided, however, that:

(i) vesting is subject to the Participant's continuous status as an Eligible Person from the Grant Date to the scheduled Vesting Date, and cessation of the Participant's continuous status as an Eligible Person for any or no reason before the RSUs vest in full will result in cessation of vesting and lapse without further consideration of the RSUs that have not then vested;

(ii) no vesting will occur before the first scheduled Vesting Date;

(iii) vesting will occur only on scheduled Vesting Dates, without any ratable vesting for periods of time between Vesting Dates;

(iv) once the RSUs become Qualified RSUs, vesting of the Qualified RSUs will be suspended during the portion of any leave of absence (LOA) the Participant has in excess of 90 days, and if the Participant returns to work following such a LOA, then an amount of time equal to the period that vesting was suspended will be added to the end of the originally scheduled vesting period[s] during which vesting was suspended and the corresponding Vesting Date[s] will be delayed accordingly, to give the Participant an opportunity to vest in the Qualified RSUs that would have vested during the period that vesting was suspended by working for an additional period of time equal to the period that vesting was suspended;

(v) under all circumstances, the vesting of the RSUs shall be subject to the satisfaction of the Participant's obligations as set forth in Section 7 of this Notice; and

(vi) if the number of Qualified RSUs is odd, then the number of Qualified RSUs that shall become vested on the first scheduled Vesting Date shall be rounded up to the nearest whole Share, and the number of Qualified RSUs vesting on the second scheduled Vesting Date shall be rounded down to the nearest whole Share.

**2. Vesting of RSUs and Payment of Shares.**

(a) Prior to Vesting. Each RSU will represent an unsecured obligation of the Company, for which there is no trust and no obligation other than to issue underlying Shares as provided by this Notice and the Plan. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any RSUs, or any Shares deliverable hereunder, unless and until such RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars. No adjustment shall be made for any dividends (ordinary or extraordinary, whether cash, securities, or other property), dividend equivalents, or distributions or other rights for which the record date is prior to the date Shares are issued, except as provided in Section 11 of the Plan.



(b) Vesting. Each RSU represents the right to receive one Share on the date it vests. Subject to Section 3 and the next paragraph, one whole Share shall be delivered to the Participant in respect of each RSU that vests as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) month following the end of the calendar year, or if later, the end of the Company's tax year, in either case that includes the vesting date. In no event will the Participant be permitted, directly or indirectly, to specify the taxable year of delivery of Shares pursuant to vesting of RSUs. Any distribution or delivery of Shares to be made to the Participant will, if the Participant is then deceased, be made to the Participant's designated beneficiary, or if no beneficiary survives the Participant, the administrator or executor of the Participant's estate. Any such transferee must furnish the Company with written notice of his or her status as transferee and evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer. After RSUs have vested in the manner set forth in the Vesting Schedule above and the underlying Shares have been issued and recorded on the records of the Company or its transfer agents or registrars, the Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

(c) 409A. Notwithstanding anything in the Plan, this Notice, or any Separate Arrangement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the RSUs is accelerated in connection with the termination of the Participant's service (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) the Participant is a "specified employee" within the meaning of Section 409A at the time of the termination of the Participant's service and (y) the delivery of Shares pursuant to such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if made on or within the six (6) month period following the termination of the Participant's service, then the delivery of such Shares will not be made until the date that is six (6) months and one (1) day following the date of termination of the Participant's service, unless the Participant dies following the date his or her service terminates, in which case, the RSUs will be paid in Shares to the Participant's estate as soon as practicable following his or her death. It is the intent of this Notice that the grant of the RSUs and delivery of any Shares issuable upon vesting of the RSUs be exempt from the requirements of Section 409A to the greatest extent provided under the regulations promulgated so that none of the RSUs or Shares issuable upon vesting of RSUs will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. To the extent that any RSUs or any Shares issuable under the terms of any RSUs are determined to be subject to the requirements of Section 409A, it is the intent of this Notice that this RSU Award comply with Section 409A, and any ambiguities will be interpreted to so comply. For purposes of this Notice, "**Section 409A**" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

### **3. Termination of Service and Acceleration.**

(a) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases (i) before January 1, 2024 for any reason, or (ii) on or after January 1, 2024 as a result of the Participant's resignation without "Good Reason" or dismissal by the Participant's Company affiliate employer for "Cause" (as those terms are defined in the Participant's employment agreement), then any of the RSUs that have neither vested nor lapsed at the time of such cessation, whether or not the RSUs are Qualified RSUs, will lapse without further consideration at the time of cessation.

(b) Except as provided in Section 3(c), 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after January 1, 2024 but before the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) the RSUs will remain outstanding until the Determination Date; (ii) any of the RSUs that do not become Qualified RSUs on the Determination Date will immediately lapse without further consideration; (iii) any of the RSUs that become Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); and (iv) the Pro-Rated RSUs will immediately vest and all RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration.

(c) Except as provided in Section 3(d) or 3(e), if the Participant's status as an Eligible Person ceases on or after the Determination Date as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, then (i) any Qualified RSUs will be pro-rated by multiplying the number of Qualified RSUs by a fraction, the numerator of which is the number of days from the Grant Date to the date of cessation of the Participant's status as an Eligible Person, and the denominator of which is the number of days from the Grant Date to the third anniversary of the Grant Date (such product the "Pro-Rated RSUs"); (ii) if the Participant's status as an Eligible Person ceases before the first Vesting Date, the Pro-Rated RSUs will immediately vest and all Qualified RSUs that are not Pro-Rated RSUs will immediately lapse without further consideration; and (iii) if the Participant's status as an Eligible Person ceases after the first Vesting Date and before the second Vesting Date, the number of RSUs that previously vested on the first Vesting Date will be subtracted from the Pro-Rated RSUs, the remainder of the Pro-Rated RSUs will immediately vest, and the balance of the RSUs will immediately lapse without further consideration.

