

HIRERIGHT SEVERANCE PLAN

Plan Document and Summary Plan Description

This Severance Plan (the “**Plan**”) is adopted by Genuine Financial Holdings LLC (the “**Company**”) effective as of January 1, 2019 and describes severance benefits (“**Severance Benefits**”) to be provided to Eligible Employees of the Company’s direct and indirect subsidiaries listed in Schedule A (each a “**Covered Employer**”) in order to reduce the financial hardship associated with certain circumstances resulting in loss of employment.

References in parts of this document to “you” mean a particular Eligible Employee with a claim or question under the Plan.

The Plan replaces and supersedes all previous severance policies of the Covered Employers and any of their predecessors and affiliates. The Company reserves the right to amend, modify, or terminate the Plan (in whole or in part) at any time.

Summary Plan Description

This document is also a Summary Plan Description (“SPD”), and describes the provisions of the Plan in effect as of January 1, 2019, and thereafter.

We urge you to read this document carefully so that you will understand the Plan as it applies to you and suggest that you keep this document, and/or any updates or amendments thereto, in a safe place for future reference.

Eligibility

Only Eligible Employees are eligible to receive Severance Benefits under the Plan. An “Eligible Employee” means:

- (i) a resident of the USA;
- (ii) who is a full-time, regular employee of any Covered Employer;
- (iii) who has been employed on a continuous basis for at least 90 days by any Covered Employer as of the date of separation;
- (iv) whose employment is involuntarily terminated as a result of a reduction in force, restructuring, reorganization or position elimination (as determined solely by the Company);
- (v) who is not entitled to or eligible for any other severance benefits pursuant to any other plan or policy of, or any contract with, any Covered Employer or any other affiliate of the Company; and
- (vi) who satisfies the Release Condition and Compliance Condition described below and the other requirements and conditions of the Plan.

For the purposes of the Plan, a full-time regular employee means only those

employees who are regularly scheduled to work 30 or more hours per week. An employee who is classified on the records of a Covered Employer as a temporary employee, intern, leased employee, independent contractor, intermittent employee, or any similar classification is not an Eligible Employee.

An employee who voluntarily resigns employment or whose employment is terminated for any reason other than a reduction in force, restructuring, reorganization or position elimination is not an Eligible Employee. Further an employee whose employment is terminated as a result of a reduction in force, restructuring, reorganization or position elimination but who is offered continued employment with any Covered Employer or other affiliate of the Company in any other position with base salary or wage rate and bonus potential each at least equal to the level in effect for the prior position is not an Eligible Employee, whether or not such other position is accepted.

An Eligible Employee who is rehired by any Covered Employer or other affiliate of the Company before payment in full of all Severance Benefits will cease to be eligible for Severance Benefits payments due after the date of rehire.

Release Condition

As a condition to receipt of any Severance Benefits under the Plan, an Eligible Employee must execute and deliver to the Company a release of claims against the Company and its affiliates (including the Covered Employer) and personnel arising out of Employee's employment or termination thereof, in a form specified by the Company, and such release must become effective as to all released parties following lapse without revocation of any applicable revocation period.

Compliance Condition

As a condition to receipt of any Severance Benefits under the Plan, an Eligible Employee must comply with all legal and contractual obligations to the Company, including without limitation obligations under any agreement or agreements requiring assignment of intellectual property to a Covered Employer, limiting disclosure and use of confidential information or trade secrets of any Covered Employer or other affiliate of the Company, and restricting conduct that is competitive with or adverse to any Covered Employer or other affiliate of the Company.

Service Condition

As a condition to receipt of any Severance Benefits under the Plan, an Eligible Employee must continue in employment and discharge his/her duties in good faith until the termination of employment date specified by the Covered Employer, which termination date will not be more than 90 days following notification to the Eligible Employee of impending termination of employment unless the Eligible Employee agrees in writing to a later termination date.

Severance Benefits

Severance Benefits will be provided under the Plan according to an Eligible Employee's classification and length of service as reflected on the employment records of the Company. No benefits other than those expressly described below will be provided under the Plan.

Severance Benefits consist of (i) an opportunity for the Eligible Employee to participate in an outplacement program with such features and offered by such provider as may be designated by the Company in its discretion, and (ii) the Severance Payment described below corresponding to the Eligible Employee's level. Any outplacement services provided under this Plan shall be completed by an Eligible Employee in accordance with the outplacement vendor's requirements; however, in no circumstances shall the outplacement services extend beyond the last day of the second calendar year following the Eligible Employee's termination of employment.

