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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 22, 2022

GETTY IMAGES HOLDINGS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-41453**	**87-3764229**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

605 5th Ave S. Suite 400 **Seattle, WA** **(Address of Principal Executive Offices)**	**98104** **(Zip Code)**

Registrant's telephone number, including area code: (206) 925-5000

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e 4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Class A Common Stock	**GETY**	**New York Stock Exchange**
Warrants	**GETY WS**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Introductory Note

Closing of the Business Combination

On July 22, 2022 (the "Closing Date"), Getty Images Holdings, Inc. ("we," "us," "our," "New CCNB" or the "Company"), formerly known as Vector Holding, LLC, consummated the transactions contemplated by that certain Business Combination Agreement, dated December 9, 2021 (the "Business Combination Agreement" and the consummation of such contemplated transactions, the "Closing"), by and among CC Neuberger Principal Holdings II, a Cayman Islands exempted company ("CCNB"), the Company (at such time, Vector Holding, LLC, a Delaware limited liability company and wholly-owned subsidiary of CCNB), Vector Domestication Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of New CCNB ("Domestication Merger Sub"), Vector Merger Sub 1, LLC, a Delaware limited liability company and a wholly-owned subsidiary of CCNB ("G Merger Sub 1"), Vector Merger Sub 2, LLC, a Delaware limited liability company and a wholly-owned subsidiary of CCNB ("G Merger Sub 2"), Griffey Global Holdings, Inc., a Delaware corporation ("Getty Images"), and solely for limited purposes expressly set forth therein, Griffey Investors, L.P., a Delaware limited liability company (the "Partnership"). Reference to "New CCNB" relates to the Company before the consummation of the Business Combination and references to the "Company," "we", or analogous terms below relate to the Company after the consummation of the Business Combination, unless, in each case, otherwise specifically indicated or the context otherwise requires. Certain terms used in this Current Report on Form 8-K have the same meaning as set forth in the Company's proxy statement/prospectus statement dated June 30, 2022 (the "Proxy Statement"), and filed by the Company with the Securities and Exchange Commission (the "SEC") on July 1, 2022.

Pursuant to the Business Combination Agreement, on the day prior to the Closing Date, New CCNB statutorily converted from a Delaware limited liability company to a Delaware corporation (the "Statutory Conversion"). Effective as of 12:01 a.m. Eastern Time on the Closing Date, CCNB merged with and into Domestication Merger Sub, with Domestication Merger Sub surviving the merger as a wholly-owned direct subsidiary of New CCNB (the "Domestication Merger"). Following the Domestication Merger on the Closing Date, G Merger Sub 1 merged with and into Getty Images, with Getty Images surviving the merger as an indirect wholly-owned subsidiary of New CCNB (the "First Getty Merger"). Immediately after the First Getty Merger, Getty Images merged with and into G Merger Sub 2 with G Merger Sub 2 surviving the merger as an indirect wholly-owned subsidiary of New CCNB (the "Second Getty Merger" and together with the First Getty Merger, the "Getty Mergers" and, together with the Statutory Conversion and the Domestication Merger, the "Business Combination").

Under the terms of the Business Combination Agreement, the aggregate consideration paid in the Business Combination was derived from an aggregate transaction equity value of $2,912,000,000, apportioned between cash and Class A common stock, par value $0.0001 per share ("Company Class A Common Stock"), as more specifically set forth therein (and which account for the value of Getty Images' vested options). In addition to the consideration paid at Closing, the Company will issue to equityholders and employees of Getty Images an aggregate of up to 65,000,000 shares of Company Class A Common Stock, issuable upon and subject to the occurrence of the applicable vesting events, as more specifically set forth therein. Each option to purchase shares of the Company (whether vested or unvested) was converted into a comparable option to purchase Company Class A Common Stock, pursuant to a market-based equity incentive plan prepared by CCNB and New CCNB and adopted by New CCNB on July 21, 2022, following the Statutory Conversion.

Closing of the Sponsor Side Letter

Pursuant to that certain letter agreement, dated as of December 9, 2021, entered into by the Sponsor, the Independent Directors (as defined therein), CC NB Sponsor 2 Holdings LLC, a Delaware limited liability company ("CC Holdings"), Neuberger Berman Opportunistic Capital Solutions Master Fund LP, a Cayman Islands exempted limited partnership ("NBOKS"), CCNB, New CCNB, and Getty Images (the "Sponsor Side Letter") (a) in connection with the Domestication Merger, each Founder Share (as defined therein) was automatically converted into the right to receive one share of New CCNB Pre-Closing Class B Common Stock, (b) in accordance with the New CCNB Pre-Closing Certificate of Incorporation, at the Closing, the shares of New CCNB Pre-Closing Class B Common Stock automatically converted into shares of New CCNB Class A Common Stock (the "Automatic Conversion"), and (c) in lieu of the Automatic Conversion, at the Closing simultaneously with the filing of the New CCNB Post-Closing Certificate of Incorporation, in accordance with the terms of the Sponsor Side Letter, (i) each share of New CCNB Pre-Closing Class B Common Stock held by a "Sponsor Party" (as defined therein) listed on Schedule I thereto under the heading "Class B Conversion Shares" automatically converted into one share of New CCNB Class A Common Stock, (ii) each share of New CCNB Pre-Closing Class B Common Stock held by a Sponsor Party listed on Schedule I hereto under the heading "Series B-1 Earn-Out Shares" automatically converted into one share of New CCNB Series B-1 Common Stock and (iii) each share of New CCNB Pre-Closing Class B Common Stock held by a Sponsor Party listed on Schedule I hereto under the heading "Series B-2 Earn-Out Shares" automatically converted into one share of New CCNB Series B-2 Common Stock (the shares of New CCNB Series B-2 Common Stock together with the shares of New CCNB Series B-1 Common Stock, the "Restricted Sponsor Shares"). All such Restricted Sponsor Shares are restricted shares that are subject to certain performance-based conversion events and upon the occurrence of a B-1 Vesting Event or a B-2 Vesting Event. The Restricted Sponsor Share will accrue and be entitled to a dividend declared if, as and when, if any, by the New CCNB Board in respect of a share of New CCNB Series B-1 Common Stock or a share of New CCNB Series B-2 Common Stock pursuant to and in accordance with the New CCNB Post-Closing Certificate of Incorporation. Any Restricted Sponsor Shares that have not converted into shares of New CCNB Class A Common Stock by the tenth anniversary of the Closing, as applicable, will be automatically forfeited, and any accrued dividends will be forfeited in connection therewith.

Closing of PIPE Financing

As previously announced, concurrent with the execution of the Business Combination Agreement, CCNB and New CCNB entered into Subscription Agreements (the "PIPE Subscription Agreements") with CC Neuberger Principal Holdings II Sponsor, LLC, a Delaware limited liability company (the "Sponsor") and Getty Investments L.L.C. ("Getty Investments"). Additionally, on December 28, 2021, CCNB and New CCNB entered into the Permitted Equity Subscription Agreement with Multiply Group (the "Permitted Equity Subscription Agreement"). On July 22, 2022, Getty Investments entered into an additional subscription agreement with New CCNB (the "Additional Getty Subscription Agreement"). Pursuant to the PIPE Subscription Agreements, the Permitted Equity Subscription Agreement and the Additional Getty Subscription Agreement, on the Closing Date, the Sponsor, Getty Investments and Multiply Group subscribed for and purchased, and CCNB and the Company issued and sold to such investors, an aggregate of 36,000,000 New CCNB Class A Common Shares for a purchase price of $10.00 per share, for aggregate gross proceeds of $360,000,000 (the "PIPE Financing").

Closing of Forward Purchase Agreement and Backstop Agreement

On the Closing Date, the Company completed the issuance and sale of 20,000,000 New CCNB Class A Common Shares and 3,750,000 Forward Purchase Warrants to NBOKS for an aggregate purchase price of $200,000,000, in connection with that certain Forward Purchase Agreement dated August 4, 2020 (the "Forward Purchase Agreement"), as amended by that certain side letter entered into by New CCNB, CCNB and NBOKS (the "NBOKS Side Letter").

On the Closing Date, NBOKS subscribed for 30,000,000 shares of New CCNB Class A Common Shares, for a purchase price of $10.00 per share and aggregate purchase price of $300,000,000, pursuant to that certain Backstop Facility Agreement dated November 16, 2020 (the "Backstop Agreement"), as amended by the NBOKS Side Letter.

Item 1.01. Entry into a Material Definitive Agreement.

Registration Rights Agreement

At the Closing, the Company entered into that certain Registration Rights Agreement with the Sponsor, the Independent Directors, Getty Investments, Koch Icon, certain equity holders of Getty Images and certain other parties identified therein (such persons, the "Holders") (the "Registration Rights Agreement"). Pursuant to the terms of the Registration Rights Agreement, the Holders are entitled to certain piggyback registration rights and customary demand registration rights. The Registration Rights Agreement provides that the Company will, as soon as practicable, and in any event within 30 days after the Closing, file with the SEC a shelf registration statement. The Company will use its commercially reasonable efforts to have such shelf registration statement declared effective as soon as practicable after the filing thereof, but no later than the 90th day (or the 120th day if the Securities and Exchange Commission (the "SEC") notifies the Company that it will "review" such shelf registration statement) following the filing deadline, in each case subject to the terms and conditions set forth therein; and the Company will not be subject to any form of monetary penalty for its failure to do so.

This summary is qualified in its entirety by reference to the text of Registration Rights Agreement, which is included as Exhibit 10.8 to this Current Report and is incorporated herein by reference.

Warrant Assumption Agreement

At Closing, American Stock Transfer & Trust Company, LLC, as successor to Continental Stock Transfer & Trust Company (the "Transfer Agent"), CCNB and the Company entered into the Warrant Assumption Agreement, pursuant to which, among other things, CCNB assigned to the Company all of CCNB's right, title and interest in and to, and the Company assumed all of CCNB liabilities and obligations under the certain Warrant Agreement, dated as of August 4, 2020, between CCNB and Continental Stock Transfer & Trust Company (the "Existing Warrant Agreement"). As a result, each Warrant automatically ceased to represent a right to acquire CCNB Class A Ordinary Shares and instead represents a right to acquire shares of Company Class A Common Stock pursuant to the terms and conditions of the Existing Warrant Agreement (as amended by the Warrant Assumption Agreement).

This summary is qualified in its entirety by reference to the text of Warrant Assumption Agreement, which is included as Exhibit 4.4 to this Current Report and is incorporated herein by reference.

Indemnification Agreements

In connection with the Closing, the Company entered into indemnification agreements with each of its directors and executive officers following the Business Combination. These indemnification agreements provide the directors and executive officers with contractual rights to indemnification and advancement for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of the Company's directors or executive officers.

The foregoing description of the indemnification agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of indemnification agreement, a copy of which is attached hereto as Exhibit 10.9 and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the Introductory Note above is incorporated by reference into this Item 2.01. The material terms and conditions of the Business Combination Agreement are described in the Proxy Statement in the section titled, "*Shareholder Proposal 2: The Business Combination Proposal*," which is incorporated herein by reference.

The Business Combination Agreement and the Business Combination was approved by CCNB's shareholders at a special meeting of CCNB's shareholders held on July 19, 2022 (the "Special Meeting"). On July 22, 2022, the parties to the Business Combination Agreement consummated the Business Combination Agreement.

Prior to and in connection with the Special Meeting, holders of 82,291,689 shares of CCNB's Class A Ordinary Shares sold in its initial public offering ("public shares") exercised their right to redeem those shares for cash at a price of approximately $10.03 per share, for an aggregate of approximately $825.2 million. The per share redemption price of approximately $10.03 for public shareholders electing redemption was paid out of the Trust Account, which after taking into account the redemptions, had a balance immediately prior to the Closing of approximately $5,096,949.

Pursuant to the PIPE Subscription Agreements, the Permitted Equity Subscription Agreement and the Additional Getty Subscription Agreement, on the Closing Date, the Sponsor, Getty Investments and Multiply Group subscribed for and purchased, and CCNB and the Company issued and sold to such investors, an aggregate of 36,000,000 New CCNB Class A Common Shares for a purchase price of $10.00 per share, for aggregate gross proceeds of $360,000,000.

On the Closing Date, the Company completed the issuance and sale of 20,000,000 New CCNB Class A Common Shares and 3,750,000 Forward Purchase Warrants to NBOKS for an aggregate purchase price of $200,000,000, in connection with the Forward Purchase Agreement, as amended by the NBOKS Side Letter.

On the Closing Date, NBOKS subscribed for 30,000,000 shares of New CCNB Class A Common Shares, for a purchase price of $10.00 per share and aggregate purchase price of $300,000,000, pursuant to the Backstop Agreement, as amended by the NBOKS Side Letter.

The foregoing transactions resulted in aggregate gross proceeds to the Company of approximately $865,000,000. As a result of the Business Combination, the previously outstanding Getty Images Preferred Shares were retired in full through a combination of a cash payment of approximately $615,000,000 and a rollover of $150,000,000 in the form of 15,000,000 shares of Company Class A Common Stock. Following the consummation of the Business Combination, the Company expects to use approximately $275,000,000 of cash to repay a portion of its outstanding indebtedness (inclusive of any applicable prepayment premiums), which when combined with the retirement of the preferred shares, will result in a reduction of approximately $1,000,000,000 of balance sheet liabilities. The Company is currently evaluating which indebtedness it will repay, but has not yet made a determination. As of the Closing Date, the Company's net leverage was 4.3x (based on the midpoint of the Company's estimated FY 2022 Adjusted EBITDA of $315 million)[1] as compared to the Company's net leverage of 5.1x as of December 31, 2021. The Company plans to continue to prioritize additional debt repayments to further reduce its net leverage to approximately 2.5x to 3.0x over the next 24 to 36 months.

Immediately following the Closing, the issued share capital of the Company consisted of 319,007,226 Company Class A Common Stock, 2,570,000 Series B-1 common stock, par value $0.0001 per share, 2,570,000 Series B-2 common stock, par value $0.0001 (together with the Series B-1 common stock, "Company Class B Common Stock"), and 43,009,980 warrants, representing the right to acquire shares of Company Class A Common Stock ("Company Warrants").

The Company Class A Common Stock and Company Warrants commenced trading on New York Stock Exchange ("NYSE") under the ticker symbol "GETY" and "GETY WS," respectively on July 25, 2022.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the predecessor registrant was a "shell company" (as such term is defined in Rule 12b-2 under the Exchange Act), as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. As a result of the consummation of the Business Combination, the Company has ceased to be a shell company. Accordingly, the Company is providing the information below that would be included in a Form 10 if the Company were to file a Form 10. Please note that the information provided below relates to the Company after the consummation of the Business Combination and the transactions contemplated by the Business Combination Agreement (the "Post-Combination Company"), unless otherwise specifically indicated or the context otherwise requires.

Forward-Looking Statements

This Current Report on Form 8-K, or some of the information incorporated herein by reference, contains statements that are forward-looking and as such are not historical facts.

[1] EBITDA is a non-GAAP measure defined as earnings before debt-related costs, including interest expense and interest income, provision for taxes, depreciation and amortization and Adjusted EBITDA means EBITDA adjusted to exclude certain items of significant or unusual nature, including stock-based compensation. We believe adjusted EBITDA and EBITDA are useful in evaluating our operating performance. We believe that non-GAAP financial information, when taken collectively, may be helpful to investors because it provides consistency and comparability with past financial performance and assists in comparisons with other companies, some of which use similar non-GAAP information to supplement their GAAP results. The non-GAAP financial information is presented for supplemental informational purposes only, and should not be considered a substitute for financial information presented. Investors are encouraged to review the related GAAP financial measures and the reconciliation of these non-GAAP financial measures to their most comparable GAAP financial measures. We do not reconcile our forward-looking non-GAAP financial measures to the corresponding U.S. GAAP measures, due to variability and difficulty in making accurate forecasts and projections and/or certain information not being ascertainable or accessible; and because not all of the information, such as foreign currency impacts necessary for a quantitative reconciliation of these forward-looking non-GAAP financial measures to the most comparable U.S. GAAP financial measure, is available to us without unreasonable efforts. For the same reasons, we are unable to address the probable significance of the unavailable information. We provide non-GAAP financial measures that we believe will be achieved, however we cannot accurately predict all of the components of the adjusted calculation and the U.S. GAAP measures may be materially different than the non-GAAP measures.