(d) If the Participant's status as an Eligible Person ceases as a result of the Participant's death or Disability as described in the Plan, (i) if the Determination Date has not yet occurred, all of the RSUs will immediately vest, and (ii) if the Determination Date has occurred, then the Qualified RSUs, if any, that have not vested or lapsed will immediately vest.

(e) If the Company undergoes a Change in Control (as defined in the Plan, a "CIC") before the Determination Date, and this RSU Award is not assumed by the acquirer in the CIC (the "Acquirer"), then all of the RSUs will become Qualified RSUs and will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC after the Determination Date and this RSU Award is not assumed by the Acquirer, then the Qualified RSUs will vest effective immediately prior to the closing of the CIC. If the Company undergoes a CIC before the Determination Date and the Acquirer assumes this RSU Award, then all of the RSUs will become Qualified RSUs as of the effective date of the CIC and will vest to the extent dictated by Section 1 of this Notice, but substituting February 28, 2025 and February 28, 2026 as vesting dates for the first and second anniversaries of the Determination Date, respectively. If the Company undergoes a CIC after the Determination Date and the Acquirer assumes this RSU Award, then any Qualified RSUs that have not vested or lapsed to the extent dictated by Section 1 of this Notice will continue to vest in accordance with Section 1. However, notwithstanding the foregoing, (i) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation with Good Reason or dismissal by the Participant's Company affiliate employer without Cause, all RSUs that have not yet vested or lapsed will immediately vest; and (ii) if the Participant's status as an Eligible Person ceases in connection with or following the CIC as a result of the Participant's resignation of employment without Good Reason or dismissal by the Participant's Company affiliate employer with Cause, then all RSUs that have not yet vested or lapsed will lapse immediately without further consideration.

#### **4. Tax Consequences, Withholding, and Liability.**

(a) The Participant may suffer adverse tax consequences as a result of the grant or vesting of the RSUs and issuance and/or disposition of the Shares. The Participant understands that the actual tax consequences associated with the RSUs and Shares are complicated and depend, in part, on the Participant's specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. THEREFORE, THE PARTICIPANT SHOULD SEEK INDEPENDENT ADVICE REGARDING THE APPLICABLE PROVISIONS OF THE FEDERAL TAX LAW AND THE TAX LAWS OF ANY MUNICIPALITY, STATE OR OTHER JURISDICTION TO WHICH THE PARTICIPANT IS SUBJECT. By accepting the RSUs and any Shares, the Participant acknowledges and agrees that the Participant has either consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the RSUs and Shares in light of the Participant's specific situation or has had the opportunity to consult with such a tax advisor and has chosen not to do so. Neither the Company or any Subsidiary, nor any of their respective employees, counsel, or agents have provided to the Participant, and the Participant has not relied upon from the Company or any Subsidiary, or any of their respective employees, counsel, or agents, any written or oral advice or representation regarding the U.S. federal, state, local or non-U.S. tax consequences of the receipt, ownership and vesting of the RSUs, the issuance of Shares in connection with vesting of the RSUs, the other transactions contemplated by this Notice, or the value of the Company or the RSUs or Shares at any time. With respect to such matters, the Participant relies solely on the Participant's own advisors.

(b) The Participant (and not the Company or any Subsidiary) shall be responsible for the Participant's tax liability that may arise as a result of the receipt, ownership and vesting of the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice (the "**Participant Tax Obligations**"). Pursuant to such procedures as the Company or its Plan administrator may specify from time to time, the Company or any Subsidiary, as applicable, shall satisfy its obligations to pay withholding taxes or other tax deposits in connection with the RSUs, the issuance of Shares, or the other transactions contemplated by this Notice in accordance with applicable law or regulation (the "**Company Deposits**"). If Company Deposits are less than the Participant Tax Obligations, the Participant is solely responsible for any additional taxes due. If the Participant's reimbursement of the Company or a Subsidiary (whether by payment of cash or surrender of Shares or any other means) for Company Deposits exceeds the Participant Tax Obligations, the Participant's sole recourse will be against the relevant taxing authorities, and the Company and its Subsidiaries will have no obligation to the Participant in respect thereof. The Participant is responsible for determining the Participant Tax Obligations and making appropriate payments to or obtaining appropriate refunds from the relevant taxing authorities in respect of the Participant Tax Obligations and to avoid interest and penalties.

(c) Payment by the Company or a Subsidiary of Company Deposits will result in a commensurate obligation of the Participant to pay, or cause to be paid, to the Company or a Subsidiary, in accordance with Section 14(d) of the Plan, the amount of Company Deposits so paid, and the Company shall not be required to issue any of the Shares or any interest therein unless and until the Participant has satisfied this obligation. If, at the time Shares are to be issued, the Common Stock is not freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), the Participant may in the Participant's sole discretion satisfy the obligation to repay the Company Deposits by electing to have the Company withhold and retain such number of Shares otherwise deliverable to the Participant, and/or by surrendering such number of Shares already delivered to the Participant, having an aggregate Fair Market Value equal to the amount of such Company Deposits.