Calculations for full-time active service will be based upon the Eligible Employee's most recent date of hire through his/her separation date. Subject to satisfaction of the conditions and compliance with the Eligible Employee's obligations set forth in the Plan, Severance payments shall be paid as if continuation of salary in substantially equal installments less applicable taxes on each Company standard payroll date. Each installment shall be treated as a separate and distinct payment for purposes of Code Section 409A. All severance payments shall be paid no later than the last day of the second calendar year following the year of termination.

Non-Exempt Level

Non-Exempt Eligible Employees will receive the following Severance Payment:

The equivalent of one (1) week of base pay for every continuous twelve (12) months of service with the Company as a full-time regular employee, up to a maximum of 26 weeks of base pay. The minimum Non-Exempt level Severance Payment is five (5) weeks of base pay. Further, Non-Exempt Eligible Employees with only a partial year of service will also be credited with an additional $\frac{1}{2}$ of a year of service if they have completed at least six (6) complete months of full-time active service in that year.

Exempt Level

Exempt Eligible Employees will receive the following Severance Payment:

The equivalent of one (1) week of base pay for every continuous six (6) full months of service with the Company as a full-time regular employee, up to a maximum of 26 weeks of base pay. The minimum Exempt level Severance Payment is five (5) weeks of base pay.

Director and Senior Director Level

Associate Managing Directors will be considered to be at the Director level. Director and Senior Director level Eligible Employees will receive the following Severance Payment:

The equivalent of one (1) week of base pay for every continuous six (6) full months of service with the Company as a full-time permanent employee, up to a maximum of 52 weeks of base pay. The minimum Director level Severance Payment is twelve (12) weeks of base pay.

Vice President and Senior Vice President Level

Managing Directors and Senior Managing Directors hired on or after September 1, 2011 will be considered to be at the Vice President level. VP Level Eligible Employees will receive the following Severance Payment:

The equivalent of one (1) week of base pay for every continuous six (6) full months of service with the Company as a full-time permanent employee, up to a maximum of 52 weeks of base pay. The minimum VP level Severance Payment is twenty-six (26) weeks of base pay.

Base Pay / Predecessor Employer Service Credit

For purposes of determining an Eligible Employee's Severance Payment, the following rules shall be applicable:

"Base pay" means the Employee's cash compensation before any salary reduction contributions to any plan under Code Section 125, 132(f) or 401(k), but excluding overtime, bonuses, awards, imputed income or extraordinary payments, paid to the Employee at the time of his or her termination of employment.

In determining continuous service, service with predecessor employers that has continued without interruption to a Covered Employer shall be taken into account. For these purposes, predecessor employers are (i) direct or indirect, wholly owned or majority owned subsidiaries of the Company, whenever acquired or formed, and their respective predecessors, including without limitation former direct or indirect, wholly owned or majority owned subsidiaries of the Company that have been liquidated, or merged or otherwise combined with the Company or any of its current or former direct or indirect wholly owned or majority owned subsidiaries.

PLAN ADMINISTRATION

The Plan Administrator

The Plan Administrator is HireRight LLC, acting through its officers. The Administrator

may at any time delegate (exclusively or non-exclusively) to any other named person or body, or reassume therefrom, any of its responsibilities or administrative duties with respect to the Plan.

Subject to the limitations of the Plan, the Plan Administrator may, in its sole and absolute discretion, make such rules and regulations as it deems necessary or proper for the administration of the Plan and the transaction of business thereunder; interpret the Plan; decide on questions as to the eligibility of any person to receive benefits and the amount of such benefits; authorize the payment of benefits in such manner and at such times as the Plan Administrator may determine; prescribe forms to be used for making various elections under the Plan, for applying for benefits and for any other purposes of the Plan, which prescribed forms in all cases must be executed and filed with the Plan Administrator (unless the Plan Administrator shall otherwise determine) and take such other action or make such determinations in accordance with the Plan as it deems appropriate.