These forward-looking statements are based on the Company's management's current expectations, estimates, projections and beliefs, as well as a number of assumptions concerning future events, and are not guarantees of performance. Such statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this Current Report on Form 8-K, word such as "outlook," "believes," "expects," "potential," "continues," "may," "will," "should," "could," "seeks," "approximately," "predicts," "intends," "plans," "estimates," "anticipates" or the negative version of these words or other comparable words or phrases, may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. The following factors among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements:

- the inability of Getty Images to continue to license third-party content and offer relevant quality and diversity of content to satisfy customer needs;
- Getty Images' ability to attract new customers and retain and motivate an increase in spending by its existing customers;
- the user experience of Getty Images' customers on its website;
- the extent to which Getty Images is able to maintain and expand the breadth and quality of our content library through content licensed from third-party suppliers, content acquisitions and imagery captured by its staff of in-house photographers;
- the mix of and basis upon which Getty Images licenses its content, including the price-points at, and the license models and purchase options through, which Getty Images licenses its content;
- the risk that Getty Images operates in a highly competitive market;
- the risk that Getty Images is unable to successfully execute its business strategy;
- the inability of Getty Images to effectively manage its growth;
- the risk that Getty Images may lose the right to use "Getty Images" trademarks;
- the inability to evaluate Getty Images' future prospects and challenges due to evolving markets and customers' industries;
- the risk that Getty Images' operation in and continued expansion into international markets bring additional business, political, regulatory, operational, financial and economic risks;
- the inability to expand Getty Images' operations into new products, services and technologies and to increase customer and supplier awareness of new and emerging products and services;
- the loss of and inability to attract and retain key personnel that could negatively impact Getty Images' business growth;
- the inability to protect the proprietary information of customers and networks against security breaches and protect and enforce intellectual property rights;
- Getty Images' reliance on third parties;
- the risk that an increase in government regulation of the industries and markets in which Getty Images operates could negatively impact Getty Images' business;
- the impact of worldwide and regional political, military or economic conditions, including declines in foreign currencies in relation to the value of the U.S. dollar, hyperinflation, devaluation and significant political or civil disturbances in international markets where Getty Images conducts business;

- the risk that claims, lawsuits and other proceedings that have been, or may be, instituted against Getty Images or CCNB could adversely affect Getty Images' business;
- the risk that the market price of the Company's securities may decline;
- the inability to predict the effect that the Company's multi-class structure may have on the market price of the Company Class A Common Stock;
- the risk that the COVID-19 pandemic and efforts to reduce its spread impacts Getty Images' business, financial condition, cash flows and operation results more significantly than currently expected;
- the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the Company following the Closing to grow its business and manage growth profitably;
- costs related to the Business Combination;
- changes in applicable Laws or regulations; and
- the possibility that Getty Images may be adversely affected by other economic, business, and/or competitive factors.

While forward-looking statements reflect the Company's good faith belief, they are not guarantees of future performance. For a further discussion of these and other factors that could cause the Company's future results, performance or transactions to differ significantly from those expressed in any forward-looking statement, please see the section titled "*Risk Factors*" in this Current Report on Form 8-K. You should not place undue reliance on any forward-looking statements, which are based only on information currently available to the Company (or to third parties making the forward-looking statements).

The forward-looking statements contained in this Current Report on Form 8-K and in any document incorporated by reference are based on current expectations and beliefs concerning future developments and their potential effects on the Company. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. These forward-looking statements involve a number of risks, uncertainties, some of which are beyond the Company's control, or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described in the Proxy Statement in the section titled "*Risk Factors*," which are incorporated herein by reference. Should one or more of these risks or uncertainties materialize, or should any of the Company's assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Accordingly, forward-looking statements in this Current Report on Form 8-K and in any document incorporated herein by reference should not be relied upon as representing the Company's views as of any subsequent date, and the Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Business

The business of the Company is described in the Proxy Statement in the section titled "*Information About Getty Images*" beginning on page 243 of the Proxy Statement, and that information is incorporated herein by reference.

Risk Factors

The risks associated with the Company's business and operations and the Business Combination are described in the Proxy Statement in the section titled "*Risk Factors*" beginning on page 71 of the Proxy Statement, and are incorporated herein by reference.

Financial Information

Historical Audited Annual Consolidated Financial Statements

The selected historical consolidated financial and operating data for each of the two years ended December 31, 2021 and 2020, and the selected consolidated balance sheet as of December 31, 2021 and 2020 for Getty Images are set forth in the Proxy Statement and are incorporated herein by reference.

Unaudited Consolidated Financial Statements

The unaudited consolidated financial statements as of March 31, 2022 and December 31, 2021 and for the three months ended March 31, 2022 of Getty Images included in the Proxy Statement and incorporated by reference hereto have been prepared in accordance with U.S. generally accepted accounting principles and pursuant to the regulations of the Commission. The unaudited financial information reflects, in the opinion of management, all adjustments, consisting of normal recurring adjustments, considered necessary for a fair statement of Getty Images' financial position, results of operations and cash flows for the periods indicated. The results reported for the interim period presented are not necessarily indicative of results that may be expected for the full year.

These unaudited consolidated financial statements should be read in conjunction with the historical audited consolidated financial statements of Getty Images as of and for the years ended December 31, 2021 and 2020, and the related notes included in the Proxy Statement and the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" included herein and incorporated by reference.

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information of the Company as of and for the year ended December 31, 2021 is set forth in Exhibit 99.1 hereto and is incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of the financial condition and results of operation of Getty Images prior to the Business Combination is included in the Proxy Statement in the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Getty Images*" beginning on page 259 of the Proxy Statement, which is incorporated herein by reference.

Properties

The facilities of the Company are described in the Proxy Statement in the section entitled "*Information About Getty Images—Locations and Facilities*" on page 255 and that information is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information regarding the beneficial ownership of shares of Common Stock of the Company upon the Closing by:

- each person known by the Company to be the beneficial owner of more than 5% of the Common Stock of the Company upon the Closing;
- each of the Company's executive officers and directors; and
- all executive officers and directors of the Company as a group upon the Closing.

The SEC has defined "beneficial ownership" of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A stockholder is also deemed to be, as of any date, the beneficial owner of all securities that such stockholder has the right to acquire within 60 days after that date through (a) the exercise of any option, warrant or right, (b) the conversion of a security, (c) the power to revoke a trust, discretionary account or similar arrangement, or (d) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of Common Stock subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person. Each person named in the table has sole voting and investment power with respect to all of the shares shown as beneficially owned by such person, except as otherwise indicated in the table or footnotes below.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all shares of Company Class A Common Stock beneficially owned by them. To our knowledge, no shares of Common Stock beneficially owned by any executive officer or director have been pledged as security.

Name of Beneficial Owners		
Directors and Executive Officers of the Post-Combination Company After Consummation of the Business Combination	**Number of Shares**	**%**
Mark Getty[1]	10,379,740	3.3%
Patrick Maxwell	—	—
Hilary Schneider[2]	133,235	*
Craig Peters[3]	4,727,881	1.5%
Brett Watson	—	—
Chinh E. Chu[4]	—	—
Michael Harris	—	—
Jonathan Klein[5]	2,884,334	*
James Quella[6]	32,000	*
Mikael Cho[7]	639,523	*
Grant Farhall[8]	454,621	*
Gene Foca[9]	1,678,749	*
Nate Gandert[10]	1,665,835	*
Kjelti Kellough[11]	575,717	*
Jennifer Leyden[12]	115,468	*
Ken Mainardis[13]	1,141,814	*
Peter Orlowsky[14]	635,915	*
Andrew Saunders[15]	701,820	*
Lizanne Vaughan[16]	610,990	*
All directors and executive officers as a group	26,345,642	7.9%
Five Percent Holders of New CCNB		
The Getty Family[17]	152,936,145	47.9%
Koch Icon Investments, LLC [18]	65,935,749	20.7%
NBOKS[19]	53,750,000	16.7%
CC Neuberger Principal Holdings II Sponsor LLC[20]	31,349,488	9.8%

* Less than one percent.

(1) Interests shown consist of (i) 6,061,038 shares of Getty Images Holdings, Inc. Class A Common Stock held by Mark Getty and (ii) (a) 3,957,803 shares of Getty Images Holdings, Inc. Class A Common Stock to be held by The October 1993 Trust and (b) 360,899 shares of Getty Images Holdings, Inc. Class A Common Stock held by The Options Settlement, which Mr. Getty may be deemed to beneficially own by virtue of his indirect ownership in such entities. This number does not include (i) 124,056,405 shares of Getty Images Holdings, Inc. Class A Common Stock held by Getty Investments, (ii) 18,500,000 shares of Getty Images Holdings, Inc. Class A Common Stock issued to Getty Investments in connection with the PIPE Financing, (iii) 35,470,100 Earn-Out Shares, subject to vesting restrictions described in the Business Combination Agreement (the "Earn-Out Shares") held by Getty Investments LLC, (iv) 1,131,612 Earn-Out Shares held by The October 1993 Trust, (v) 1,732,967 Earn-Out Shares held by Mark Getty or (vi) 103,188 Earn-Out Shares held by The Options Settlement. Mr. Getty is one of three directors of Getty Investments (the other two directors being Pierre du Preez and Jan Moehl) and therefore he may be deemed to share voting and investment power over the shares held by Getty Investments. The Cheyne Walk Trust is the sole owner of Cheyne Walk Master Fund 2 LP, which is the majority owner of Getty Investments, and the Cheyne Walk Trust may be deemed to have indirect beneficial ownership of the Getty Investments 142,556,405 shares of Getty Images Holdings, Inc.

(2) Interests shown consist of 133,235 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(3) Interests shown consist of (i) 16,432 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Mr. Peters and (ii) 4,711,449 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing. This number does not include 4,698 Earn-Out Shares held by Mr. Peters.

(4) Does not include any shares indirectly owned by this individual as a result of his partnership interest in the Sponsor or its affiliates.

(5) Interests shown consist of (i) (a) 2,124,672 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Mr. Klein and (b) 401,631 shares held by Aston Aladmax LLC, which Mr. Klein may be deemed to beneficially own, and (ii) 358,031 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(6) Interest shown consist of 32,000 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Mr. Quella (excluding 4,000 shares of Getty Images Holdings, Inc. Series B-1 Common Stock and 4,000 shares of Getty Images Holdings, Inc. Series B-2 Common Stock, which are each convertible into shares of Getty Images Holdings, Inc. Class A Common Stock upon meeting certain vesting criteria).

(7) Interest shown consists of 639,523 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(8) Interest shown consists of 454,621 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(9) Interest shown consists of 1,678,749 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(10) Interest shown consists of 1,665,835 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(11) Interest shown here consist of (i) 4,886 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Ms. Kellough and (ii) 570,831 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable upon 60 days of Closing. This number does not include 1,397 Earn-Out Shares held by Ms. Kellough.

(12) Interest shown consists of 115,468 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(13) Interest shown consists of 1,141,814 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable within 60 days of Closing.

(14) Interest shown here consist of (i) 3,054 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Mr. Orlowsky and (ii) 632,861 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable upon 60 days of Closing. This number does not include 873 Earn-Out Shares held by Mr. Orlowsky.

(15) Interest shown here consist of (i) 18,325 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Mr. Saunders and (b) 683,495 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable upon 60 days of Closing. This number does not include 5,239 Earn-Out Shares held by Mr. Saunders.

(16) Interest shown here consist of (i) 6,108 shares of Getty Images Holdings, Inc. Class A Common Stock held directly by Ms. Vaughan and (ii) 604,882 shares of Getty Images Holdings, Inc. Class A Common Stock subject to outstanding options which are exercisable upon 60 days of Closing. This number does not include 1,746 Earn-Out Shares held by Ms. Vaughn.

(17) Interests shown consist of (i) 142,556,405 shares of Getty Images Holdings, Inc. Class A Common Stock held by Getty Investments, (ii) 3,957,803 shares of Getty Images Holdings, Inc. Class A Common Stock held by The October 1993 Trust, (iii) 360,899 shares of Getty Images Holdings, Inc. Class A Common Stock held by The Options Settlement, and (iv) 6,061,038 shares of Getty Images Holdings, Inc. Class A Common Stock held by Mark Getty. This number does not include (i) 35,470,100 Earn-Out Shares held by Getty Investments LLC, (ii) 1,131,612 Earn-Out Shares held by The October 1993 Trust, (iii) 1,732,967 Earn-Out Shares held by Mark Getty or (iv) 103,188 Earn-Out Shares held by The Options Settlement. The Cheyne Walk Trust is the sole owner of Cheyne Walk Master Fund 2 LP, which is the majority owner of Getty Investments, and the Cheyne Walk Trust may be deemed to have indirect beneficial ownership of the Getty Investments 142,556,405 shares of the Post-Combination Company.

(18) Interests shown consist of 50,935,749 shares of Getty Images Holdings, Inc. Class A Common Stock held by Wood River Capital, LLC as the nominee of Koch Icon Investments, LLC and 15,000,000 shares of Getty Images Holdings, Inc. Class A Common Stock in consideration for Koch Icon LLC's exchange of its preferred liquidation preference for shares of Getty Images Holdings, Inc. Class A Common Stock. This number does not include 14,563,505 Earn-Out Shares.

(19) Represents shares held by NBOKS. Interests shown consist of (i) 20,000,000 shares of Getty Images Holdings, Inc. Class A Common Stock purchased in connection with the Forward Purchase Agreement, (ii) 30,000,000 shares of Getty Images Holdings, Inc. Class A Common Stock purchased in connection with the Backstop Agreement, and (iii) 3,750,000 Forward Purchase Warrants, which are exercisable into shares of Getty Images Holdings, Inc. Class A Common Stock within 60 days of Closing. This number does not include any shares indirectly owned by NBOKS, as a result of its interest in CC Neuberger Principal Holdings II Sponsor LLC or its affiliates.

(20) Represents shares held by CC Neuberger Principal Holdings II Sponsor LLC which is jointly controlled by CCNB Sponsor 2 Holdings LLC and NBOKS. Interests shown consists of (i) 20,464,000 shares of Getty Images Holdings, Inc. Class A Common Stock (excluding 2,558,000 shares of Getty Images Holdings, Inc. Series B-1 Common Stock and 2,558,000 shares of New CCNB Series B-2 Common Stock, which are each convertible into shares of New CCNB Class A Common Stock upon meeting certain vesting criteria), (ii) 10,000,000 shares of Getty Images Holdings, Inc. Class A Common Stock purchased in connection with the PIPE Financing, and (iii) 885,488 private placement warrants, which are exercisable into shares of Getty Images Holdings, Inc. Class A Common Stock within 60 days of Closing. The reported amount excludes 17,674,511 private placement warrants that are subject to a conversion blocker which operates to prevent CC Neuberger Principal Holdings II Sponsor LLC's beneficial ownership from exceeding 9.8%.

Directors and Executive Officers

Information with respect to the Company's directors and executive officers after the Closing are described in the Proxy Statement in the section titled "*Management of New CCNB Following the Closing*" beginning on page 299 and that information is incorporated herein by reference.

Board Composition

On July 22, 2022, Mark Getty, James Quella, Patrick Maxwell, Chinh Chu, Brett Watson, Michael Harris, Jonathan Klein, Hilary Schneider and Craig Peters were appointed to serve as directors on the board of directors of the Company (the "Board" or the "Company Board") effective immediately following the Closing.

In addition, James Quella and Patrick Maxwell were appointed to serve as Class I directors, with terms expiring at the Company's first annual meeting of stockholders following the Closing; Mark Getty, Brett Watson and Chinh Chu were appointed to serve as a Class II directors, with terms expiring at the Company's second annual meeting of stockholders following the Closing; and Michael Harris, Jonathan Klein, Hilary Schneider and Craig Peters were appointed to serve as a Class III directors, with terms expiring at the Company's third annual meeting of stockholders following the Closing. The size of the Board is nine members. Biographical information for these individuals is set forth in the Proxy Statement in the section titled "*Management of New CCNB Following the Closing*" which information is incorporated herein by reference.

Director Independence

The Board has determined that each of the directors on the Company Board (other than Craig Peters and Mark Getty) are independent as defined under the listing standards of NYSE.

Committees of the Board of Directors

Effective upon the Closing, the standing committees of the Board consist of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee.

Upon the Closing, the Board appointed Hilary Schneider, Jonathan Klein and James Quella to serve on the Audit Committee. The Board appointed Brett Watson, Chinh Chu and Hilary Schneider to serve on the Compensation Committee. The Board appointed Mike Harris and Patrick Maxwell to serve on the Nominating and Corporate Governance Committee.