(d) If the Company pays any Company Deposits in connection with vesting of RSUs on any Vesting Date that the Common Stock is freely tradeable on a national securities exchange or market system (and for this purpose, a blackout pursuant to the Company's insider trading policy will not be considered to render the Shares not freely tradeable), then the Participant shall reimburse the Company for such Company Deposits through Cashless Settlement or, if elected by the Company in any case, through Net Settlement. There is no assurance that the price at which Shares are sold in a Cashless Settlement or retained in a Net Settlement will equal the value at which Shares vesting on the Vesting Date are taxed. For these purposes,

“**Cashless Settlement**” means a number of the Shares issuable pursuant to the RSUs vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid will be sold within an administratively reasonable period of time on or after that date by a broker selected or approved by the Company at such fees and pursuant to such rules and process as the Company may reasonably approve. The Participant will bear the brokerage fees and other costs associated with such sale and related transmission of funds. The net proceeds from such sale will be remitted to the relevant tax authorities in satisfaction of the Company’s obligation to make Company Deposits or paid to the Company in reimbursement of any Company Deposits paid, and any remaining net proceeds shall be delivered to the Participant or a brokerage account maintained for the Participant.

“**Net Settlement**” means the Company retains a number of the Shares issuable pursuant to RSU vesting on that date having an aggregate Fair Market Value that equals the amount of the Company Deposits paid.

In lieu of the foregoing methods of reimbursing Company Deposits, the Participant may, at any time that any RSUs remain unvested, make a one-time irrevocable election to reimburse the Company in cash for all future Company Deposits.

(e) The Company will not withhold from the Participant’s paycheck(s) and/or any other amounts payable to the Participant to satisfy the Participant’s obligation to reimburse the Company for Company Deposits except to the extent that the other methods of repaying the Company described in this Section 4 are not sufficient to satisfy such reimbursement obligation in full.

**5. No Guarantee of Continued Service** VESTING OF THE RSUs IS EARNED ONLY BY CONTINUOUS SERVICE AT THE WILL OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) AND NOT THROUGH BEING HIRED OR BEING GRANTED THE RSUs. THIS NOTICE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE APPLICABLE TO THE RSUs DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT TO PROVIDE SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR, IF DIFFERENT, THE SUBSIDIARY ENGAGING THE PARTICIPANT) TO TERMINATE THE PARTICIPANT’S SERVICE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE, AND WITH OR WITHOUT CAUSE.

**6. Participant Representations.** The Participant is generally aware of the Company’s business affairs and financial condition and understands and acknowledges that (i) an investment in the Shares involves a high degree of risk; (ii) the Participant was and is free to use professional advisors of the Participant’s choice to advise the Participant regarding this RSU Award; (iii) the Participant has reviewed and understands this Notice and the Plan and the meaning and consequences of receiving grants of RSUs and Shares issued upon vesting of RSUs; (iv) receipt of the RSUs and any Shares issued upon vesting of the RSUs is voluntary and the Participant is accepting the RSUs and any Shares issued freely and without coercion or duress; and (v) the Participant has not received and is not relying, and will not rely, upon any advice, representations or assurances made by or on behalf of the Company or any of its Affiliates or any employee of or counsel to the Company or any of its Affiliates regarding the Company’s prospects or the value of the RSU Award or Shares issuable upon vesting of the RSUs, any tax or other effects or implications of the RSUs or Shares or other matters contemplated by this RSU Award.

**7. Additional Conditions to Issuance of Stock, Forfeiture, and Clawback.**

(a) **Company Proprietary Interests.** As a condition to receipt and vesting of any RSUs and issuance of Shares, the Participant must enter into an agreement with the Company, in form specified by the Company, to protect the Company's confidential information, intellectual property, and business interests (the "**Proprietary Interests Agreement**"), if the Participant has not already done so, and acceptance of Restricted Stock Units and any Shares will constitute the Participant's agreement to the Proprietary Interests Agreement.

(b) **Breach of Obligations to the Company.** If the Participant's employment or service as an Eligible Person is terminated for Cause, or if the Participant, without the written consent of the Company or an Affiliate, (i) has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct intentionally contributing to any material financial restatements or irregularities, or (ii) violates in any material respect the Proprietary Interests Agreement or any other contract between the Participant and the Company or any Affiliate, or the Participant's common law duty of confidentiality or trade secret protection, or any Company policy prohibiting misappropriation of property or any illegal or fraudulent acts, the Company may suspend any vesting of any RSUs or issuance of any Shares pending the Participant's cure of such breach, and if such breach cannot be cured or is not cured to the Company's reasonable satisfaction within such period of not less than thirty (30) days as the Company may specify, the Company may (a) terminate any RSUs for which Shares have not been issued and will have no obligation to issue any Shares in respect of any such terminated RSUs or to provide any consideration to the Participant in respect thereof; and (b) require the Participant to forfeit and return to the Company any compensation, gain or other value realized on the vesting of the RSUs or the sale or other transfer of Shares. This Section 7(b) and Section 7(c) are in addition to any clawback required by applicable law.

(c) **NYSE Clawback Policy.** The Company maintains a Clawback Policy pursuant to Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "**Clawback Policy**"). If the Participant is an Executive Officer of the Company as defined in the Clawback Policy, and the Company is required to restate its financial statements due to material non-compliance with any financial reporting requirement, then pursuant to the Clawback Policy the Participant must disgorge to the Company any Incentive-Based Compensation the Participant received, including without limitation pursuant to this RSU Award, after commencing service as an Executive Officer in excess of the amount of Incentive Based Compensation the Participant would have been entitled to receive if the restated financial statements had originally been reported properly. This Section 7(c) summarizes the Clawback Policy and is qualified in all respects by reference to the Clawback Policy.