The Plan Administrator shall also have discretion and authority to interpret Plan terms to reflect the Company's intent. In the event of a scrivener's error that renders a Plan term inconsistent with the Company's intent, the Company's intent controls, and any inconsistent Plan term is made expressly subject to this requirement. The Plan Administrator has the authority to review any extrinsic evidence of intent to conform the Plan term to be consistent with the Company's intent. Any determination made by the Plan Administrator shall be given deference in the event it is subject to judicial review and shall be followed in all instances unless it is arbitrary and capricious.

No individuals (other than as specifically authorized by the Plan Administrator) have any authority to interpret the Plan (or other official Plan documents) or to make any promises to you about the Plan or the benefits it provides. Only written advice from the Plan Administrator may be relied upon with respect to any features of the Plan.

No Duplication of Benefits

An Eligible Employee may not receive severance benefits under both the Plan and any other policy, program, or practice, or any contract of or with any Covered Employer or other affiliate of the Company providing severance payments or similar benefits with respect to the same separation. No Eligible Employee is entitled to receive more than the Severance Benefits corresponding to one employment level under the Plan.

Re-employment by the Company

No Covered Employer or other affiliate of the Company has any obligation to rehire, engage or employ an Eligible Employee in any capacity, including as an independent contractor or consultant, or to affirmatively assist an Eligible Employee in any employment efforts, except for the outplacement services stated herein.

Compliance with Code Section 409A

It is intended that the Severance Benefits are, to the greatest extent possible, exempt

from the application of Section 409A of the Internal Revenue Code and the Plan shall be construed and interpreted accordingly. However, if the Company (or, if applicable, the successor entity thereto) determines that all or a portion of the payments and benefits provided under the Plan constitute "deferred compensation" under Section 409A and that the Eligible Employee is a "specified employee" of the Company (or Covered Employer) or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the applicable payments shall be delayed until the first payroll date following the six-month anniversary of the Eligible Employee's "separation from service" (as defined under Section 409A) and the Company (or Covered Employer) (or the successor entity thereto, as applicable) shall (A) pay to the Eligible Employee a lump sum amount equal to the sum of the payments that the Eligible Employee would otherwise have received during such six-month period had no such delay been imposed and (B) commence paying the balance of the payments in accordance with the applicable payment schedule set forth in the Plan. To the extent required by Section 409A, any payments to be made to an Eligible Employee upon his or her termination of employment shall only be made upon such Eligible Employee's separation from service. Neither the Company nor any Covered Employer makes any representations that the payments and benefits provided under the Plan comply with Section 409A and in no event shall the Company or any Covered Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Eligible Employee on account of noncompliance with Section 409A.

Benefit Overpayments

By accepting benefits under the Plan, each Eligible Employee agrees that in the event he or she or his or her beneficiary or estate receives any payment from the Plan in excess of the amount which he or she is entitled to receive (including, without limitation, due to mistake of fact or law, reliance on false or fraudulent statements, information or proof submitted by the Eligible Employee, the Eligible Employee (or his or her beneficiary or estate) will be obligated to repay such excess payments to the Plan upon receipt of a written notice by the Plan Administrator (or any other duly authorized designee) requesting such repayment.

The Plan Administrator has full authority, in its sole discretion, to recover the amount of any excess payments (plus interest, attorney's fees and costs) paid by the Plan to or on behalf of an Eligible Employee or his or her beneficiary or estate. Such authority shall include, but shall not be limited to, the right to (i) seek the excess payment in a lump sum from such recipient; and (ii) initiate legal action or take such other legal action as may be necessary or appropriate to recover any overpayment (plus interest, attorney's fees and costs).

CLAIMS PROCEDURE

Initial Claims

Any claim you have with respect to eligibility, participation, benefits or other aspects of

the operation or administration of the Plan, including but not limited to: recovery of benefits under the terms of the Plan; enforcing rights under the terms of the Plan; or clarification with respect to rights to future benefits under the terms of the Plan, shall be made in writing to the Plan Administrator within 90 days following the date you knew or should have known of the facts upon which the claim is based. The Plan Administrator will provide you with the necessary forms and make all determinations as to the right of any person to a disputed benefit.

If you make a claim for benefits under the Plan, you will be notified of the acceptance or denial of your claim within 90 days from the date the Plan Administrator receives your claim. In some cases, your request may take more time to review and an additional processing period of up to 90 days may be required. If that happens, you will be notified in writing. The written notice of extension will indicate the circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Plan's request for information.