Executive Officers

Effective as of the Closing, each of Chinh Chu (Chief Executive Officer), Matthew Skurbe (Chief Financial Officer), Jason Giordano (Executive Vice President, Corporate Development) and Douglas Newton (Executive Vice President, Corporate Development) resigned from their respective positions in CCNB. Effective as of the Closing, the Board appointed: Mark Getty to serve as Chairman of the Board; Craig Peters to serve as Chief Executive Officer; Mikael Cho to serve as Senior Vice President, CEO, Unsplash; Grant Farhall to serve as Senior Vice President, Chief Product Officer; Gene Foca to serve as Senior Vice President, Chief Marketing Officer; Nate Gandert to serve as Senior Vice President, Chief Technology Officer; Kjelti Kellough to serve as Senior Vice President, General Counsel and Secretary; Jennifer Leyden to serve as Senior Vice President, Chief Financial Officer; Ken Mainardis to serve as Senior Vice President, Global Content; Peter Orlowsky to serve as Senior Vice President, Strategic Development; Andrew Saunders to serve as Senior Vice President, Creative Content and Lizanne Vaughan to serve as Senior Vice President, Chief People Officer. Biographical information for these individuals is set forth in the Proxy Statement in the section titled "*Management of New CCNB Following the Closing*" which information is incorporated herein by reference.

Director Compensation

As of the date of this Current Report on Form 8-K, the compensation arrangements for the Board have not been determined. Any such arrangement will be reviewed and approved by the Compensation Committee of the Company and will be publicly disclosed by the Company when such arrangements are approved.

Executive Compensation

The compensation of the Getty Images' named Executive Officers as of December 31, 2021 is described in the Proxy Statement in the section titled "*Executive Compensation of Getty Images*" beginning on page 281 and that information is incorporated herein by reference. Actual compensation programs that the Company adopts may differ materially from the pre-Business Combination programs summarized or referred to in the aforementioned section.

Certain Relationships and Related Transactions

This section should be read in conjunction with the information included in the Proxy Statement in the section titled "*Certain Relationships and Related Person Transactions*" beginning on page 331 of the Proxy Statement, which is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings of the Company in the section of the Proxy Statement titled "*Information about Getty Images—Legal Proceedings*" on page 258 of the Proxy Statement and is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Prior to the Closing, CCNB's publicly traded Class A Ordinary Shares, public warrants and units were listed on NYSE under the symbols "PRPB," "PRPB WS" and "PRPB.U," respectively. Upon the Closing, the Company's Class A Common Stock and public warrants were listed on NYSE under the symbols "GETY" and "GETY WS," respectively. The Company's publicly traded units automatically separated into their component securities upon the Closing and, as a result, no longer trade as a separate security and were delisted from NYSE.

The Company has not paid any cash dividends on shares of its Class A Common Stock to date. The payment of any cash dividends in the future will be dependent upon the Company's revenues and earnings, if any, capital requirements and general financial condition. The payment of any dividends will be within the discretion of the Board.

Description of Registrant's Securities

The description of the Company's securities is contained in the Proxy Statement in the section titled "*Description of New CCNB Securities*" beginning on page 311 and is incorporated herein by reference.

Indemnification of Directors and Officers

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Information about indemnification of the Company's directors and officers is set forth in the Proxy Statement in the section titled "*Description of New CCNB Securities—Limitations of Liability and Indemnification*" beginning on page 320 which information is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report on Form 8-K is incorporated herein by reference.

Financial Statements and Exhibits

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing; Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note and Items 1.01 and 2.01 of this Current Report on Form 8-K is incorporated by reference.

On July 22, 2022, in connection with the consummation of the Business Combination, the Company notified NYSE that the Business Combination had become effective and requested that NYSE (i) suspend trading of the CCNB ordinary shares effective as of the close of trading on the Closing Date and (ii) file with the SEC a Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on Form 25 to delist CCNB's ordinary shares, warrants and units under Section 12(b) of the Exchange Act. CCNB intends to file a certification on Form 15 with the SEC in order to complete the deregistration of CCNB's securities and suspend CCNB's reporting obligations under Sections 13 and 15(d) of the Exchange Act.

Item 3.02. Unregistered Sale of Equity Securities

The disclosure set forth above in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference herein. The shares of New CCNB Class A Common Stock issued in connection with the Business Combination, the PIPE Financing, the Backstop Agreement and the Forward Purchase Agreement, have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon the exemption provided in Section 4(a)(2) thereof. In addition, the shares of Company Class A Common Stock issued to the Getty Images' stockholders that delivered a written consent to approve the Business Combination Agreement in connection with the execution of the Business Combination Agreement were issued in a private placement.

The Company issued the foregoing securities under Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated under the Securities Act, as a transaction not requiring registration under Section 5 of the Securities Act. The parties receiving the securities represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing the securities (or reflected in restricted book entry with the Company's transfer agent). The parties also had adequate access, through business or other relationships, to information about the Company.

Item 3.03. Material Modifications to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the disclosure set forth in Items 1.01, 2.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03.

Item 4.01. Changes in Registrant's Certifying Accountant.

(a) Dismissal of independent registered public accounting firm

On July 28, 2022, the Audit Committee of the Board approved the dismissal of WithumSmith+Brown, PC ("Withum") as the independent auditor of CCNB effective immediately after the filing of the Company's Form 10-Q for the second quarter ended June 30, 2022 (the "Auditor Change Effective Date").

Withum's report for the year ended December 31, 2021 and for the period from May 12, 2020 (inception) through December 31, 2020 included an explanatory paragraph stating that in connection with CCNB's assessment of going concern considerations in accordance with FASB ASC Topic 205-40, "Presentation of Financial Statements – Going Concern," CCNB's management had determined that the liquidity condition and date for mandatory liquidation and subsequent dissolution raised substantial doubt about CCNB's ability to continue as a going concern.

Withum's report for the year ended December 31, 2021 and for the period from May 12, 2020 (inception) through December 31, 2020 also expressed an adverse opinion on CCNB's internal control over financial reporting based on CCNB's management concluding that CCNB's internal control over financial reporting was not effective as of December 31, 2021. CCNB's management has concluded that its control around the interpretation and accounting for certain equity and equity-linked financial instruments issued by CCNB was not effectively designed or maintained.

Except as noted above, during the period from May 12, 2020 (inception) through December 31, 2021, and the subsequent interim periods through July 28, 2022, there were no (1) disagreements with Withum on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Withum, would have caused it to make a reference in connection with their opinion to the subject matter of the disagreement or (2) reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

Except as noted above, during the period from May 12, 2020 (inception) through December 31, 2021, and through July 28, 2022, neither CCNB nor anyone on CCNB's behalf consulted with Withum regarding (i) the application of accounting principles to a specified transaction, either completed or proposed; or the type of audit opinion that might be rendered on CCNB's financial statements, and no written report or oral advice was provided to CCNB by Withum that Withum concluded was an important factor considered by CCNB in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is described in Item 304(a)(1)(iv) of Regulation S-K, or a reportable event, as that term is defined in Item 304(a)(1)(v) of Regulation S-K.

The Company provided Withum with a copy of the foregoing disclosures prior to the filing of this Current Report on Form 8-K and requested that Withum furnish a letter addressed to the SEC, which is attached hereto as Exhibit 16.1, stating whether it agrees with such disclosures, and, if not, stating the respects in which it does not agree.

(b) Engagement of new independent registered public accounting firm

On July 28, 2022, the Audit Committee of the Board approved the appointment of Ernst & Young LLP ("EY") as the Company's independent registered public accounting firm to audit the Company's consolidated financial statements for the year ending December 31, 2022. The Company's appointment of EY will become effective as of the Auditor Change Effective Date. EY served as the independent registered public accounting firm of Griffey Global Holdings, Inc., referred to in this Current Report as "Getty Images," prior to the Business Combination.

Item 5.01. Changes in Control of Registrant.

The disclosure set forth in the Introductory Note and Item 2.01 of this Current Report on Form 8-K is incorporated by reference in this Item 5.01.

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

The disclosure set forth in Item 2.01 of this Current Report on Form 8-K under the titled, "*Directors and Executive Officers*," "*Director Compensation*" and "*Executive Compensation*" is incorporated by reference in this Item 5.02.

2022 Earn Out Plan Summary

On July 21, 2022, following the Statutory Conversion, the New CCNB Board approved, and CCNB (as the then-sole shareholder of New CCNB) approved, the Getty Images Holdings, Inc. 2022 Earn Out Plan (the "Earn Out Plan"). The purposes of the Earn Out Plan are to attract and retain personnel for positions with the Company and its subsidiaries, to provide additional incentive to employees, directors and consultants chosen to participate in the Earn Out Plan and to promote the success of the Company. The principal features of the 2022 Plan are summarized in the Proxy Statement in the section titled "*Executive Compensation of Getty Images—2022 Earn Out Plan Summary*" beginning on page 289 which information is incorporated herein by reference. This summary is qualified in its entirety by reference to the text of the Earn Out Plan, which is included as Exhibit 10.10 to this Current Report and is incorporated herein by reference.

2022 Employee Stock Purchase Plan Summary

On July 21, 2022, following the Statutory Conversion, the New CCNB Board approved, and CCNB (as the then-sole shareholder of New CCNB) approved, the Getty Images Holdings, Inc. 2022 Employee Stock Purchase Plan (the "ESPP"). The purpose of the ESPP is to allow eligible employees and eligible service providers of the Company the opportunity to purchase common stock of the Company, which we believe is critical for attracting, motivating, rewarding and retaining a talented team who will contribute to the Company's success. The principal features of the 2022 Plan are summarized in the Proxy Statement in the section titled "*Executive Compensation of Getty Images—2022 Employee Stock Purchase Plan Summary*" beginning on page 290 which information is incorporated herein by reference. This summary is qualified in its entirety by reference to the text of the ESPP, which is included as Exhibit 10.11 to this Current Report and is incorporated herein by reference.

2022 Equity Incentive Plan Summary

On July 21, 2022, following the Statutory Conversion, the New CCNB Board approved, and CCNB (as the then-sole shareholder of New CCNB) approved, the Getty Images Holdings, Inc. 2022 Equity Incentive Plan (the "2022 Plan"). The purpose of the 2022 Plan is to align the interests of eligible participants with New CCNB's stockholders by providing incentive compensation tied to New CCNB's performance. The intent of the 2022 Plan is to advance New CCNB's interests and increase stockholder value by attracting, retaining and motivating key personnel. The principal features of the 2022 Plan are summarized in the Proxy Statement in the section titled "*Executive Compensation of Getty Images—2022 Equity Incentive Plan Summary*" beginning on page 294 which information is incorporated herein by reference. This summary is qualified in its entirety by reference to the text of the 2022 Plan, which is included as Exhibit 10.12 to this Current Report and is incorporated herein by reference.

Item 5.03. Amendments to Certificate of Incorporation or Bylaws; Change in Fiscal Year.

At the Statutory Conversion, New CCNB statutorily converted from a Delaware limited liability company to a Delaware corporation with a certificate of incorporation in the form of the New CCNB Pre-Closing Certificate of Incorporation, which provides for, among other things, two classes of common stock in a manner consistent with the articles of incorporation of CCNB prior to the Statutory Conversion.

With effect from the Domestication Merger, the rights of stockholders are governed by Delaware law, including the DGCL, rather than by the laws of the Cayman Islands. Certain differences exist between the DGCL and the Cayman Islands Companies Act that will alter certain of the rights of shareholders and affect the powers of the New CCNB Board and management following the Domestication Merger. The material differences in corporate law between Delaware state law and Cayman Islands law are summarized in the Proxy Statement in the section titled "*Comparison of Corporate Governance and Shareholder Rights—Comparison of Shareholder Rights under Applicable Corporate Law*" beginning on page 322 which information is incorporated herein by reference.

On the Closing Date, the Company amended and restated its certificate of incorporation in the form of the New CCNB Post-Closing Certificate of Incorporation and adopted the New CCNB Post-Closing Bylaws (the "Company Organizational Documents"), which differ in certain material respects from the Existing Organizational Documents of CCNB (prior to the Statutory Conversion) and the New CCNB Pre-Closing Certificate of Incorporation and New CCNB Pre-Closing Bylaws (following the Statutory Conversion and applicable to the existing CCNB Shareholders following the Domestication Merger and prior to the Closing). The material differences between the Existing Organizational Documents of CCNB and the Company Organizational Documents are summarized in the Proxy Statement in the section titled "*Comparison of Corporate Governance and Shareholder Rights—Comparison of Shareholder Rights under the Applicable Organizational Documents*" beginning on page 324 which information is incorporated herein by reference.

The amended and restated certificate of incorporation and bylaws of the Company are attached as Exhibits 3.1 and 3.2 hereto, respectively, and incorporated herein by reference.

Item 5.05. Amendments to the Registrant's Code of Business Ethics, or Waiver of a Provision of the Code of Business Ethics.

In connection with the Business Combination, on July 22, 2022, the Company adopted a new Code of Business Ethics (the "Code") applicable to its directors, executive officers and employees, including its principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions that complies with the rules and regulations of the NYSE. The Code codifies the business and ethical principles that govern all aspects of the Company's business. The Company's adoption of the new Code effectively amends CCNB and New CCNB's previous Code and does not result in any waiver, explicit or implicit, of any provision of the previous Code.

This summary is qualified in its entirety by reference to the text of the Code, which is posted on our website at www.investors.gettyimages.com and attached to this Current Report on Form 8-K as Exhibit 14.1 and incorporated by reference into this Item 5.05.

Item 5.06. Change in Shell Company Status.

As a result of the Business Combination, which fulfilled the definition of a "Business Combination" as required by the Existing Organizational Documents of CCNB, as in effect immediately prior to the Closing, the Company ceased to be a shell company upon the Closing. A description of the Business Combination and the terms of the Business Combination Agreement are included in the Proxy Statement in the sections titled "*Questions and Answers About the Proposals for Shareholders*" and "*Shareholder Proposal 2: The Business Combination Proposal*" beginning on pages 44 and 135, respectively, which is incorporated herein by reference.

Item 8.01. Other Events.

On July 22, 2022, the Company issued a press release announcing the completion of the Business Combination, a copy of which is furnished as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of business acquired.

The selected historical consolidated financial and operating data for each of the two years ended December 31, 2021 and 2020, and the selected consolidated balance sheet as of December 31, 2021 and 2020 for the Getty Images are set forth in the Proxy Statement beginning on page F-70 and are incorporated herein by reference.

The unaudited consolidated financial statements as of March 31, 2022 and December 31, 2021 and for the three months ended March 31, 2022 of Getty Images included in the Proxy Statement beginning on page F-52 and incorporated by reference.

(b) Pro forma financial information.

The unaudited pro forma condensed combined financial information of the Company as of and for the year ended December 31, 2021 is set forth in Exhibit 99.2 hereto and is incorporated herein by reference.

(d) Exhibits.

Exhibit No.	Description
2.1†	Business Combination Agreement by and among CC Neuberger Principal holdings II, Griffey Global Holdings, Inc. and the other parties thereto, dated as of December 9, 2021 (incorporated by reference to Exhibit 2.1 to Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
3.1	Amended and Restated Certificate of Incorporation of the Company.
3.2	Amended and Restated By-laws of the Company.
4.1	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
4.2	Specimen Warrant Certificate (incorporated by reference to Exhibit 4.2 to Vector Holding LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
4.3	Existing Warrant Agreement by and between CC Neuberger Principal Holdings II and Continental Stock Transfer & Trust Company, as warrant agent, dated August 4, 2020 (incorporated by reference to Exhibit 4.1 of CC Neuberger Principal Holding II's Current Report on Form 8-K , filed with the SEC on August 4, 2020).
4.4	Warrant Assumption Agreement among Continental Stock Transfer and Trust Company, American Stock Transfer & Trust Company, LLC, CC Neuberger Principal Holdings II and Vector Holdings, LLC, dated as of the Closing Date.
10.1	Forward Purchase Agreement by and between CC Neuberger Principal Holdings II and Neuberger Berman Opportunistic Capital Solutions Master Fund LP, dated August 4, 2020 (incorporated by reference to Exhibit 10.6 of CC Neuberger Principal Holdings II's Form 8-K, filed with the SEC on August 4, 2020).