**8. Restrictions on Transfer.** Except as otherwise provided in this Notice, the RSUs will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or upon any attempted sale under any execution, attachment or similar process, the affected RSUs will become null and void. The Company may impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares, including without limitation (a) restrictions under an insider trading policy, (b) restrictions designed to delay and/or coordinate the timing and manner of sales by the Participant and other holders, (c) restrictions as to the use of a specified brokerage firm for such resales or other transfers, and (d) restrictions to comply with applicable law.

**9. Nature of Grant.** By accepting the RSU Award, the Participant acknowledges, understands and agrees that:

a . The Plan is established voluntarily by the Company, is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan.

b. The grant of the RSU Award is exceptional, voluntary anThis Secd occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.

c. All decisions with respect to future RSU or other equity grants, if any, will be at the sole discretion of the Company.

d. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any other compensation.

e. The RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

f. The future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty.

g. The value of the Shares acquired upon settlement of the RSUs may increase or decrease.

h . No claim or entitlement to compensation or damages shall arise from the forfeiture of the RSUs resulting from the termination of the Participant's service as an Eligible Person (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws or the terms of the Participant's service agreement, if any).

i. Unless otherwise agreed with the Company in writing, the RSU Award and the Shares subject to the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate or Subsidiary.

j . Unless otherwise provided in the Plan or separate written agreement between the Participant and the Company, or by the Company in its discretion, the RSU Award and the benefits evidenced by this Notice do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

k . Neither the Company nor any other Affiliate or Subsidiary shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. Data Privacy Notice and Consent. By participating in the Plan, the Participant is consenting to the processing of his or her personal data as follows:**

(a) ***Data Collection and Usage.*** *The Company is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A., and grants this RSU Award to the Participant at its sole discretion. The Company and its Affiliates and Subsidiaries collect, process and use the Participant's personal data, including the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer ("Data"). The Company collects the Data for purposes of implementing, administering and managing the Plan. Where required, the Company's legal basis for the processing of the Data is the Participant's consent.*

( b ) Stock Plan Administration Service Providers. The Company may transfer Data to E\*Trade Financial Services, Inc. and certain of its affiliates (jointly, "E\*Trade"), which is assisting the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

( c ) International Data Transfers. The Company and E\*Trade are based in U.S. The Participant should note that the Participant's country may have enacted data privacy laws that are different from those of the U.S. Where required, the Company's legal basis for the transfer of the Data is the Participant's consent.

( d ) Data Retention. The Company will use the Data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, securities, exchange control and labor laws. This period may extend beyond the termination of the Participant's service relationship. When the Company no longer needs the Data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

( e ) Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and the Participant's grant of consent are purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's cash compensation from or his or her service relationship; the Participant would merely forfeit the opportunities associated with the Plan.

( f ) Data Subject Rights. The Participant may have a number of rights under applicable data privacy laws, which may include the right to (a) request access to or copies of Data, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing, (e) portability of Data, (f) lodge complaints with competent authorities in the Participant's country or state, and/or (g) a list with the names and addresses of any potential recipients of Data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights, please contact the Company at 100 Centerview Drive, Suite 300, Nashville, TN 37214, U.S.A.

#### **11. Additional Agreements of Participant.**

(a) Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to RSUs or Shares by electronic means or request the Participant's consent to participate in the Plan by electronic means. Electronic delivery of and consent to the Plan documents and participation in the Plan shall have the same force and effect as hard copies executed in ink. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan and administration of this Notice, the RSUs and the Shares through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(b) Lock-up. In connection with any underwritten public offering by the Company of its equity securities pursuant to a registration statement filed under the Securities Act, upon the request of the Company or the underwriters managing such offering, during the Lock-up Period (as defined below), the Participant shall not, without the prior written consent of the Company or its underwriters, directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer or grant any option, right or warrant or other contract for the purchase of, lend, purchase any option or other contract for the sale of, enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares or other securities into which the Shares may be converted or that are issued in respect of the Shares (other than those included in the registration). For this purpose, the “**Lock-up Period**” means such period of time after the effective date of the registration as is requested by the Company or the underwriters; provided that such period shall not exceed 180 days (or such additional period as may reasonably be requested by the Company or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules). The Company’s underwriters shall be beneficiaries of this provision, and the Participant shall execute and deliver such agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In addition, if requested by the Company or the underwriters of Common Stock (or other securities) of the Company, the Participant shall provide, within ten (10) days of such request, such information as may be required or reasonably requested by the Company or the underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 11(b) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the Shares (or other securities) subject to the foregoing restriction until the end of said 180-day (or other) period. The Participant agrees, and will cause any transferee to agree, that any transferee of the Option shall be bound by this Section 11(b).

(d) Proprietary Information. The Participant agrees that all financial and other information relating to the Company furnished to the Participant constitutes “Proprietary Information” that is the property of the Company. The Participant shall hold in confidence and not disclose or, except within the scope of Participant’s service, use any Proprietary Information. The Participant shall not be obligated under this paragraph with respect to information the Participant can document is or becomes readily publicly available without restriction through no fault of the Participant. Upon termination of the Participant’s service, the Participant shall promptly return to the Company all items containing or embodying Proprietary Information (including all copies). This paragraph supplements, but does not limit, any other agreement between the Participant and the Company, or any applicable law, related to protection, ownership, or use of the Company’s information or property.