If your claim is wholly or partially denied, or any other adverse benefit determination is made with respect to your claim, the Plan Administrator will furnish you with a written notice of this denial. This written notice will be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Plan Administrator, subject to any tolling period as set forth above. The written notice will contain (i) the specific reason or reasons for the denial; (ii) specific reference to those Plan provisions on which the denial is based; (iii) a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and (iv) a description of the Plan's appeals procedures (described below) and the applicable time limits, as well as a statement of your right to bring a civil action under ERISA following an adverse benefit determination on review.

Claims Appeals

If your claim has been denied, or any other adverse benefit determination is made regarding your claim, and you wish to submit your claim for review, you must file your claim for review, in writing, with the Plan Administrator. You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits (or, if none was provided, no later than 60 days after the deemed denial of your claim). In connection with the request for review, you (or your duly authorized representative) may submit to the Plan Administrator written comments, documents, records, and other information relating to the claim. In addition, you will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim. The review by the Plan Administrator will take into account all comments, documents, records, and other information you submit relating to the claim.

The Plan Administrator will make a final written decision on a claim review, in most

cases, within 60 days after receiving your written claim for review. In some cases, your claim may take more time to review, and an additional processing period of up to 60 days may be required. If that happens, you will be notified in writing. The written notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Plan Administrator's request for information.

The Plan Administrator's decision on your claim for review will be communicated to you in writing. If an adverse benefit determination is made, this notice will include (i) the specific reasons(s) for the adverse benefit determination with references to the specific Plan provisions on which the determination is based; (ii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA.

Before you file a civil action under Section 502(a) of ERISA with respect to any claims under the Plan, you must have filed a claim and appeal with the Plan Administrator, as described herein, and your claim and subsequent appeal must have been denied in whole or in part.

All interpretations, determinations and decisions of the Plan Administrator with respect to any claim, claim on review or any other matter relating to the Plan will be made in its sole discretion based on the Plan documents and will be deemed final and conclusive and binding on all affected parties.

Claim Limitation Period

No legal or equitable action to enforce your rights (or clarify your right to future benefits) under the Plan may be brought unless and until you have followed the claims and appeals procedures described herein, and the benefits requested have been denied in whole or in part, or there is some other adverse benefit determination. In addition, no legal or equitable action to enforce your rights (or clarify your right to future benefits) under the Plan, or against the Plan Administrator or any other Plan fiduciary may be brought more than one year following the earlier of (i) the date that such one-year limitations period would commence under applicable law, or (ii) the date upon which you knew or should have known that you did not receive an amount due under the Plan, or (iii) the date on which you fully exhausted the Plan's administrative remedies.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a Participant in the Plan, an Eligible Employee is entitled to certain rights and

protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Eligible Employees, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Eligible Employees and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful,

the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the U.S. Department of Labor, Employee Benefits Security Administration, Division of Technical Assistance and Inquiries, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

This Severance Pay Plan is hereby adopted as of the date first above written.

GENUINE FINANCIAL HOLDINGS LLC

By: 

Date: 1 January 2019

Name: Brian W. Copple

Title: Secretary

ADMINISTRATION INFORMATION	
Plan Name	HireRight Severance Plan
Employer Identification Number	81-5023164
Plan Number	502
Plan Year	January 1 to December 31
Plan Sponsor	Genuine Financial Holdings LLC 3349 Michelson Drive, Suite 150 Irvine, CA 92612 Telephone Number: (949) 428-5800
Plan Administrator	HireRight LLC 3349 Michelson Drive, Suite 150 Irvine, CA 92612 Telephone Number: (949) 428-5800
Type of Plan	Employee welfare benefit plan within the meaning of ERISA Section 3(1).
Funding Method	Employer funded with general corporate assets
Direct Inquires to:	Claims for Severance Benefits should be submitted to the Plan Administrator
Agent for Service of Legal Process	General Counsel HireRight LLC 3349 Michelson Drive, Suite 150 Irvine, CA 92612 Telephone Number: (949) 428-5800

SCHEDULE A
Covered Employers

HireRight LLC
General Information Solutions LLC

Any other direct or indirect wholly owned subsidiary of the Company, regardless of when formed or acquired, that intends to be and becomes an employer (but not with respect to persons the entity does not intend to employ but that might be deemed employees under common law or joint employment doctrine).