10.2	Side Letter to the Forward Purchase Agreement and Backstop Agreement by and between CC Neuberger Principal Holdings II, and Neuberger Berman Opportunistic Capital Solutions Master Fund L.P., dated as of December 9, 2021 (incorporated by reference to Exhibit 10.2 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.3	Sponsor Side Letter by and among CC Neuberger Principal Holdings II Sponsor, LLC, Joel Alsfine, James Quella, Jonathan Gear, CC NB Sponsor 2 Holdings LLC, Neuberger Berman Opportunistic Capital Solutions Master Fund LP, CC Neuberger Principal Holdings II, Vector Holding, LLC and Griffey Global Holdings, Inc., dated as of December 9, 2021 (incorporated by reference to Exhibit 10.3 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.4	Form of PIPE Subscription Agreement (incorporated by reference to Exhibit 10.4 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.5	Form of Permitted Equity Subscription Agreement (incorporated by reference to Exhibit 10.5 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.6	Backstop Facility Agreement by and between CC Neuberger Principal Holdings II, and Neuberger Berman Opportunistic Capital Solutions Master Fund LP, dated as of November 16, 2020 (incorporated by reference to Exhibit 10.6 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.7	Stockholders Agreement by and among Vector Holding, LLC, CC Neuberger Principal Holdings II Sponsor LLC, the equityholders of CC Neuberger Principal Holdings II Sponsor LLC, certain equityholders of Griffey Global Holdings, Inc. and certain other parties thereto, dated as of December 9, 2021 (incorporated by reference to Exhibit 10.7 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.8	Registration Rights Agreement, by and among Getty Images Holdings, Inc., CC Neuberger Principal Holdings II, the Independent Directors (as defined therein), Getty Investments L.L.C., Koch Icon Investments, LLC and certain equity holders of Getty Images, dated as of the Closing Date.
10.9	Form of Indemnification Agreement.
10.10	Getty Images Holdings, Inc. Earn Out Plan dated as of July 21, 2022.
10.11	2022 Employee Stock Purchase Plan dated as of July 21, 2022.
10.12	2022 Equity Incentive Plan dated as of July 21, 2022.
10.13	Employment Agreement with Craig Peters dated July 1, 2015, as amended on January 27, 2017, November 3, 2017, January 1, 2019, April 1, 2020 and October 1, 2020 (incorporated by reference to Exhibit 10.11 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).

10.14	Employment Agreement with Milena Alberti-Perez dated December 9, 2020 (incorporated by reference to Exhibit 10.12 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.15	Employment Agreement with Nathaniel Gandert dated June 1, 2016, as amended on April 1, 2020 and October 1, 2020 (incorporated by reference to Exhibit 10.13 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
10.16	Restated Option Agreement, by and among Griffey Investors, L.P., Getty Images, Inc., Getty Investments, L.L.C. and certain other parties, dated February 9, 1998, as amended on February 9, 1998, February 24, 2008, August 14, 2012, and December 9, 2021 (incorporated by reference to Exhibit 10.15 of Vector Holding, LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
14.1	Code of Business Ethics.
16.1	Letter from WithumSmith+Brown, PC.
21.1	List of Subsidiaries of Getty Images Holdings, Inc. (incorporated by reference to Exhibit 21.1 to Vector Holding LLC's Registration Statement on Form S-4, filed with the SEC on June 29, 2022).
99.1	Press Release announcing the completion of the business combination with CC Neuberger Principal Holdings II, dated as of July 22, 2022.
99.2	Unaudited pro forma condensed combined financial information of Getty Images Holdings, Inc. as of and for the year ended December 31, 2021 and as of and for the three months ended March 31, 2022.

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2).

SIGNATURES

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

Dated: July 28, 2022

GETTY IMAGES HOLDINGS, INC.

By: /s/ Kjelti Kellough
Name: Kjelti Kellough
Title: Senior Vice President, General Counsel, and Corporate Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:14 A:\107/22/2022
FILED 11:14 AM 07/22/2022
SR 20223060625 - File Number 6389548

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

VECTOR HOLDING, INC.

I, Douglas Newton, being the duly elected President of Vector Holding, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify as follows:

1. The name of the Corporation is Vector Holding, Inc.

2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 21, 2022 and a Certificate of Correction of the Corporation was filed with the Secretary of State of the State of Delaware on July 22, 2022.

The Certificate of Incorporation of the Corporation is hereby amended to effect a change in Article I thereof, relating to the name of the Corporation. Accordingly Article I of the Certificate of Incorporation shall be amended to read in its entirety as follows:

ARTICLE I

NAME

The name of the corporation is Getty Images Holdings, Inc. (the "**Corporation**").

3. The board of directors of the Corporation, pursuant to Sections 141, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL"), adopted resolutions authorizing the Corporation to amend, integrate and restate the Corporation's Certificate of Incorporation in its entirety as set forth in Exhibit A attached hereto and made a part hereof (the "Restated Certificate").

4. The stockholder of the Corporation's issued and outstanding capital stock approved and adopted the Restated Certificate in accordance with Sections 242 and 245 of the DGCL.

IN WITNESS WHEREOF, Vector Holding, Inc .. has caused this Amended and Restated Certificate of Incorporation to be signed by a duly elected authorized officer as of this 22nd day of July, 2022.

/s/ Douglas Newton

Douglas Newton, President

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

GETTY IMAGES HOLDINGS, INC.

ARTICLE I

Section 1.1. Name. The name of the Corporation is Getty Images Holdings, Inc. (the "Corporation").

ARTICLE II

Section 2.1. Address. The registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801; and the name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

Section 3.1. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

Section 4.1. Capitalization. The total number of shares of all classes of stock that the Corporation is authorized to issue is 2,006,140,000 shares, consisting of (A) 1,000,000 shares of Preferred Stock, par value $0.0001 per share ("Preferred Stock"), (B) 2,000,000,000 shares of Class A Common Stock, par value $0.0001 per share ("Class A Common Stock"), and (C) 5,140,000 shares of Class B Non-Voting Common Stock, par value $0.0001 per share ("Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock"), of which 2,570,000 shares are designated as Series B-1 Common Stock, par value $0.0001 per share ("Series B-1 Common Stock"), and 2,570,000 shares are designated as Series B-2 Common Stock, par value $0.0001 per share ("Series B-2 Common Stock"). The number of authorized shares of any of the Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares of such class or series then outstanding or, in the case of Class A Common Stock, necessary for issuance upon conversion of outstanding shares of Class B Common Stock) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Class A Common Stock, the Class B Common Stock or Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation") or any certificate of designations relating to any series of Preferred Stock.

Section 4.2. Preferred Stock.

(A) General. The Board of Directors of the Corporation (the "Board") is hereby expressly authorized, subject to any limitations prescribed by the DGCL, by resolution or resolutions, at any time and from time to time, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the powers, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series and to cause to be filed with the Secretary of State of the State of Delaware a certificate of designations with respect thereto. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(B) Voting Rights. Except as otherwise required by applicable law, holders of a series of Preferred Stock, as such, shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any certificate of designations relating to such series).

Section 4.3. Common Stock.

(A) Voting Rights.

(1) Except as otherwise provided in this Certificate of Incorporation or as required by applicable law, each holder of Class A Common Stock, as such, shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; *provided*, *however*, that to the fullest extent permitted by applicable law, holders of Class A Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL.

(2) Except as required by applicable law, no holder of Class B Common Stock, as such, shall be entitled to any voting rights with respect to Class B Common Stock.

(3) Except as otherwise provided in this Certificate of Incorporation or required by applicable law, the holders of Common Stock having the right to vote in respect of such Common Stock shall vote together as a single class (or, if the holders of one or more series of Preferred Stock are entitled to vote together with the holders of Common Stock having the right to vote in respect of such Common Stock, as a single class with the holders of such other series of Preferred Stock) on all matters submitted to a vote of the stockholders having voting rights generally.

(B) Dividends and Distributions. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock and Class B Common Stock with respect to the payment of dividends and other distributions in cash, stock of any corporation or property of the Corporation, the holders of Class A Common Stock (including Class A Common Stock which converted to Class A Common Stock from Class B Common Stock in accordance with Section 4.3(D) below on or prior to the record date for such dividend or other distribution) and Class B Common Stock shall be entitled to receive ratably, taken together as a single class, in proportion to the number of shares held by each such stockholder, such dividends and other distributions as may from time to time be declared by the Board in its discretion out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board in its discretion shall determine. Notwithstanding anything to the contrary contained in this Certificate of Incorporation, the payment of any dividend or other distribution so declared with respect to the Class B Common Stock shall be contingent upon, and no dividend or other distribution shall be paid unless and until, the occurrence of a Conversion Event (as defined below), if any, in respect of any such share of Class B Common Stock and, upon declaration of any dividend or other distribution, the record date for such dividend or other distribution with respect to any shares of Class B Common Stock (but, for the avoidance of doubt, not the Class A Common Stock) shall be one day before the Conversion Date (as defined below) with respect to such shares of Class B Common Stock, and the Board shall so set the record date upon such declaration. Such dividends or other distributions with respect to the Class B Common Stock shall be paid to the holders of record of the Class B Common Stock on the Conversion Date with respect to such shares of Class B Common Stock in accordance with Section 4.3(D).

(C) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock or any class or series of stock having a preference over the Class A Common Stock as to distributions upon dissolution or liquidation or winding up shall be entitled, the holders of all outstanding shares of Class A Common Stock (including Class A Common Stock which converted to Class A Common Stock from Class B Common Stock in accordance with Section 4.3(D) on or prior to the date of such liquidation, dissolution or winding up (including if a Conversion Event occurred as a result of such liquidation, dissolution or winding up)) shall be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares held by each such stockholder. The holders of shares of Class B Common Stock (other than to the extent such liquidation, dissolution or winding up constitutes a Conversion Event, in which case such Class B Common Stock shall automatically convert to Class A Common Stock in accordance with Section 4.3(D) and the holders of such resulting Class A Common Stock shall be treated as a holder of Class A Common Stock in accordance with this Section 4.3(C)) shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(D) Conversion of Class B Common Stock.

(1) Upon the occurrence of any Conversion Event applicable to any shares of Class B Common Stock that occurs during the Earn-out Period (as defined below), such shares of Class B Common Stock shall, automatically, without any further action on the part of the record holder thereof or any other person (including the Corporation), convert into and become an equal number of shares of Class A Common Stock, which conversion shall be effective on the Conversion Date with respect to such shares of Class B Common Stock, and the holder of such share of Class B Common Stock shall become a record holder of Class A Common Stock as of such Conversion Date (it being understood that with respect to a Change of Control Vesting Event (as defined below) occurring prior to the expiration of the Earn-Out Period, the holders of such shares of Class A Common Stock so converted as of immediately prior to the Change of Control Transaction (as defined below) shall be eligible to participate in such Change of Control Transaction as holders of Class A Common Stock). Each outstanding stock certificate or book-entry credit, as applicable, that, immediately prior to such Conversion Event, represented one or more shares of Class B Common Stock shall, upon such Conversion Event, be automatically deemed to represent as of the Conversion Date an equal number of shares of Class A Common Stock, without the need for any surrender, exchange or registration thereof or any consent or notification. The Corporation, or any transfer agent of the Corporation, shall, upon the request on or after the Conversion Date of any holder whose shares of Class B Common Stock have been converted into shares of Class A Common Stock as a result of a Conversion Event and upon surrender by such holder to the Corporation, or any transfer agent of the Corporation, of the outstanding certificate(s) formerly representing such holder's shares of Class B Common Stock (if any), issue and deliver to such holder certificate(s) representing the shares of Class A Common Stock into which such holder's shares of Class B Common Stock were converted as a result of such Conversion Event (if such shares are certificated) or, if such shares are uncertificated, register such shares in book-entry form, reflecting that such holder is a record holder of Class A Common Stock as of the Conversion Date in respect of the relevant shares of Class B Common Stock. On the day immediately following the day on which the Earn-Out Period expires, all shares of Class B Common Stock that have not converted to shares of Class A Common Stock pursuant to and in accordance with this Certificate of Incorporation shall, automatically, without any further action on the part of the record holder thereof, the Corporation or any other person, be forfeited, cancelled and transferred to the Corporation, without consideration. Upon the occurrence of a Conversion Event with respect to a share of Class B Common Stock, the Dividend Catch-Up Payment (as defined below) in respect of such share of Class B Common Stock shall become payable as of the Conversion Date with respect to such share of Class B Common Stock by the Corporation to the holder of record of such share of Class B Common Stock as of the day immediately prior to such Conversion Date, and shall be paid in accordance with this Section 4.3(D). The Corporation shall pay, no later than five (5) Business Days (as defined below) following the Conversion Date with respect to a share of Class B Common Stock for which a Conversion Event applicable to such shares has occurred, the dividends previously declared in respect of such share of Class B Common Stock beginning at the time of the Closing and ending on the day before the Conversion Date with respect to such Class B Common Stock ("Dividend Catch-Up Period"), but not including dividends declared on the Conversion Date (which amount, excluding any amounts declared on the Conversion Date, shall be, for the avoidance of doubt, the aggregate per share amount of dividends declared in respect of a share of Class A Common Stock during the Dividend Catch-Up Period (each such payment, a "Dividend Catch-Up Payment")). If any portion of a Dividend Catch-Up Payment was declared by the Corporation as an in-kind dividend (which for purposes of this Certificate of Incorporation, shall not include any transaction subject to Section 4.3(F) hereof), then such portion of the Dividend Catch-Up Payment shall also be paid as an in-kind dividend; *provided, however*, to the extent the Corporation received cash in lieu of the in-kind distributions in respect of shares of Class B Common Stock which were declared substantially concurrently with such in-kind dividend by the Corporation comprising a portion of the Dividend Catch-Up Payment, then such equivalent portion of the Dividend Catch-Up Payment shall be paid in cash in lieu of such in-kind dividend and such holder of Class B Common Stock shall be treated for all purposes as if it received the in-kind distribution of property, which is then immediately exchanged by such holder for cash of equivalent value. If a dividend is declared by the Corporation on any Conversion Date, such dividend shall be paid to the holder of each share of Class B Common Stock converting on such Conversion Date as a holder of Class A Common Stock, and not as part of the Dividend Catch-Up Payment, and the Corporation shall ensure that the holder of the applicable shares of Class B Common Stock on such Conversion Date shall be treated as a record holder of Class A Common Stock (in respect of each share of Class B Common Stock which converted into a share of Class A Common Stock in accordance with this Section 4.3(D) on such Conversion Date) for purposes of such dividend.

(2) Definitions. For purposes of this Section 4.3 references to:

(a) "B-1 Vesting Event" means, with respect to the Series B-1 Common Stock, the first date on which the VWAP of the Class A Common Stock is greater than or equal to the B-1 Vesting Price for a period of at least 20 days out of 30 consecutive Trading Days.

(b) "B-1 Vesting Price" means $12.50.

(c) "B-2 Vesting Event" means, with respect to the Series B-2 Common Stock, the first date on which the VWAP of the Class A Common Stock is greater than or equal to the B-2 Vesting Price for a period of at least 20 days out of 30 consecutive Trading Days.

(d) "B-2 Vesting Price" means $15.00.

(e) "Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the State of New York.

(f) "Change of Control Transaction" means any transaction or series of transactions the result of which is: (I) the acquisition by any Person or "group" (as defined in the Exchange Act (as defined below)) of Persons of direct or indirect beneficial ownership of securities representing 50% or more of the combined voting power of the then outstanding securities of the Corporation; (II) a merger, consolidation, reorganization or other business combination, however effected, resulting in any Person or "group" (as defined in the Exchange Act) acquiring at least 50% of the combined voting power of the then outstanding securities of the Corporation or the surviving Person outstanding immediately after such combination; or (III) a sale of all or substantially all of the assets of the Corporation and its subsidiaries, taken as a whole.

(g) "Change of Control Vesting Event" means, with respect to the Series B-1 Common Stock or Series B-2 Common Stock, a Change of Control Transaction resulting in the holders of Class A Common Stock receiving a per share price (based on the value of the cash, securities or in-kind consideration being delivered in respect of such Class A Common Stock and after giving effect to the conversion of such Class B Common Stock to Class A Common Stock contemplated by this Section 4.3(D) in connection with and as part of such Change of Control Transaction) equal to or in excess of the B-1 Vesting Price or the B-2 Vesting Price, as applicable.

(h) "Conversion Date" means: (I) with respect to the B-1 Vesting Event, the date on which the B-1 Vesting Event occurs, (II) with respect to the B-2 Vesting Event, the date on which the B-2 Vesting Event occurs and (III) with respect to the Change of Control Vesting Event, the date immediately prior to the consummation of such Change of Control Transaction.

(i) "Conversion Event" means a B-1 Vesting Event, B-2 Vesting Event or Change of Control Vesting Event, in each case, only to the extent such event occurs during the Earn-Out Period.

(j) "Earn-Out Period" means the period from the Closing Date through and including the date that is 10 years following the Closing Date (as defined in that certain Business Combination Agreement, dated as of December 9, 2021, by and among the Corporation (f/k/a Vector Holding, LLC), CCNB Neuberger Principal Holdings II, Vector Domestication Merger Sub, LLC, Vector Merger Sub 1, LLC, Vector Merger Sub 2, LLC, Griffey Global Holdings, Inc. and Griffey Investors, LP).

(k) "NYSE" means the New York Stock Exchange.

(l) "Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

(m) "Trading Day" means any day on which shares of Class A Common Stock are actually traded on the Trading Market.

(n) "Trading Market" means NYSE or such other nationally recognized stock market on which the shares of Class A Common Stock are trading at the time of determination.

(o) "VWAP" means, with respect any security, for each Trading Day, the daily volume weighted average price (based on such Trading Day) of such security on the Trading Market as reported by Bloomberg Financial L.P. using the AQR function.