(e) Consideration. The RSUs and Shares are issued in consideration of services provided by the Participant and/or other benefit to the Company within the meaning of Section 152 of the General Corporation Law of the State of Delaware; the Participant is not required to make any cash payment to the Company in respect of issuance of RSUs or Shares.

## 12. General.

(a) No Waiver; Remedies. Either party's failure to enforce any provision of this Notice shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing such provision and each and every other provision of this Notice. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

(b) Successors and Assigns. The terms of this Notice shall inure to the benefit of and bind the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, the terms of this Notice shall be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. The rights and obligations of the Participant under this Notice may be assigned only with the prior written consent of the Company.

(c) Notices. Any notice hereunder shall be in writing (which shall include electronic transmission) and shall be deemed received (i) the business day following electronic verification of receipt if sent electronically, (ii) upon personal delivery to the party to whom the notice is directed, (iii) the business day following deposit with a reputable overnight courier, or (iv) five days after deposit in the U.S. mail, First Class with postage prepaid. Notice shall be addressed to the Company at its principal executive office, attention General Counsel and Chief Human Resources Officer, and to the Participant at the address that he or she most recently provided to the Company. The Participant agrees that it is the Participant's responsibility to notify the Company of any changes to his or her mailing address so that the Participant may receive any shareholder information to be delivered by regular mail.

(d) Modifications to Notice. Modifications to this Notice can be made only in an express written contract executed by a duly authorized officer of the Company and will not require the consent of the Participant unless such modification would materially adversely affect the rights of the Participant hereunder. Notwithstanding anything to the contrary in the Plan or this Notice, the Company reserves the right, but is not required, to revise this Notice as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this RSU Award.

(e) Governing Law and Venue. All matters arising out of or relating to this Notice and the transactions contemplated hereby, including its validity, interpretation, construction, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. For purposes of any action, lawsuit or other proceedings brought to enforce this Notice, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of Davidson County, Tennessee, or the federal courts for the United States for the Middle District of Tennessee, and no other courts.

(f) Severability. If any provision of this Notice becomes or is declared by a court or arbitrator having jurisdiction over a dispute hereunder to be illegal, unenforceable or void, such provision shall be amended to the extent necessary to conform to applicable law so as to be valid and enforceable and to achieve, to the extent possible, the economic, business and other purposes of such illegal, unenforceable, or void provision or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be deleted from this Notice and the remainder of this Notice shall continue in full force and effect.

(g) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on any RSU granted under the Plan and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements, consents, authorizations or undertakings that may be necessary to accomplish the foregoing.

(h) Waiver. The Participant acknowledges that a waiver by the Company or any Affiliate of breach of any provision of this Notice shall not operate or be construed as a waiver of any other provision of this Notice, or of any subsequent breach, whether of like or different nature.

(i) Entire Agreement. The Plan and this Notice, along with any Separate Arrangement (to the extent applicable), form a contract and constitute the entire understanding between the Participant and the Company with respect to the RSUs and the Shares issuable upon vesting of the RSUs and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect thereto.

Dated: March 20, 2023

**HIRERIGHT HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HIRERIGHT HOLDINGS CORPORATION INSIDER TRADING POLICY**

To HireRight Directors, Officers and Employees:

Attached is HireRight's Insider Trading Policy, which has been adopted by the Board of Directors and applies to all directors, officers, and employees of HireRight and its subsidiaries. Please read this Policy very carefully.

**The Policy**

HireRight's stock will be publicly traded following our initial public offering. "Insider trading" refers to purchasing or selling HireRight stock while in possession of material non-public information about our company, as well as disclosing material nonpublic information about HireRight to others who then purchase or sell HireRight stock.

Federal securities laws prohibit insider trading and impose liability not only on persons who trade, or tip inside information to others who trade, but on companies and other controlling persons who fail to take reasonable steps to prevent insider trading by company employees. As a result, we face severe consequences if we do not take active steps to prevent insider trading, like adopting this policy.

**The Consequences**

The U.S. Securities and Exchange Commission (SEC) and the stock exchanges are extremely effective in detecting insider trading. The SEC and the Department of Justice have prosecuted cases involving trading or tipping by employees at all levels of a business, trading or tipping by family members and friends, trading involving offshore accounts and trading involving only a small amount of stock. The consequences of insider trading violations can be severe:

**For individuals** who trade on inside information (or tip information to others):

- civil penalties of up to three times the profit gained or loss avoided;
- criminal fines (no matter how small the profit); and
- jail terms.

**For a company** (as well as possibly any supervisory person) that fails to take appropriate steps to prevent illegal trading:

- civil penalty of up to 3 times the profit gained or loss avoided as a result of the employee's violation; and
- criminal penalty of up to \$25,000,000.

Moreover, if any employee violates this Policy, company-imposed sanctions, including dismissal for misconduct or cause, could result.

Needless to say, any of the above consequences, or even an investigation by the SEC that does not result in prosecution, can tarnish the reputation of the company, its management and the person involved, and irreparably damage a career. We are adopting this policy to avoid even the appearance of improper conduct by anyone employed by or associated with HireRight, and to preserve our reputation for integrity and ethical conduct.

If you have any questions, please feel free to contact Michelle Gouvion or Brian Copple in our Legal Department.