(E) Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock an amount equal to the number of then-outstanding shares of Class B Common Stock, in each case, from time to time.

(F) Splits. If the Corporation at any time combines or subdivides (by any stock split, stock dividend, recapitalization, reorganization, merger, amendment of this Certificate of Incorporation, scheme, arrangement or otherwise (each, a "Split")) any class of Common Stock into a greater or lesser number of shares, the shares of each other class of Common Stock outstanding immediately prior to such subdivision shall be proportionately similarly combined or subdivided such that the ratio of shares of outstanding Class B Common Stock, to shares of outstanding Class A Common Stock immediately prior to such subdivision shall be maintained immediately after such combination or subdivision. Any adjustment described in this Section 4.3(F) shall become effective at the close of business on the date the combination or subdivision becomes effective. In the event any Split of shares of Class A Common Stock or Class B Common Stock occurs prior to any Conversion Date, the per share amount used to calculate the amount of the Dividend Catch-Up Payment owed in respect of such shares of Class B Common Stock with respect to any dividend declared prior to such Split shall be ratably adjusted in a manner consistent with such Split such that, in the aggregate, the holders of such shares of Class B Common Stock would not receive a greater or lesser Dividend Catch-Up Payment than such holders would have received absent such Split. In the event of any exchange, conversion or other similar transaction with respect to the shares of Class A Common Stock (whether by recapitalization, reorganization, merger or otherwise), any shares of Class B Common Stock which are outstanding shall remain outstanding and be converted into a right receive the property or security into which the Class A Common Stock converted or was exchanged subject to the occurrence of a Conversion Event with respect to any such shares of Class B Common Stock (which Conversion Event and related definitions shall be equitably adjusted taking into account such event with respect to the Class A Common Stock).

ARTICLE V

Section 5.1. By-Laws. In furtherance and not in limitation of the powers conferred by the DGCL, the Board is expressly authorized to make, amend, alter, change, add to or repeal the by-laws of the Corporation (as the same may be amended from time to time, the "By-Laws") without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation. Notwithstanding anything to the contrary contained in this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote of the stockholders, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any certificate of designations relating to any series of Preferred Stock), by the By-Laws or pursuant to applicable law, the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any provision of Article I, Article II or Article IV of the By-Laws of the Corporation, or to adopt any provision inconsistent therewith and, with respect to any other provision of the By-Laws of the Corporation, the affirmative vote of the holders of at least a majority of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any such provision of the By-Laws of the Corporation, or to adopt any provision inconsistent therewith.

ARTICLE VI

Section 6.1. Board of Directors.

(A) Powers. Except as otherwise provided in this Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. Subject to that certain stockholders agreement, dated December 9, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Stockholders Agreement"), by and among the Corporation, the Investor Stockholders (as defined therein), and the other parties thereto, the total number of directors constituting the whole Board shall be determined from time to time by resolution adopted by the Board. Subject to the Stockholders Agreement, the directors (other than those directors elected by the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, as the case may be) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders following the date on which this Certificate of Incorporation is filed (such date, the "Effective Date"), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders following the Effective Date and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders following the Effective Date. At each annual meeting following the Effective Date, successors to the class of directors whose term expires at that annual meeting shall be elected for a term expiring at the third succeeding annual meeting of stockholders. If the number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the number of directors remove, or shorten the term of, any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her earlier death, resignation, retirement, disqualification or removal from office. The Board is authorized to assign members of the Board already in office to their respective class in accordance with the Stockholders Agreement.

(B) Vacancy. Subject to the rights granted to the holders of any one or more series of Preferred Stock then outstanding and the rights granted pursuant to the Stockholders Agreement, any newly-created directorship on the Board that results from an increase in the number of directors and any vacancy occurring in the Board (whether by death, resignation, retirement, disqualification, removal or other cause) shall be filled by the affirmative vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by the stockholders). Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

(C) Resignation. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission permitted by the By-Laws. Subject to the terms of the Stockholders Agreement, any or all of the directors (other than the directors elected by the holders of any series of Preferred Stock of the Corporation, voting separately as a series or together with one or more other such series, as the case may be) may be removed only for cause and only upon the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Subject to the terms and conditions of the Stockholders Agreement, in case the Board or any one or more directors should be so removed, new directors may be elected pursuant to Section 6.1(B).

(D) Preferred Directors. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) applicable thereto. Notwithstanding Section 6.1(A), the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to Section 6.1(A) hereof, and the total number of directors constituting the whole Board shall be automatically adjusted accordingly.

(E) Written Ballot. Directors of the Corporation need not be elected by written ballot unless the By-Laws shall so provide.

ARTICLE VII

Section 7.1. Meetings of Stockholders. Any action required or permitted to be taken by the holders of stock of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders unless such action is recommended or approved by all directors of the Corporation then in office; *provided, however*, that any action required or permitted to be taken, to the extent expressly permitted by the certificate of designations relating to one or more series of Preferred Stock, by the holders of such series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant class or series having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board, the Chairman of the Board or the Chief Executive Officer of the Corporation or as otherwise provided in the By-Laws.

ARTICLE VIII

Section 8.1. Limited Liability of Directors. To the fullest extent permitted by law, no director of the Corporation will have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Neither the amendment nor the repeal of this ARTICLE VIII shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing prior to such amendment or repeal.

Section 8.2. Director and Officer Indemnification and Advancement of Expenses. The Corporation, to the fullest extent permitted by law, shall indemnify and advance expenses to any Person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or any predecessor of the Corporation, or, while serving as a director or officer of the Corporation, serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

Section 8.3. Employee and Agent Indemnification and Advancement of Expenses. The Corporation, to the fullest extent permitted by law, may indemnify and advance expenses to any Person made or threatened to be made a party to an action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she is or was an employee or agent of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as an employee or agent at the request of the Corporation or any predecessor to the Corporation.

ARTICLE IX

Section 9.1. DGCL Section 203 and Business Combinations.

(A) Section 203. The Corporation hereby expressly elects not to be governed by Section 203 of the DGCL.

(B) Interested Stockholder. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act of 1934, as amended (the "Exchange Act"), with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(1) prior to such time, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;

(2) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (a) persons who are directors and also officers and (b) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(3) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

(C) Definitions. For purposes of this ARTICLE IX, references to:

(1) "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "associate" when used to indicate a relationship with any person, means: (a) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (b) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(3) "business combination" when used in reference to the Corporation and any interested stockholder of the Corporation, means:

(a) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (i) with the interested stockholder, or (ii) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Section 9.1(B) of this ARTICLE IX is not applicable to the surviving entity;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(c) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (i) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (ii) pursuant to a merger under Section 251(g) of the DGCL; (iii) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (iv) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (v) any issuance or transfer of stock by the Corporation; *provided*, *however*, that in no case under items (iii) through (v) of this subsection (c) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

(d) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(e) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (a) through (d) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(4) "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing Section 9.1(B) of ARTICLE IX, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(5) "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (a) is the owner of 15% or more of the outstanding voting stock of the Corporation or (b) is an Affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the Affiliates and associates of such person; *provided*, *however*, that "interested stockholder" shall not include (i) any Stockholder Party, any Stockholder Party Direct Transferee, any Stockholder Party Indirect Transferee or any of their respective Affiliates or any "group," or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act if a majority of the aggregate shares of voting stock of the Corporation owned by such group immediately prior to the business combination or the transaction which resulted in the stockholder becoming an interested stockholder were owned (without giving effect to beneficial ownership attributed to such person pursuant to Section 13(d)(3) of the Exchange Act or Rule 13d-5 of the Exchange Act) by one or more Stockholder Parties, Stockholder Party Direct Transferees, or Stockholder Party Indirect Transferees, or (ii) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; *provided*, *further*, that in the case of clause (ii) such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(6) "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its Affiliates or associates:

(a) beneficially owns such stock, directly or indirectly;

(b) has (i) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; *provided*, *however*, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's Affiliates or associates until such tendered stock is accepted for purchase or exchange; or (ii) the right to vote such stock pursuant to any agreement, arrangement or understanding; *provided*, *however*, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or

(c) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (ii) of subsection (b) above), or disposing of such stock with any other person that beneficially owns, or whose Affiliates or associates beneficially own, directly or indirectly, such stock.

(7) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(8) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(9) "Stockholder Parties" means the Investor Stockholders (as defined in the Stockholders Agreement). The term "Stockholder Party" shall have a correlative meaning to "Stockholder Parties."

(10) "Stockholder Party Direct Transferee" means any Permitted Transferees (as defined in the Stockholders Agreement) of a Stockholder Party or any person that acquires (other than in a registered public offering) directly from any Stockholder Party or any of its successors or any "group," or any member of any such group, of which such persons are a party under Rule 13d-5 of the Exchange Act, beneficial ownership of 15% or more of the then outstanding voting stock of the Corporation.

(11) "Stockholder Party Indirect Transferee" means any person that acquires (other than in a registered public offering) directly from any Stockholder Party Direct Transferee or any other Stockholder Party Indirect Transferee, beneficial ownership of 15% or more of the then outstanding voting stock of the Corporation.

(12) "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of voting stock shall refer to such percentages of the votes of such voting stock.

ARTICLE X

Section 10.1. Competition and Corporate Opportunities.

(A) General. In recognition and anticipation that members of the Board who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates (as defined below) and Affiliated Entities (as defined below) may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this ARTICLE X are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Non-Employee Directors or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

(B) Business Opportunity. No Non-Employee Director or his or her Affiliates or Affiliated Entities (the Persons (as defined below) above being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") shall, to the fullest extent permitted by applicable law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates, has historically engaged, now engages or proposes to engage at any time or (2) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by applicable law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by applicable law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section 10.1(C) of this ARTICLE X. Subject to Section 10.1(C) of this ARTICLE X, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by applicable law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

(C) Corporate Business Opportunity. The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director if such opportunity is expressly offered or presented to, or acquired or developed by, such person solely in his or her capacity as a director or officer of the Corporation, and the provisions of Section 10.1(B) of this ARTICLE X shall not apply to any such corporate opportunity.

(D) Exceptions to Business Opportunity. In addition to and notwithstanding the foregoing provisions of this ARTICLE X, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (1) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (2) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation, (3) is one in which the Corporation has no interest or reasonable expectancy, or (4) is one presented to any Person for the benefit of a member of the Board or such member's Affiliate over which such member of the Board has no direct or indirect influence or control, including, but not limited to, a blind trust.

(E) Definitions. For purposes of this ARTICLE X, references to:

(1) "Affiliate" means (a) in respect of a member of the Board, any Person that, directly or indirectly, is controlled by such member of the Board (other than the Corporation and any entity that is controlled by the Corporation) and (b) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation;

(2) "Affiliated Entity" means (a) any Person of which a Non-Employee Director serves as an officer, director, employee, agent or other representative (other than the Corporation and any entity that is controlled by the Corporation), (b) any direct or indirect partner, stockholder, member, manager or other representative of such Person or (c) any person controlling, controlled by or under common control with any of the foregoing, including any investment fund or vehicle under common management; and

(3) "Person" means any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

(F) Notice and Consent. To the fullest extent permitted by applicable law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE X.

(G) Amendment. Any alteration, amendment, addition to or repeal of this ARTICLE X shall require the affirmative vote of at least 80% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Neither the alteration, amendment, addition to or repeal of this ARTICLE X, nor the adoption of any provision of this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this ARTICLE X, would accrue or arise, prior to such alteration, amendment, addition, repeal or adoption. This ARTICLE X shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Certificate of Incorporation, the By-Laws, the Stockholders Agreement, any indemnification agreement between such Person and the Corporation or any of its subsidiaries or applicable law.

ARTICLE XI

Section 11.1. Severability. If any provision of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby.

ARTICLE XII

Section 12.1. Forum.

(A) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for: (1) any derivative action or proceeding brought on behalf of the Corporation; (2) any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents, or a claim of aiding and abetting any such breach of fiduciary duty; (3) any action or proceeding against the Company or any current or former director, officer or other employee of the Company or any stockholder (a) arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the By-Laws (as each may be amended, restated, modified, supplemented or waived from time to time) or (b) as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; (4) any action or proceeding to interpret, apply, enforce or determine the validity of the Certificate of Incorporation or the By-Laws (including any right, obligation or remedy thereunder); (5) any action asserting a claim against the Corporation or any director, officer or other employee of the Corporation or any stockholder, governed by the internal affairs doctrine; and (6) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL.

(B) Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, against the Corporation or any director or officer of the Corporation.

(C) Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE XII.

ARTICLE XIII

Section 13.1. Amendments. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, in addition to any vote required by applicable law, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class: Article V; Article VI; Article VII; Article VIII; Article IX; Article XII; and this Article XIII. Further, any alteration, amendment, addition to or repeal of ARTICLE X shall require the affirmative vote of at least 80% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Except as expressly provided in the foregoing sentences and the remainder of this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock), this Certificate of Incorporation may be amended by the affirmative vote of the holders of at least a majority of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

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AMENDED AND RESTATED BY-LAWS
OF
GETTY IMAGES HOLDINGS, INC.

ARTICLE I
STOCKHOLDERS

Section 1. The annual meeting of the stockholders of Getty Images Holdings, Inc. (the "Corporation") for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting shall be held on such date, and at such time and place, if any, within or without the State of Delaware, or by means of remote communications pursuant to Article I, Section 12(C)(2), as may be designated from time to time by the Board of Directors of the Corporation (the "Board"). The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled.

Section 2. Except as otherwise required by the General Corporation Law of the State of Delaware (the "DGCL") or the certificate of incorporation of the Corporation (the "Certificate of Incorporation"), and subject to the rights of the holders of any class or series of Preferred Stock (as defined in the Certificate of Incorporation), special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board, the Chairman of the Board or the Chief Executive Officer of the Corporation. Special meetings may be held either at a place, within or without the State of Delaware, or by means of remote communications pursuant to Article I, Section 12(C)(2) as the Board may determine. The Board may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled.

Section 3. Except as otherwise provided by the DGCL, the Certificate of Incorporation or these By-Laws, notice of the date, time, place (if any), the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes of the meeting of stockholders shall be given not more than sixty (60), nor less than ten (10), days previous thereto (unless a different time is specified by applicable law), to each stockholder entitled to vote at the meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notices of meetings otherwise may be given effectively to stockholders, any such notice may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 4. The holders of a majority in voting power of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided herein, by applicable law or by the Certificate of Incorporation; *provided*, *however*, that if at any meeting of stockholders there shall be less than a quorum present, the chairman of the meeting or, by a majority in voting power thereof, the stockholders present (either in person or by proxy) may, to the extent permitted by law, adjourn the meeting from time to time without further notice other than announcement at the meeting of the date, time and place, if any, and the means of remote communication, if any, by which stockholders may be deemed present in person and vote at such adjourned meeting, until a quorum shall be present or represented. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter. At any adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the original meeting. Notice need not be given of any adjourned meeting if the time, date and place, if any, and the means of remote communication, if any, by which stockholders may be deemed present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided*, *however*, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date for notice of such adjourned meeting.

Section 5. The Chairman of the Board, or in the absence of the Chairman of the Board or at the Chairman of the Board's direction, the Chief Executive Officer, or in the Chief Executive Officer's absence or at the Chief Executive Officer's direction, any officer of the Corporation shall call all meetings of the stockholders to order and shall act as chairman of any such meetings. The Secretary of the Corporation or, in such officer's absence, an Assistant Secretary, shall act as secretary of the meeting. If neither the Secretary nor an Assistant Secretary is present, the chairman of the meeting shall appoint a secretary of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Unless otherwise determined by the Board prior to the meeting, the chairman of the meeting shall determine the order of business and shall have the authority in his or her discretion to regulate the conduct of any such meeting, including, without limitation, convening the meeting and adjourning the meeting (whether or not a quorum is present), announcing the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote, imposing restrictions on the persons (other than stockholders of record of the Corporation or their duly appointed proxies) who may attend any such meeting, establishing procedures for the transaction of business at the meeting (including the dismissal of business not properly presented), maintaining order at the meeting and safety of those present, restricting entry to the meeting after the time fixed for commencement thereof and limiting the circumstances in which any person may make a statement or ask questions at any meeting of stockholders. Unless and to the extent determined by the Board or the chairman over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 6. At all meetings of stockholders, any stockholder entitled to vote thereat shall be entitled to vote in person or by proxy, subject to applicable law. Without limiting the manner in which a stockholder may authorize another person or persons to act for the stockholder as proxy pursuant to the DGCL, the following shall constitute a valid means by which a stockholder may grant such authority: (A) a stockholder may execute a writing authorizing another person or persons to act for the stockholder as proxy, and execution of the writing may be accomplished by the stockholder or the stockholder's authorized officer, director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature; or (B) a stockholder may authorize another person or persons to act for the stockholder as proxy by transmitting or authorizing by means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such means of electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder. If it is determined that such electronic transmissions are valid, the inspector or inspectors of stockholder votes or, if there are no such inspectors, such other persons making that determination shall specify the information upon which they relied. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to the preceding paragraphs of this Section 6 (including any electronic transmission) may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. Proxies shall be filed with the secretary of the meeting prior to or at the commencement of the meeting to which they relate.