Once again, please read this material very carefully. Yours truly,

Guy P. Abramo  
Chief Executive Officer  
Enclosure

## HIRERIGHT HOLDINGS CORPORATION INSIDER TRADING POLICY

### I. Purpose

This Insider Trading Policy (the “**Policy**”) provides guidelines to directors, officers and employees of HireRight Holdings Corporation and its direct and indirect subsidiaries (the “**Company**”) with respect to transactions in the Company’s securities. The Company has adopted this Policy and the procedures set forth herein to help prevent insider trading and to assist the Company’s directors, officers and employees in complying with their obligations under the federal securities laws. Directors, officers and employees are individually responsible to understand and comply with this Policy.

### II. Persons Affected and Prohibited Transactions

This Policy applies to all transactions in the Company’s securities, including common stock, restricted stock, restricted stock units, options and warrants to purchase common stock and any other debt or equity securities the Company may issue from time to time. It applies to all directors, officers and employees of the Company and members of their immediate families who reside with them or anyone else who lives in their household and family members who live elsewhere but whose transactions in Company securities are directed by such directors, officers and employees or subject to their influence and control (collectively, “**Related Parties**”).

For purposes of this Policy, references to “trading” or to “transactions in securities of the Company” include all of the following:

- purchases or sales of Company stock, including sales of Company stock acquired upon the exercise of stock options granted by the Company or purchased through the Company’s Employee Stock Purchase Plan,
- purchases or sales of bonds, options, puts and calls, derivative securities based on securities of the Company,
- gifts of Company securities,
- loans of Company securities, hedging transactions involving or referencing Company securities,
- the fact that earnings are inconsistent with consensus expectations;
- a pending or proposed merger, joint venture, acquisition or tender offer (including both a sale of the Company and the Company’s acquisition of another business);
- a significant sale of assets or the disposition of a subsidiary or business unit;
- changes in dividend policies or the declaration of a stock split or the offering of additional securities;
- changes in senior management or other key employees;
- significant new products or services;

- contributions of Company securities to a trust,
- broker-assisted cashless exercises of stock options and market sales to raise cash to fund the exercise of stock options and/or taxes payable upon exercise or vesting of awards under the Company's equity incentive plan that are made at the discretion of the optionee and not pursuant to a pre-arranged trading plan, and
- trades in Company stock made under an employee benefit plan.

### III. Policy Statement

If you possess **material nonpublic information** (as further discussed below) relating to the Company or that you received as a result of your role with the Company, neither you nor any Related Party:

- may affect transactions in securities of the Company (other than pursuant to a prearranged trading plan that complies with Rule 10b5-1 (“**Rule 10b5-1**”) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) as described in Part VII below) or engage in any other trading of securities that takes advantage of that information;
- may pass that information on to any person outside the Company, except as permitted under applicable Company policies and procedures;
- suggest or otherwise recommend that any person effect a transaction in securities of the Company or engage in any other action that takes advantage of that information; or
- assist anyone engaged in any of the foregoing activities.

This Policy will continue to apply after termination of employment to the extent that you are in possession of material nonpublic information at the time of termination. In such case, no transaction in securities of the Company may take place until the information becomes public or ceases to be material.

This Policy also applies to information, obtained in the course of employment with, or by serving as a director of, the Company, relating to any other company, including our customers or suppliers. Neither you nor any Related Party may effect transactions in the securities of any such other company while in possession of material nonpublic information concerning such company that was obtained in the course of employment with the Company.

*Material Information.* “**Material information**” is any information that a reasonable investor would consider important in a decision to buy or sell securities of the Company or other securities. In short, any information that could reasonably affect the price of such securities. Either positive or negative information may be material. Common examples of information that will frequently be regarded as material are:

- projections of future earnings or losses, or other guidance concerning earnings;

- significant legal or regulatory exposure due to a pending or threatened lawsuit or investigation;
- impending bankruptcy or other financial liquidity problems;
- a material cyber incident that has not been disclosed;
- changes in legislation affecting our business; and
- the gain or loss of a substantial customer, client or supplier.

*20-20 Hindsight.* Because trading that receives scrutiny will be evaluated after the fact with the benefit of hindsight, questions as to the materiality of particular information should be resolved in favor of materiality, and trading should be avoided.

*Tipping Information to Others.* Whether the information is proprietary information about the Company or other information that could have an impact on the price of the Company's securities, you must not pass the information on to others. Penalties will apply whether or not you derive, or even intend to derive, any profit or other benefit from another's actions.

*When Information is Public.* You may not trade on the basis of material information that has not been broadly disclosed to the marketplace, such as through a press release or a filing with the Securities and Exchange Commission (the "SEC"), and the marketplace has had time to absorb the information. As a general rule, information should not be considered fully absorbed by the marketplace until the end of the second full trading day after the information is released. Thus, if information is released after the close of trading on a Monday, trading may not take place until Thursday, whereas if the information in question is released prior to the opening of the market on a Monday, trading may not take place until Wednesday. These examples assume there are no market holidays.

*Transactions under Company Plans.* Although this Policy does not generally apply to the exercise of employee stock options or vesting of restricted stock units (other than cashless exercises as described below), it does apply to the discretionary sale of common stock received upon exercise as part of a broker-assisted cashless exercise of a stock option involving the market sale of underlying shares for the purpose of raising cash to fund the exercise of the option, or such a transaction to pay taxes due as a result of exercising a stock option or the vesting of restricted stock units or other awards received under the Company's equity incentive plans, except pursuant to a Rule 10b5-1. Additionally, this Policy applies to the following elections under a 401(k) plan (if and when the Company makes Company securities an investment alternative under our 401(k) plan):

- increasing or decreasing periodic contributions allocated to the purchase of Company securities;
- intra-plan transfers of an existing balance in or out of Company securities;



- borrowing money against the account if the loan results in the liquidation of any portion of Company securities; and
- pre-paying a loan if the pre-payment results in allocation of the proceeds to Company securities.

*Confidentiality Obligations.* The restrictions set forth in this Policy are designed to avoid misuse of material nonpublic information in violation of the securities laws. These restrictions are in addition to, and in no way alter, the general obligations that each director, officer and employee of the Company has to maintain the confidentiality of all confidential or proprietary information concerning the Company and its business, as well as any other confidential information, that may be learned in the course of service or employment with the Company. No such information is to be disclosed to any other person in the Company, unless that person has a clear need to know that information in connection with performance of such person's work role and responsibilities to the Company, and no such information may be disclosed to any third parties, except as required or otherwise contemplated by your work role and responsibilities to the Company.

You should take precautions to prevent the unauthorized disclosure or other misuse of such information by maintaining files securely, avoiding discussions of such information in public and taking extra care when distributing such information electronically.

#### **IV. Additional Prohibited Transactions**

Because we believe it is improper and inappropriate for any person to engage in short- term or speculative transactions involving the Company's securities, directors, officers and employees of the Company, and their Related Parties, are prohibited from engaging in any of the following activities with respect to securities of the Company, whether or not in possession of material nonpublic information about the Company:

1. ***Purchases of securities of the Company on margin.*** You may not purchase securities of the Company on margin or pledge, or otherwise grant a security interest in, securities of the Company.
2. ***Short sales*** (*i.e.*, selling stock you do not own and borrowing the shares to make delivery). The SEC prohibits directors and officers from selling Company securities short. This Policy is simply expanding this prohibition to cover all employees.
3. ***Buying or selling puts, calls, options or other derivatives in respect of securities of the Company.*** This prohibition extends to any instrument whose value is derived from the value of any securities (*e.g.*, common stock) of the Company

Directors, executive officers and other employees, and their designees, are prohibited from purchasing any financial instruments (including prepaid variable forward contracts, equity swaps, collars and exchange funds) or otherwise engaging in transactions that are designed to or have the effect of hedging or offsetting any decrease in the market value of the Company's equity securities whether they are (1) granted to you by the Company as part of your compensation; or (2) otherwise held, directly or indirectly, by you.

## V. Blackout Periods

The Company's announcement of quarterly and annual financial results has the potential to have a material impact on the market for the Company's securities. Therefore, in order to avoid any appearance that its directors, officers, employees and other insiders are trading while aware of material nonpublic information, all directors, executive officers and employees will be subject to quarterly blackouts on trading.

The Company has established a regular "**blackout period**" preceding the publication of its financial results for each of the first three fiscal quarters and the fiscal year. Each blackout period commences 14 days prior to the end of the fiscal quarter or fiscal year, as the case may be, and ends upon completion of the second full trading day after public announcement of the Company's financial results for the quarter or year, as the case may be. Thus, if quarterly or annual financial results are released after the close of trading on a Monday, the blackout period will end on the ensuing Thursday, whereas if the results are released prior to the opening of the market on a Monday, the blackout period will end on the ensuing Wednesday. These examples assume there are no market holidays. Individuals not subject to Pre-Clearance must notify the Legal Department in writing pursuant to the procedures set forth by the Legal Department from time to time at least two days before engaging in any market transactions in the Company's securities.

You should be aware that the regular blackout periods described above may be modified by the Company at any time. In addition, the Company may from time to time determine that effecting transactions in securities of the Company is inappropriate at a time that is outside the regular blackout periods and, accordingly, may notify you of additional, *ad hoc* blackout periods at any time. For example, an *ad hoc* blackout period may be imposed shortly before issuance of interim earnings guidance. If the Company modifies the regular blackout period for any reason, it will provide prior written notice of the modification and any additional prohibition on trading during a non-blackout period. Persons who terminate their employment with the Company during a blackout period will remain subject to the restrictions until the end of such period.

The prohibition described in this Part V shall not apply to gifts of Company securities or contributions of Company securities to a trust for estate planning purposes so long as the requirements of Part VI below are met. We do, however, recommend that gifts and contributions be made, whenever possible, outside of a blackout period. The prohibition shall also not apply to Company securities sold in a public offering specifically authorized by the Company's board of directors or duly authorized board committee.

The Legal Department may, on a case-by-case basis and in its sole discretion, authorize effecting a transaction in Company securities during a blackout period if the person who wishes to effect such a transaction (i) has, at least five business days prior to the anticipated transaction date (or such shorter period as the Legal Department may determine in any case), notified the Company in writing of the circumstances and the amount and nature of the proposed transaction and (ii) has certified to the Company that he or she is not in possession of material nonpublic information concerning the Company.

## VI. Pre-Clearance of Securities Transactions

To provide assistance in preventing inadvertent violations of the law (which could result for example, from failure by directors and officers subject to comply with reporting obligations under Section 16 of the Exchange Act) and avoiding even the appearance of an improper transaction (which could result, for example, if an officer engages in a trade while unaware of a pending major development), we are implementing the following procedure:

All transactions in securities of the Company by the following persons and their Related Parties must be pre-cleared with the Company's Legal Department:

- members of the board of directors and their secretaries and other assistants;
- executive officers, any other officer who has an obligation to file reports under Section 16 of the Exchange Act, and their secretaries and other assistants;
- employees in the accounting, finance and Legal Department;
- employees at the level of Director or above; and
- any other person designated by the Legal Department.