Section 7. When a quorum is present at any meeting, the vote of the holders of a majority of the votes cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Certificate of Incorporation, these By-Laws or the DGCL a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required and a quorum is present, the affirmative vote of a majority of the votes cast by shares of such class or series or classes or series shall be the act of such class or series or classes or series, unless the question is one upon which by express provision of the Certificate of Incorporation, these By-Laws or the DGCL a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. (A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change or conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 9. At any time when action by one or more classes or series of stockholders of the Corporation is permitted to be taken by written consent pursuant to the terms and limitations set forth in the Certificate of Incorporation, the provisions of this section shall apply. All consents properly delivered in accordance with the Certificate of Incorporation and the DGCL shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation as required by the DGCL, written consents signed by the holders of a sufficient number of shares to take such corporate action are so delivered to the Corporation in accordance with the applicable provisions of the DGCL. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided in the applicable provisions of the DGCL. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof. In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by the DGCL, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation’s registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by the DGCL, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

Section 10. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided*, *however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (A) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting; or (B) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 11. The Board, in advance of all meetings of the stockholders, shall appoint one or more inspectors of stockholder votes, who may be employees or agents of the Corporation or stockholders or their proxies, but who shall not be directors of the Corporation or candidates for election as directors. In the event that the Board fails to so appoint one or more inspectors of stockholder votes or, in the event that one or more inspectors of stockholder votes previously designated by the Board fails to appear or act at the meeting of stockholders, the chairman of the meeting may appoint one or more inspectors of stockholder votes to fill such vacancy or vacancies. Inspectors of stockholder votes appointed to act at any meeting of the stockholders, before entering upon the discharge of their duties, shall take and sign an oath to faithfully execute the duties of inspector of stockholder votes with strict impartiality and according to the best of their ability and the oath so taken shall be subscribed by them. The inspector or inspectors so appointed or designated shall (A) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (B) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (E) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law.

Section 12.

(A) (1) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in that certain stockholders agreement, dated as of December 9, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Stockholders Agreement"), by and among the Corporation, the Investor Stockholders (as defined therein) and any other parties party thereto, (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Article I, Section 3 of these By-Laws, (c) by or at the direction of the Board or any authorized committee thereof or (d) by any stockholder of the Corporation who is entitled to vote on such election or such other business at the meeting, who has complied with the notice procedures set forth in subparagraphs (2) and (3) of this Section 12(A) and who was a stockholder of record at the time such notice was delivered to the Secretary of the Corporation.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Article I, Section 12(A)(1)(d) of these By-laws, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation (even if such matter is already the subject of any notice to the stockholders or a public announcement from the Board), and, in the case of business other than nominations of persons for election to the Board, such other business must be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the first anniversary of the preceding year's annual meeting; *provided*, *however*, that in the event that the date of the annual meeting is scheduled for more than thirty (30) days before, or more than seventy (70) days following, such anniversary date, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not later than the tenth day following the day on which public announcement of the date of such meeting is first made. For purposes of the application of Rule 14a-4(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (or any successor provision), the date for notice specified in this Section 12(A)(2) shall be the earlier of the date calculated as hereinbefore provided or the date specified in paragraph (c)(1) of Rule 14a-4. For purposes of the first annual meeting of stockholders following the adoption of these By-Laws, the date of the preceding year's annual meeting shall be deemed to be July 19 of the preceding calendar year.

Such stockholder's notice shall set forth: (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these By-Laws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act), if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation which are owned directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether the stockholder or the beneficial owner, if any, will be or is part of a group which will (A) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination, (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "proponent persons"); and (e) a description of any agreement, arrangement or understanding (including without limitation any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board or other business proposed to be brought before a meeting (whether given pursuant to this Section 12(A)(2) or Section 12(B)) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting and as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, provided that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update or supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or any adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the date prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

The foregoing notice requirements of this Section 12(A)(2) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Exchange Act, and such stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. Nothing in this Section 12(A)(2) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(3) Notwithstanding anything in the second sentence of this Section 12(A)(2) to the contrary, in the event that the number of directors to be elected to the Board is increased, effective after the time period for which nominations would otherwise be due under this Section 12(A)(2), and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board made by the Corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 12 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which a public announcement of such increase is first made by the Corporation.

(B) Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting pursuant to Article I, Section 3 of these By-Laws. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or a committee thereof or (2) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote on such election at the meeting, who has complied with the notice procedures set forth in this Section 12 and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting if the stockholder's notice as required by this Section 12(A)(2) is delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting.

(C) (1) Only persons who are nominated in accordance with the procedures set forth in this Section 12 shall be eligible to be elected to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 12. Except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in this Section 12 and, if any proposed nomination or business is not in compliance with this Section 12, to declare that such defective nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 12, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 12, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) If authorized by the Board in its sole discretion, and subject to such rules, regulations and procedures as the Board may adopt, stockholders of the Corporation and proxyholders not physically present at a meeting of stockholders of the Corporation may, by means of remote communication participate in a meeting of stockholders of the Corporation and be deemed present in person and vote at a meeting of stockholders of the Corporation whether such meeting is to be held at a designated place or solely by means of remote communication; *provided*, *however*, that (a) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder of the Corporation or proxyholder, (b) the Corporation shall implement reasonable measures to provide such stockholders of the Corporation and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders of the Corporation, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings and (c) if any stockholder of the Corporation or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

(3) For purposes of this Section 12, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service, in a document publicly filed or furnished by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act or otherwise disseminated in a manner constituting "public disclosure" under Regulation FD promulgated by the Securities and Exchange Commission.

(4) No adjournment or postponement or notice of adjournment or postponement of any meeting shall be deemed to constitute a new notice (or extend any notice time period) of such meeting for purposes of this Section 12, and in order for any notification required to be delivered by a stockholder pursuant to this Section 12 to be timely, such notification must be delivered within the periods set forth above with respect to the originally scheduled meeting.

(5) Notwithstanding the foregoing provisions of this Section 12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 12; *provided, however*, that, to the fullest extent permitted by law, any references in these By-Laws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 12 (including Section 12(A)(1)(d) and Section 12(B)), and compliance with Section 12(A)(1)(d) and Section 12(B) shall be the exclusive means for a stockholder to make nominations or submit other business. Nothing in this Section 12 shall apply to the right, if any, of the holders of any series of Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

Notwithstanding anything to the contrary contained herein, for as long as the Stockholders Agreement remains in effect with respect to the Stockholder Parties (as defined in the Certificate of Incorporation), the Stockholder Parties (to the extent then subject to the Stockholders Agreement) shall not be subject to the notice procedures set forth in Section 12(A)(2), Section 12(A)(3) or Section 12(B) with respect to any annual or special meeting of stockholders to the extent necessary to effect the transactions and rights set forth in the Stockholders Agreement.

ARTICLE II
BOARD OF DIRECTORS

Section 1. The Board shall consist, subject to the Certificate of Incorporation and the Stockholders Agreement, of such number of directors as shall from time to time be fixed exclusively by resolution adopted by the Board. Directors shall (except as hereinafter provided for the filling of vacancies and newly created directorships and except as otherwise expressly provided in the Certificate of Incorporation) be elected by the holders of a plurality of the votes cast by the holders of shares present in person or represented by proxy at the meeting and entitled to vote on the election of such directors in accordance with the terms of the Certificate of Incorporation and the Stockholders Agreement, as applicable. A majority of the total number of directors then in office shall constitute a quorum for the transaction of business. Except as otherwise provided by law, these By-Laws or by the Certificate of Incorporation, the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. Directors need not be stockholders.

Section 2. Subject to the Certificate of Incorporation and the Stockholders Agreement, unless otherwise required by the DGCL or Article II, Section 4 of these By-Laws, any newly created directorship on the Board that results from an increase in the number of directors and any vacancy occurring in the Board (whether by death, resignation, removal, retirement, disqualification or otherwise) shall be filled only by a majority of the directors then in office, although less than a quorum, by any authorized committee of the Board or by a sole remaining director.

Section 3. Meetings of the Board shall be held at such place, if any, within or without the State of Delaware as may from time to time be fixed by resolution of the Board or as may be specified in the notice of any meeting. Regular meetings of the Board shall be held at such times as may from time to time be fixed by resolution of the Board and special meetings may be held at any time upon the call of the Chairman of the Board, the Chief Executive Officer, or by a majority of the total number of directors then in office, by written notice, including facsimile, e-mail or other means of electronic transmission, duly served on or sent and delivered to each director in accordance with Article X, Section 2. Notice of each special meeting of the Board shall be given, as provided in Article X, Section 2, to each director: (A) at least twenty-four (24) hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of electronic transmission and delivery; (B) at least two (2) days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (C) at least five (5) days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. The notice of any meeting need not specify the purposes thereof. A meeting of the Board may be held without notice immediately after the annual meeting of stockholders at the same place, if any, at which such meeting is held. Notice need not be given of regular meetings of the Board held at times fixed by resolution of the Board. Notice of any meeting need not be given to any director who shall attend such meeting (except when the director attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened), or who shall waive notice thereof, before or after such meeting, in writing (including by electronic transmission).

Section 4. Notwithstanding the foregoing, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal, and other features of such directorships shall be governed by the terms of the Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) applicable thereto. The number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the total number of directors fixed by the Board pursuant to the Certificate of Incorporation and these By-Laws. Except as otherwise expressly provided in the terms of such series, the number of directors that may be so elected by the holders of any such series of stock shall be elected for terms expiring at the next annual meeting of stockholders, and vacancies among directors so elected by the separate vote of the holders of any such series of Preferred Stock shall be filled by the affirmative vote of a majority of the remaining directors elected by such series, or, if there are no such remaining directors, by the holders of such series in the same manner in which such series initially elected a director.

Section 5. The Board may from time to time establish one or more committees of the Board to serve at the pleasure of the Board, which shall be comprised of such members of the Board and have such duties as the Board shall from time to time determine. Any director may belong to any number of committees of the Board. Subject to the Certificate of Incorporation, the Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Unless otherwise provided in the Certificate of Incorporation, these By-Laws or the resolution of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and may delegate to a subcommittee any or all of the powers and authority of the committee.

Section 6. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing (including by electronic transmission), and the writing or writings (including any electronic transmission or transmissions) are filed with the minutes of proceedings of the Board.

Section 7. The members of the Board or any committee thereof may participate in a meeting of such Board or committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this subsection shall constitute presence in person at such a meeting.

Section 8. The Board may establish policies for the compensation of directors and for the reimbursement of the expenses of directors, in each case, in connection with services provided by directors to the Corporation.

ARTICLE III
OFFICERS

Section 1. The Board shall elect officers of the Corporation, including a Chief Executive Officer, a President and a Secretary. The Board may also from time to time elect such other officers as it may deem proper or may delegate to any elected officer of the Corporation the power to appoint and remove any such other officers and to prescribe their respective terms of office, authorities and duties. Any Vice President may be designated Executive, Senior or Corporate, or may be given such other designation or combination of designations as the Board or the Chief Executive Officer may determine. Any two or more offices may be held by the same person. The Board may also elect or appoint a Chairman of the Board, who may or may not also be an officer of the Corporation. The Board may elect or appoint co-Chairmen of the Board, co-Presidents or co-Chief Executive Officers and, in such case, references in these By-Laws to the Chairman of the Board, the President or the Chief Executive Officer shall refer to either such co-Chairman of the Board, co-President or co-Chief Executive Officer, as the case may be.

Section 2. All officers of the Corporation elected by the Board shall hold office for such terms as may be determined by the Board or, except with respect to his or her own office, the Chief Executive Officer, or until their respective successors are chosen and qualified or until his or her earlier resignation or removal. Any officer may be removed from office at any time either with or without cause by the Board, or, in the case of appointed officers, by the Chief Executive Officer or any elected officer upon whom such power of removal shall have been conferred by the Board.

Section 3. Each of the officers of the Corporation elected by the Board or appointed by an officer in accordance with these By-Laws shall have the powers and duties prescribed by law, by these By-Laws or by the Board and, in the case of appointed officers, the powers and duties prescribed by the appointing officer, and, unless otherwise prescribed by these By-Laws or by the Board or such appointing officer, shall have such further powers and duties as ordinarily pertain to that office.

Section 4. Unless otherwise provided in these By-Laws, in the absence or disability of any officer of the Corporation, the Board or the Chief Executive Officer may, during such period, delegate such officer's powers and duties to any other officer or to any director and the person to whom such powers and duties are delegated shall, for the time being, hold such office.

ARTICLE IV
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 1. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative or any other type whatsoever (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; except as provided in Section 3 of this Article IV with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

Section 2. In addition to the right to indemnification conferred in Section 1 of this Article IV, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article IV (which shall be governed by Section 3 of this Article IV) (hereinafter an "advancement of expenses"); *provided, however*, that, if (A) the DGCL requires or (B) in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined after final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to indemnification under this Article IV or otherwise.

Section 3. If a claim under Section 1 or 2 of this Article IV is not paid in full by the Corporation within (A) sixty (60) days after a written claim for indemnification has been received by the Corporation or (B) twenty (20) days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if the indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (1) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense of the Corporation that, and (2) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article IV or otherwise shall be on the Corporation.

Section 4.

(A) The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article IV, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article IV, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee’s capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(B) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director and/or officer of the Corporation or as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article IV, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any right of subrogation against or contribution by the indemnitee-related entities and no right of advancement, indemnification or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation under this Article IV. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 4(B) of Article IV, entitled to enforce this Section 4(B) of Article IV.

For purposes of this Section 4(B) of Article IV, the following terms shall have the following meanings:

(1) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

(2) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the indemnitee-related entities and the Corporation pursuant to applicable law, any agreement, certificate of incorporation, by-laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

Section 5. The rights conferred upon indemnitees in this Article IV shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article IV that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 6. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article IV with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE V
CORPORATE BOOKS

The books of the Corporation may be kept inside or outside of the State of Delaware at such place or places as the Board may from time to time determine.

ARTICLE VI
CHECKS, NOTES, PROXIES, ETC.

All checks and drafts on the Corporation's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers or agent or agents as shall be authorized from time to time by the Board or such officer or officers who may be delegated such authority. Proxies to vote and consents with respect to securities of other corporations or other entities owned by or standing in the name of the Corporation may be executed and delivered from time to time on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, or by such officers as the Chairman of the Board, Chief Executive Officer or the Board may from time to time determine.

ARTICLE VII
SHARES AND OTHER SECURITIES OF THE CORPORATION

Section 1. The shares of the Corporation may be certificated or uncertificated, subject to the sole discretion of the Board and the requirements of the DGCL.

Section 2. Each certificate representing capital stock of the Corporation shall be signed by or in the name of the Corporation by any two authorized officers of the Corporation, which authorized officers shall include, without limitation, the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Secretary or any Assistant Secretary of the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

Section 3.

(A) If an owner of a certificate representing shares claims that such certificate has been lost, destroyed or wrongfully taken, the Corporation shall issue a new certificate representing such shares or such shares in uncertificated form if the owner: (1) requests such a new certificate before the Corporation has notice that the certificate representing such shares has been acquired by a protected purchaser; (2) if requested by the Corporation, delivers to the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, wrongful taking or destruction of such certificate or the issuance of such new certificate or uncertificated shares; and (3) satisfies other reasonable requirements imposed by the Corporation.

(B) If a certificate representing shares has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after the owner has notice of such loss, apparent destruction or wrongful taking and the Corporation registers a transfer of such shares before receiving notification, the owner shall, to the fullest extent permitted by law, be precluded from asserting against the Corporation any claim for registering such transfer or a claim to a new certificate representing such shares or such shares in uncertificated form.

Section 4.

(A) Transfers of record of shares of stock of the Corporation shall be made only upon the books administered by or on behalf of the Corporation and only upon proper transfer instructions, including by Electronic Transmission, pursuant to the direction of the registered holder thereof, such person’s attorney lawfully constituted in writing, or from an individual presenting proper evidence of succession, assignment or authority to transfer the shares of stock; or, in the case of stock represented by certificate(s) upon delivery of a properly endorsed certificate(s) for a like number of shares or accompanied by a duly executed stock transfer power.