Persons subject to these restrictions should contact the Legal Department at least five business days (or such shorter period as the Legal Department may determine in any case) in advance to request pre-clearance and may not affect any transaction subject to the pre-clearance request unless given clearance to do so, which clearance, if granted, will be valid only for three business days following the approval date. If a transaction for which clearance has been granted is not affected (i.e., the trade is not placed) within such three-business day period, the transaction must again be pre-cleared. The Legal Department may in its sole discretion revoke a pre-clearance for a trade that has not been placed before the end of any such three-business day period. Even pre-cleared transactions may not be affected in a blackout period, so persons needing pre-clearance to trade should plan their requests accordingly.

To the extent that a material event or development affecting the Company remains nonpublic, persons subject to pre-clearance will not be given permission to effect transactions in securities of the Company. Such persons may not be informed of the reason why they may not trade. Any person that is made aware of the reason for an event-specific prohibition on trading should in no event disclose the reason for the prohibition to third parties and should avoid disclosing the existence of the prohibition, if possible. Caution should be exercised when telling a broker that the trade cannot be affected at the time.

Note that the pre-clearance procedures may delay the disposition of any security after it is purchased.

## VII. 10b5-1 Plans.

The SEC has adopted a safe harbor called Rule 10b5-1, which provides a defense against insider trading liability for trades that are affected pursuant to a pre-arranged trading plan that meets specified conditions. The trading plan must be properly documented, and all of the procedural conditions of the Rule must be satisfied to avoid liability.

The blackout periods will not prohibit sales pursuant to Rule 10b5-1 plans provided that the insider has previously given instructions or other control to effect pre-planned transactions in securities of the Company to a third party. The insider must establish the plan at a time when he or she is not in possession of material nonpublic information and the insider may not exercise any subsequent influence over how, when or whether to effect transactions pursuant to the plan. In addition to other specified conditions, a Rule 10b5-1 plan would specify in writing in advance of the effective date of the plan the details of sales under the plan, or a formula for determining such details. After adopting a valid Rule 10b5-1 plan, the insider will have an affirmative defense that a sale under the plan was not made “on the basis of” material nonpublic information. Section 16 persons will be required to publicly file Section 16 reports with respect to any sales pursuant to Rule 10b5-1 plans.

The Company will treat the creation, modification or termination of a pre-planned trading program or arrangement established to meet the requirements of Rule 10b5-1 as a transaction subject to the blackout period rules set forth in Part V of this Policy and the pre-clearance requirements under Part VI of this Policy at the time the plan is established or modified. Transactions effected pursuant to a properly established Rule 10b5-1 plan however will not be subject to the pre-clearance or blackout periods under this Policy.

The Company will treat the creation or modification of a pre-planned trading program or arrangement established to meet the requirements of Rule 10b5-1 as a transaction subject to pre-clearance under Part VI of this Policy at the time the plan is established or modified. Persons subject to the pre-clearance policy should coordinate any such plans or arrangements with the Company’s Legal Department. Even though each transaction effected under a Rule 10b5-1 plan does not need to be pre-cleared, it nonetheless must be made in accordance with Rule 144 and must be reported on a Form 4 under Section 16 of the Exchange Act.

## VIII. Reporting and Assistance

In addition to the limitations on trading contained in this Policy, certain directors and officers of the Company and its subsidiaries and beneficial owners of more than 10% of the Company’s common stock are also subject to certain reporting requirements under Section 16 of the Securities Exchange Act of 1934 (the “**Exchange Act**”). In addition, any person who beneficially owns 5% or more of the Company’s common stock is subject to certain reporting requirements under Section 13(d) of the Exchange Act. You should contact the Company’s Legal Department if you need further information with respect to these reporting obligations.

Any person who has any questions about this Policy or about specific transactions may contact the Company's Legal Department. Remember, however, that the ultimate responsibility for adhering to this Policy and avoiding improper transactions rests with you. In this regard, it is imperative that you use your best judgment and to ask before acting if you are unsure.

**STATEMENT OF ACKNOWLEDGMENT\***

I have read and I understand HireRight Holdings Corporation and its subsidiaries Insider Trading Policy, and I agree to comply with all of its requirements. I understand that failure to do so can result in termination of employment, among other penalties.

Name: \_\_\_\_\_  
                    Print Above

Signature: \_\_\_\_\_

Date:

\*Applicable to persons subject to Pre-Clearance.

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Guy P. Abramo, certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A to the Annual Report on Form 10-K of HireRight Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 16, 2024

By: /s/ Guy P. Abramo  
Name: Guy P. Abramo  
Title: President and Chief Executive Officer

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**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas M. Spaeth, certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A to the Annual Report on Form 10-K of HireRight Holdings Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 16, 2024

By: /s/ Thomas M. Spaeth  
Name: Thomas M. Spaeth  
Title: Chief Financial Officer

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**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Amendment No. 1 on Form 10-K/A to the Annual Report on Form 10-K of HireRight Holdings Corporation (the "Company") for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Guy P. Abramo, as President and Chief Executive Officer, and Thomas M. Spaeth, as Chief Financial Officer, of the Company, each hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 16, 2024

By: /s/ Guy P. Abramo  
Name: Guy P. Abramo  
Title: President and Chief Executive Officer  
(Principal Executive Officer)

Date: April 16, 2024

By: /s/ Thomas M. Spaeth  
Name: Thomas M. Spaeth  
Title: Chief Financial Officer  
(Principal Financial Officer)

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