(B) The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 5. Before due presentment for registration of transfer of a certificate representing shares of the Corporation or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the registered owner as the person exclusively entitled to inspect for any proper purpose the stock ledger and the other books and records of the Corporation, vote such shares, receive dividends or notifications with respect to such shares and otherwise exercise all the rights and powers of the owner of such shares, except that a person who is the beneficial owner of such shares (if held in a voting trust or by a nominee on behalf of such person) may, upon providing documentary evidence of beneficial ownership of such shares and satisfying such other conditions as are provided under applicable law, may also so inspect the books and records of the Corporation.

Section 6. The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of stock or certificates representing shares; *provided* that the Board may not extend the Lockup Period (as defined below). The Board may appoint one or more transfer agents or registrars and may require for the validity thereof that certificates representing shares bear the signature of any transfer agent or registrar so appointed.

Section 7.

(A) Subject to Article VII, Section 7(B), the holders (the "Lockup Holders") of shares of Class A common stock, par value $0.0001 per share ("Class A Common Stock"), of the Corporation issued (1) as merger consideration under that certain Business Combination Agreement, dated as of December 9, 2021, by and among the Corporation (formerly Vector Holding, LLC), CC Neuberger Principal Holdings II, Vector Domestication Merger Sub, LLC, Vector Merger Sub 1, LLC, Vector Merger Sub 2, LLC and Griffey Global Holdings, Inc. and, for limited purposes set forth therein, Griffey Investors, LP (the "Business Combination Agreement"), including any shares of Class A Common Stock issued upon the occurrence of the applicable Triggering Event or Acceleration Event (each as defined in the Business Combination Agreement) or (2) to directors, officers and employees of the Corporation and other individuals upon the settlement or exercise of New CCNB Options (as defined in the Business Combination Agreement) issued as merger consideration under the Business Combination Agreement (such shares referred to in this Section 7(A)(2), the "Legacy Equity Award Shares"), may not Transfer (as defined below) any Lockup Shares (as defined below) until the end of the Lockup Period (as defined below) (the "Lockup"). Notwithstanding anything to the contrary set forth in these By-Laws, the provisions set forth in the Stockholders Agreement shall govern with respect to the equityholders of the Corporation who are parties thereto.

(B) The restrictions set forth in Article VII, Section 7(A) shall not apply to:

(1) in the case of an entity, Transfers to a stockholder, partner, member or affiliate of such entity;

(2) in the case of an individual, Transfers by gift to members of the individual's immediate family (as defined below) or to a trust, the beneficiary of which is a member of one of the individual's immediate family, an affiliate of such person or to a charitable organization;

(3) in the case of an individual, Transfers by virtue of laws of descent and distribution upon death of the individual;

(4) in the case of an individual, Transfers pursuant to a qualified domestic relations order or in connection with a divorce settlement;

(5) in the case of an entity, Transfers by virtue of the laws of the state of the entity's organization and the entity's organizational documents upon dissolution of the entity;

(6) the exercise of any options, warrants or other convertible securities to purchase shares of Class A Common Stock (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis); *provided*, that any shares of Class A Common Stock issued upon such exercise shall be subject to the Lockup;

(7) Transfers to the Corporation to satisfy tax withholding obligations pursuant to the Corporation's equity incentive plans or arrangements;

(8) Transfers to the Corporation pursuant to any contractual arrangement in effect on the Closing Date (as defined in the Business Combination Agreement) that provides for the repurchase by the Corporation or forfeiture of a Lockup Holder's shares of Class A Common Stock or options to purchase shares of Class A Common Stock in connection with the termination of such Lockup Holder's service to the Corporation;

(9) Transfers of shares of Class A Common Stock acquired in open market transactions following the Closing Date;

(10) the entry, by a Lockup Holder, at any time after the Closing Date, of any trading plan providing for the sale of shares Common Stock by such Lockup Holder, which trading plan meets the requirements of Rule 10b5-1(c) under the Exchange Act; *provided*, *however*, that such plan does not provide for, or permit, the sale of any shares of Class A Common Stock during the Lockup and no public announcement or filing is voluntarily made or required regarding such plan during the Lockup;

(11) transactions in the event of completion of a liquidation, merger, stock exchange or other similar transaction which results in all of the Corporation's security holders having the right to exchange their shares of Common Stock for cash, securities or other property;

(12) in connection with any bona fide mortgage, pledge or encumbrance to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof;

(13) open market sales solely to cover tax obligations, if any, in respect of the receipt of any Legacy Equity Award Shares; or

(14) to (I) any Getty Family Stockholder (as defined in the Stockholders Agreement), any Koch Stockholder (as defined in the Stockholders Agreement), any Sponsor Stockholder (as defined in the Stockholders Agreement) and any Lockup Holder that is also a party to the Stockholders Agreement or (II) any Permitted Transferees (as defined in the Stockholders Agreement) of any such Lockup Holders and any other person that is the recipient of a Permitted Transfer (as defined in the Stockholders Agreement) made by such Lockup Holder.

(C) Waiver. Notwithstanding the other provisions set forth in this Section 7, the Board may, in its sole discretion, determine to waive, amend, or repeal the Lockup obligations set forth herein; *provided* that any waiver, amendment or repeal of the Lockup obligations hereunder or similar obligations under the Stockholders Agreement shall apply *pro rata* among the Lock up Holders.

(D) Definitions. For purposes of this Section 7:

(1) the term "Lockup Period" means the period beginning on the Closing Date and ending on the date that is one hundred eighty (180) days after the Closing Date;

(2) the term "Lockup Shares" means: (a) the shares of Class A Common Stock that the Lockup Holders hold or have a right to receive at the Closing Date (when received) as a result of the transactions contemplated by the Business Combination Agreement and (b) any options or warrants to purchase any shares of Class A Common Stock, or any securities or agreements convertible into, exchangeable for or that represent the right to receive shares of Class A Common Stock, or any interest in any of the foregoing, beneficially owned by the Lock-Up Holders as of the Closing Date (including, for the avoidance of doubt New CCNB Options issued as merger consideration under the Business Combination Agreement) and (c) any shares of Class A Common Stock issued upon the occurrence of the applicable Triggering Event or Acceleration Event (each as defined in the Business Combination Agreement) and the Legacy Equity Award Shares; provided, however, that any shares of Class A Common Stock acquired in the public market or pursuant to a transaction exempt from registration under the Securities Act of 1933, as amended, pursuant to a subscription agreement where the issuance of shares of Class A Common Stock occurs prior to or in connection with the Closing shall not be "Lock-Up Shares" for purposes of these By-Laws. During the Lock-Up Period, any purported Transfer of Lock-Up Shares other than in accordance with these By-Laws shall be null and void, and the Company shall refuse to recognize any such Transfer for any purpose.

(3) the term "Transfer" means the (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or the establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clauses "(i)" or "(ii)".

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall end on the Sunday of each calendar year that is closest to December 31, unless otherwise determined by resolution of the Board.

ARTICLE IX
CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Corporation. In lieu of the corporate seal, when so authorized by the Board or a duly empowered committee thereof, a facsimile thereof may be impressed or affixed or reproduced.

ARTICLE X
GENERAL PROVISIONS

Section 1. Whenever notice is required to be given by law or under any provision of the Certificate of Incorporation or these By-Laws, notice of any meeting need not be given to any person who shall attend such meeting (except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened), or who shall waive notice thereof, before or after such meeting, in writing (including by electronic transmission).

Section 2. Except as otherwise set forth in any applicable law or any provision of the Certificate of Incorporation or these By-Laws, notice of any meeting shall be given by the following means:

(A) Whenever under applicable law, the Certificate of Incorporation or these By-Laws notice is required to be given to any director, such notice shall be given either (1) in writing and sent by mail, or by a nationally recognized delivery service, (2) by means of facsimile telecommunication or other form of electronic transmission, or (3) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (a) if given by hand delivery, orally, or by telephone, when actually received by the director; (b) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation; (c) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation; (d) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation; (e) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation; or (f) if sent by any other form of electronic transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(B) "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

(C) Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these By-Laws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within sixty (60) days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(D) Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these By-Laws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful. Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these By-Laws, to any stockholder to whom (a) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings or of the taking of action by written consent of stockholders without a meeting to such stockholder during the period between such two consecutive annual meetings, or (b) all, and at least two payments (if sent by first-class mail) of dividends or interest on securities during a twelve (12) month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then current address, the requirement that notice be given to such stockholder shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL. The exception in subsection (a) of the first sentence of this paragraph to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.

Section 3. Section headings in these By-Laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 4. In the event that any provision of these By-Laws is or becomes inconsistent with any provision of the Certificate of Incorporation or the DGCL, the provision of these By-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE XI
AMENDMENTS

These By-Laws may be made, amended, altered, changed, added to or repealed as set forth in the Certificate of Incorporation.

Exhibit 4.4

WARRANT ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This WARRANT ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement") is made as of July 22, 2022, by and among CC Neuberger Principal Holdings II, a Cayman Islands exempted company ("CCNB"), Vector Holding, LLC, a Delaware limited liability company, to be converted into a Delaware corporation pursuant to the Statutory Conversation ("New CCNB"), Continental Stock Transfer & Trust, a New York limited purpose trust company (the "Predecessor Warrant Agent"), and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company (the "Successor Warrant Agent"). Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to such terms in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, CCNB and the Predecessor Warrant Agent are parties to that certain Warrant Agreement, dated as of August 4, 2020, filed with the United States Securities and Exchange Commission on August 4, 2020 (including all Exhibits thereto, the "Existing Warrant Agreement");

WHEREAS, CCNB has issued and sold (a) 18,560,000 warrants to CCNB Principal Holdings II Sponsor LLC, a Delaware limited liability company (the "Private Placement Warrants") to purchase CCNB Class A Ordinary Shares, with each Private Placement Warrant being exercisable for one CCNB Class A Ordinary Share and with an exercise price of $11.50 per share, and (b) 20,700,000 warrants as part of the units sold to public investors in a public offering (the "Public Warrants" and together with the Private Placement Warrants the "Warrants") to purchase CCNB Class A Ordinary Shares, with each whole Public Warrant being exercisable for one CCNB Class A Ordinary Share and with an exercise price of $11.50 per share;

WHEREAS, all of the Warrants are governed by the Existing Warrant Agreement;

WHEREAS, CCNB, New CCNB, Vector Domestication Merger Sub, LLC, a Delaware limited liability company ("Domestication Merger Sub"), Vector Merger Sub 1, LLC, a Delaware limited liability company ("G Merger Sub 1"), Vector Merger Sub 2, LLC, a Delaware limited liability company ("G Merger Sub 2"), Griffey Global Holdings, Inc., a Delaware Corporation and, for limited purposes set forth therein, Griffey Investors, LP, a Delaware limited liability company, entered into that certain Business Combination Agreement, dated as of December 9, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Business Combination Agreement");

WHEREAS, on the Business Day prior to the Closing, New CCNB will convert (the "Statutory Conversion") into a Delaware corporation in accordance with Section 265 of the Delaware General Corporation Law, as amended, and Section 18-216 of the Limited Liability Company Act of the State of Delaware, as amended (the "DLLCA");

WHEREAS, effective as of 12:01 a.m. Eastern Time on the Closing Date and prior to the Closing, (a) CCNB will merge with and into Domestication Merger Sub in accordance with Section 18-209 of the DLLCA and de-register as a Cayman Islands exempted company in accordance with Section 206 of the Cayman Islands Companies Act (As Revised), with Domestication Merger Sub as the surviving entity of the Domestication Merger and a wholly-owned subsidiary of New CCNB (the "Domestication Merger"), (b) pursuant to the Domestication Merger, (i) each CCNB Class A Ordinary Share outstanding immediately prior to the Domestication Merger shall no longer be outstanding and shall automatically be converted into the right of the holder thereof to receive one (1) New CCNB Pre-Closing Class A Common Share, (ii) each CCNB Class B Ordinary Share outstanding immediately prior to the Domestication Merger shall no longer be outstanding and shall automatically be converted into the right of the holder thereof to receive one (1) New CCNB Pre-Closing Class B Common Share, and (iii) each CCNB Warrant outstanding immediately prior to the Domestication Merger shall automatically cease to represent a right to acquire CCNB Class A Ordinary Shares and shall instead represent a right to acquire New CCNB Pre-Closing Class A Common Shares on the same contractual terms and conditions as were in effect immediately prior to the Domestication Merger in accordance with and subject to the terms of this Agreement, and (c) pursuant to the Domestication Merger, CCNB will file the requisite documents in order to receive a certificate of de-registration (by way of merger) from the Registrar of Companies of the Cayman Islands;

WHEREAS, following the Domestication Merger, but prior to the consummation of the PIPE Investment, the Permitted Equity Financing (if applicable) and the consummation of the transactions contemplated by the Forward Purchase Agreement and the Backstop Agreement (if applicable), at the Closing, New CCNB will amend and restate the New CCNB Pre-Closing Certificate of Incorporation in the form of the New CCNB Certificate of Incorporation to provide for, among other things, the New CCNB Class A Common Shares and the New CCNB Class B Common Shares and, following and contingent upon the filing of the New CCNB Certification of Incorporation, (a) the New CCNB Pre-Closing Class A Common Shares shall thereafter be New CCNB Class A Common Shares and (b) (i) a number of New CCNB Pre-Closing Class B Common Shares equal to the number of Sponsor Earn-Out Shares shall thereafter be New CCNB Class B Common Shares and (ii) the remaining New CCNB Pre-Closing Class B Common Shares shall automatically be converted to New CCNB Class A Common Shares in accordance with the Sponsor Side Letter;

WHEREAS, as contemplated by Section 4.4 of the Existing Warrant Agreement, the Warrants are no longer exercisable for CCNB Class A Ordinary Shares but instead are exercisable (subject to the terms and conditions of the Existing Warrant Agreement as amended hereby) for New CCNB Class A Common Shares;

WHEREAS, the CCNB Board has determined that the consummation of the transactions contemplated by the Business Combination Agreement constitutes a "Business Combination" (as such term is defined in Section 3.2 of the Existing Warrant Agreement);

WHEREAS, New CCNB has obtained all necessary corporate approvals to enter into this Agreement and to consummate the transactions contemplated hereby (including the assignment and assumption of the Existing Warrant Agreement and the related issuance of each Warrant, and exchange thereof for a warrant to subscribe for New CCNB Class A Common Shares on the conditions set out herein, and the exclusion of any pre-emptive rights in that respect) and by the Existing Warrant Agreement;

WHEREAS, CCNB desires to assign all of its right, title and interest in the Existing Warrant Agreement to New CCNB and New CCNB wishes to accept such assignment

WHEREAS, CCNB, New CCNB and the Predecessor Warrant Agent desire to amend the Existing Warrant Agreement to appoint the Successor Warrant Agent as the Warrant Agent under the Existing Warrant Agreement and the Successor Warrant Agent wishes to accept such appointment; and

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that CCNB and the Warrant Agent may amend the Existing Warrant Agreement without the consent of any Registered Holder (as such term is defined in the Existing Warrant Agreement) for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained therein or adding or changing any other provisions with respect to matters or questions arising under the Existing Warrant Agreement as CCNB and the Warrant Agent may deem necessary or desirable and that CCNB and the Warrant Agent deem shall not adversely affect the interest of the Registered Holders (as such term is defined in the Existing Warrant Agreement) of the Warrants.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE I
ASSIGNMENT AND ASSUMPTION; CONSENT

Section 1.1 Assignment and Assumption. CCNB hereby assigns to New CCNB all of CCNB's right, title and interest in and to the Existing Warrant Agreement (as amended hereby) and New CCNB hereby assumes, and agrees to pay, perform, satisfy and discharge in full, as the same become due, all of CCNB's liabilities and obligations under the Existing Warrant Agreement (as amended hereby) arising from and after the execution of this Agreement, in each case, effective immediately following the completion of the Domestication Merger and conditioned on the occurrence of the Closing. As a result of the preceding sentence, effective immediately following the completion of the Domestication Merger, each Warrant shall automatically cease to represent a right to acquire CCNB Class A Ordinary Shares and shall instead represent a right to acquire New CCNB Pre-Closing Class A Common Shares, and, following and contingent upon the filing of the New CCNB Certificate of Incorporation, New CCNB Class A Common Shares pursuant to the terms and conditions of the Existing Warrant Agreement (as amended hereby). New CCNB consents to payment of the Warrant Price (as defined in the Existing Warrant Agreement) upon an exercise of such warrants for New CCNB Class A Common Shares in accordance with the terms of the Existing Warrant Agreement.

Section 1.2 Consent. The Warrant Agent hereby consents to the assignment of the Existing Warrant Agreement by CCNB to New CCNB pursuant to Section 1.1 hereof effective immediately following the completion of the Domestication Merger and conditioned on the occurrence of the Closing, and the assumption of the Existing Warrant Agreement by New CCNB from CCNB pursuant to Section 1.1 hereof effective immediately the completion of the Domestication Merger and conditioned on the occurrence of the Closing, and to the continuation of the Existing Warrant Agreement in full force and effect from and after the Domestication Merger, subject at all times to the Existing Warrant Agreement (as amended hereby) and to all of the provisions, covenants, agreements, terms and conditions of the Existing Warrant Agreement and this Agreement.

ARTICLE II
AMENDMENT OF EXISTING WARRANT AGREEMENT

CCNB and the Warrant Agent hereby amend the Existing Warrant Agreement as provided in this Article II, effective immediately upon the completion of the Domestication Merger and conditioned on the occurrence of the Closing, and acknowledge and agree that the amendments to the Existing Warrant Agreement set forth in this Article II are necessary or desirable and that such amendments do not adversely affect the interests of the Registered Holders (as such term is defined in the Existing Warrant Agreement).

Section 2.1 Preamble. All references to "CC Neuberger Principal Holdings II, a Cayman Islands exempted company" in the Existing Warrant Agreement shall refer instead to "Getty Images Holdings, Inc., a Delaware Corporation". As a result thereof, all references to the "Company" in the Existing Warrant Agreement shall be references to Getty Images Holdings, Inc. rather than to CC Neuberger Principal Holdings II.

Section 2.2 Reference to New CCNB Class A Common Shares. All references to "Class A ordinary shares" and "$0.0001 par value" in the Existing Warrant Agreement shall refer instead to "Class A common shares" and "with a par value of $0.0001 per share", respectively. As a result thereof, all references to "Ordinary Shares" in the Existing Warrant Agreement shall be references to New CCNB Class A Common Shares rather than to CCNB Class A Ordinary Shares.

Section 2.3 Notice. The address for notices to CCNB set forth in Section 9.2 of the Existing Warrant Agreement is hereby amended and restated in its entirety as follows:

Getty Images Holdings, Inc.
605 5th Ave S. Suite 400
Seattle, WA 98104
Attention: Craig Peters
E-mail: craig.peters@gettyimages.com

Section 2.4 Detachability of Warrants. Section 2.4 of the Existing Warrant Agreement is hereby deleted and replaced with the following:

"[INTENTIONALLY OMITTED]"

Section 2.5 Transfer of Warrants Section 5.6 of the Existing Warrant Agreement is hereby deleted and replaced with the following:

"[INTENTIONALLY OMITTED]"

Section 2.6 Warrant Agent. All references to "Warrant Agent" and "Transfer Agent" in the Existing Warrant Agreement shall refer to the Successor Warrant Agent hereunder.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.1 Effectiveness of Agreement. Each of the parties hereto acknowledges and agrees that the effectiveness of this Agreement shall be contingent upon the occurrence of the Domestication Merger and the Closing.

Section 3.2 Examination of the Existing Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the United States of America, for inspection by the Registered Holder (as such term is defined in the Existing Warrant Agreement) of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

Section 3.3 Governing Law. This Agreement, the entire relationship of the parties hereto, and any dispute between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

Section 3.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto and the Registered Holders any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders.

Section 3.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

Section 3.6 Entire Agreement. Except to the extent specifically amended or superseded by the terms of this Agreement, all of the provisions of the Existing Warrant Agreement shall remain in full force and effect, as assigned and assumed by the parties hereto, to the extent in effect on the date hereof, and shall apply to this Agreement, *mutatis mutandis*. This Agreement and the Existing Warrant Agreement, as assigned and modified by this Agreement, constitutes the complete agreement between the parties and supersedes any prior written or oral agreements, writings, communications or understandings with respect to the subject matter hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, New CCNB, CCNB, and the Predecessor Warrant Agent and the Successor Warrant Agent have duly executed this Agreement, all as of the date first written above.

CC NEUBERGER PRINCIPAL HOLDINGS II

By: /s/Douglas Newton
Name: Douglas Newton
Title: Executive Vice President, Corporate Development

VECTOR HOLDING, LLC

By: /s/Douglas Newton
Name: Douglas Newton
Title: President

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/Steven Vacante
Name: Steven Vacante
Title: Vice President

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: /s/Margot Jordan
Name: Margot Jordan
Title: Head of TA Operations AST & EQ US

Exhibit 10.8

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of July 22, 2022 by and among Getty Images Holdings, Inc., a Delaware corporation (as successor to Vector Holding, LLC, a Delaware limited liability company, the "Company"), and the persons and entities identified on Schedule A hereto (each such person, together with each Affiliate of such person that acquires Registrable Securities (as defined below) from such first Person other than pursuant to a registered offering or Rule 144 (but only for so long as such Affiliate holds Registrable Securities), and their respective successors and permitted assigns, an "Investor").

RECITALS

WHEREAS, CC Neuberger Principal Holdings II, a Cayman Islands exempted company ("CCNB"), CC Neuberger Principal Holdings II Sponsor LLC, a Delaware limited liability company (the "Sponsor"), and certain other Investors entered into that certain Registration Rights Agreement (the "Prior Agreement"), dated as of August 4, 2020;

WHEREAS, the parties desire to enter into this Agreement in connection with that certain Business Combination Agreement, dated as of December 9, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Business Combination Agreement"), by and among CCNB, the Company, Vector Domestication Merger Sub, LLC, a Delaware limited liability company, Vector Merger Sub 1, LLC, a Delaware limited liability company, Vector Merger Sub 2, LLC, a Delaware limited liability company, Griffey Global Holdings, Inc., a Delaware corporation, and solely for the limited purposes of certain sections set forth therein, Griffey Investors, LP, a Delaware limited partnership;

WHEREAS, the parties to the Prior Agreement desire to terminate the Prior Agreement and replace it with this Agreement; and

WHEREAS, it is a condition to the Closing (as such term is defined in the Business Combination Agreement) that the parties hereto enter into this Agreement, to be effective upon the Closing.

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements and understandings set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 "Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer of the Company or the Board, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any Misstatement, (b) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (c) the Company has a bona fide business purpose for not making such information public.

1.2 "Affiliate" shall mean, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person. "Affiliate" with respect to the Investors, shall not include (a) the Company or its subsidiaries and (b) "portfolio companies" (as such term is customarily used among institutional investors) in which any Investor or any of its Affiliates has an investment (whether as debt or equity). As used in this definition, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.3 "Agreement" has the meaning set forth in the preamble.

1.4 "Beneficially Own" shall have the meaning set forth in Rule 13d-3 promulgated under the Exchange Act; provided, that, for purposes of this Agreement, a Transfer with respect to any Equity Securities means that the Transferor no longer Beneficially Owns such Equity Securities (except, for the avoidance of doubt, for any Transfer to Permitted Transferees or with respect to pledges or encumbrances which do not Transfer economic risk). "Beneficially Owns," "Beneficially Owned," and "Beneficial Ownership" shall have correlative meanings.

1.5 "Block Trade" means any non-marketed underwritten takedown offering taking the form of a bought deal or a block sale to a financial institution.

1.6 "Board" means the board of directors (or any successor governing body) of the Company.

1.7 "Business Combination Agreement" has the meaning set forth in the recitals.

1.8 "CC Capital" means CC NB Sponsor 2 Holdings LLC, a Delaware limited liability company.

1.9 "CCNB" has the meaning set forth in the recitals.

1.10 "Class A Common Stock" means the Class A Common Stock, par value $0.0001 per share, of the Company.

1.11 "Closing Date" means the date of this Agreement.

1.12 "Company" has the meaning set forth in the preamble and includes the Company's successors by merger, amalgamation, acquisition, reorganization or otherwise.

1.13 "Controlling Person" has the meaning set forth in Section 7.17.

1.14 "DTCDRS" has the meaning set forth in Section 7.18.

1.15 "Earn-Out Shares" has the meaning set forth in the Business Combination Agreement.

1.16 "Effectiveness Deadline" has the meaning set forth in Section 2.2.

1.17 "Equity Securities" means any shares of Class A Common Stock and any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), shares of Class A Common Stock, including options and warrants.

1.18 "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

1.19 "Getty Family Demanding Holders" has the meaning set forth in Section 2.1.

1.20 "Getty Family Investors" means Getty Investments L.L.C., Mark Getty, The October 1993 Trust and The Options Settlement together with their respective successors and any Permitted Transferee.

1.21 "Getty Family Permitted Encumbrance" has the meaning set forth in the Stockholders Agreement, dated as of December 9, 2021 (as may be amended or otherwise modified from time to time), by and among the Company and the parties named on Schedule A thereto.

1.22 "Governmental Entity" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality, including any state-owned entity, of any federal, state, local or foreign jurisdiction.

1.23 "Initial Registrable Securities" has the meaning set forth in Section 7.1.

1.24 "Initial Registration Statement" has the meaning set forth in Section 7.1.

1.25 "Inspectors" has the meaning set forth in Section 7.8.

1.26 "Investor" has the meaning set forth in the preamble.

1.27 "Koch Demanding Holders" has the meaning set forth in Section 2.1.

1.28 "Koch Investors" means Koch Icon Investments, LLC together with its successors and any Permitted Transferee.

1.29 "Laws" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations, directives, pronouncements, rulings and any Orders of a Governmental Entity, including common law (including fiduciary duties).

1.30 "Long-Form Registration" has the meaning set forth in Section 2.1.

1.31 "Misstatement" shall mean an untrue statement of material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus (as applicable), necessary to make the statements in a Registration Statement or Prospectus (as applicable) (in light of the circumstances under which they were made) not misleading.

1.32 "New Registration Statement" has the meaning set forth in Section 2.7.

1.33 "NBOKS" means Neuberger Berman Opportunistic Capital Solutions Master Fund LP, a Cayman Islands exempted company.

1.34 "Order" means any order, writ, judgment, injunction, temporary restraining order, stipulation, determination, directive, decree or award entered by or with any Governmental Entity or arbitral institution.

1.35 "Permitted Transferee" has the meaning set forth in the Stockholders Agreement, dated as of December 9, 2021 (as may be amended or otherwise modified from time to time), by and among the Company and the Investor Stockholders (as defined therein) party thereto.

1.36 "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.37 "Piggyback Registration" has the meaning set forth in Section 3.1.

1.38 "Piggyback Registration Statement" has the meaning set forth in Section 3.1.

1.39 "Prior Agreement" has the meaning set forth in the recitals.

1.40 "Proceeding" means any action, claim, suit, charge, litigation, complaint, investigation, audit, notice of violation, citation, arbitration, inquiry, or other proceeding at law or in equity (whether civil, criminal or administrative) by or before any Governmental Entity.

1.41 "Prospectus" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

1.42 "Records" has the meaning set forth in Section 7.8.

1.43 "Registrable Securities" means (a) any Equity Securities Beneficially Owned or otherwise held directly or indirectly by any of the Investors, (b) any Equity Securities issued or issuable as a distribution with respect to, or in exchange for or in replacement of, any of the foregoing Equity Securities, including, without limitation, Earn-Out Shares and Sponsor Earn-Out Shares and (c) any Equity Securities issued or issuable to any Investor by way of a share dividend or share split or in exchange for or upon conversion of the Equity Securities described in subsections (a) and (b) or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to such Equity Securities. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) the SEC has declared a Registration Statement covering such securities effective and such securities have been disposed of pursuant to such Registration Statement, (ii) such securities have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and further subsequent public distribution of them shall not require registration under the Securities Act, (iii) such securities have been sold without registration pursuant to Rule 144, or (iv) such securities shall have ceased to be outstanding.

1.44 "Registration Date" means the date on which the Company becomes subject to Section 13(a) or Section 15(d) of the Exchange Act.

1.45 "Registration Statement" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Supplements) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

1.46 "Related Party" has the meaning set forth in Section 29.

1.47 "Rule 144" means Rule 144 under the Securities Act or any successor rule thereto.

1.48 "SEC" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

1.49 "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

1.50 "Selling Expenses" means all underwriting discounts, selling commissions and share transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any holder of Registrable Securities, except for the fees and disbursements of counsel for the holders of Registrable Securities required to be paid by the Company pursuant to this Agreement.

1.51 "Shelf Registration" has the meaning set forth in Section 2.2.

1.52 "Shelf Registration Statement" has the meaning set forth in Section 2.2.

1.53 "Shelf Supplement" has the meaning set forth in Section 2.3.

1.54 "Shelf Takedown" has the meaning set forth in Section 2.3.

1.55 "Shelf Takedown Notice" has the meaning set forth in Section 2.3.

1.56 "Sponsor" has the meaning set forth in the preamble.

1.57 "Sponsor Earn-Out Shares" has the meaning set forth in the Business Combination Agreement.

1.58 "Sponsor Investors" shall mean the Sponsor, CC Capital and NBOKS, together with their successors and Permitted Transferees.

1.59 "Transfer" means, (a) when used as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, pledge, hedge, encumbrance, or hypothecation or other disposition, contract or legally binding agreement to undertake any of the foregoing, by the Transferor (whether by operation of law or otherwise) and, (b) when used as a verb, (i) the voluntary or involuntary sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or the establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security by the Transferor, (ii) entry by the Transferor into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement by the Transferor of any intention to effect any transaction specified in clauses "(i)" or "(ii)." The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

2. Registration.

2.1 To the extent that a Registration Statement filed pursuant to Section 2.2 or a Shelf Registration Statement is not available to effect the proposed transaction, each of: (a) the Getty Family Investors that Beneficially Own at least a majority in interest of the then-outstanding number of Registrable Securities held by the Getty Family Investors (the "Getty Family Demanding Holders"); (b) the Koch Investors that Beneficially Own at least a majority in interest of the then-outstanding number of Registrable Securities held by the Koch Investors (the "Koch Demanding Holders"); (c) the Sponsor, (d) CC Capital and (e) NBOKS; may request that the Company register under the Securities Act all or any portion of its Registrable Securities pursuant to a Registration Statement on Form S-1 or any similar long-form registration statement that may be available at such time (each, a "Long-Form Registration"), provided that such Investor(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $50 million from such Long-Form Registration. Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than ten (10) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have ten (10) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the SEC a Registration Statement on Form S-1 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within sixty (60) days after the date on which the initial request is given and shall use commercially reasonable efforts to cause such Registration Statement to be declared effective by the SEC as soon as practicable thereafter. Notwithstanding any other provision of this Agreement to the contrary, the Company shall not be obligated to participate in more than four (4) Long-Form Registrations, pursuant to this Section 2.1 in any twelve (12)-month period.

2.2 Notwithstanding the provisions of Section 2.1, the Company shall, as soon as practicable, but in any event within thirty (30) days after the Closing Date, file (or confidentially submit) a Registration Statement to permit the public resale of all the Registrable Securities held by the Investors from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the SEC then in effect) on the terms and conditions specified in this Section 2.2 and shall use its commercially reasonable efforts to cause the Registration Statement to be declared effective as soon as practicable after the filing thereof, but in no event later than the earlier of (a) the ninetieth (90th) calendar day (or one hundred twentieth (120th) calendar day if the SEC notifies the Company that it will "review" the Registration Statement) following the Closing Date and (b) the fifth (5th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effectiveness Deadline"). The Registration Statement filed with the SEC pursuant to this Section 2.2 shall be on Form S-3, or if Form S-3 is not then available to the Company, on Form S-1 or such other form of registration statement as is then available to effect a registration for the sale or resale of such Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule or provision similar thereto adopted by the SEC, covering such Registrable Securities, and shall contain a Prospectus in such form as to permit any Investor to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor rule or similar provision adopted by the SEC then in effect) at any time beginning on the effective date for such Registration Statement. If Form S-3 is not then available to the Company, the Company shall use commercially reasonable efforts to convert the Form S-1 or other available registration statement to a shelf registration statement on Form S-3 (a "Shelf Registration Statement") as promptly as practicable after the Company becomes eligible to use a Form S-3 that covers all Registrable Securities then outstanding for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "Shelf Registration"). A Registration Statement filed pursuant to this Section 2.2 shall provide for the sale or resale pursuant to any method or combination of methods legally available to, and requested by, the Investors. The Company shall use commercially reasonable efforts to cause a Registration Statement filed pursuant to this Section 2.2 to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, that another Registration Statement or Shelf Registration Statement is continuously available, for the resale of all the Registrable Securities held by the holders thereof until all such Registrable Securities have ceased to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this Section 2.2, but in any event within one (1) business day of such date, the Company shall notify the Investors of the effectiveness of such Registration Statement. If, after the filing such Registration Statement, a holder of Registrable Securities requests registration under the Securities Act of additional Registrable Securities pursuant to such Registration Statement, the Company shall amend such Registration Statement to cover such additional Registrable Securities. The provisions of Section 2.3 shall apply *mutatis mutandis* to any resale of Registrable Securities pursuant to a registration statement filed pursuant to this Section 2.2.

2.3 At any time that a Shelf Registration Statement is effective, if a holder of Registrable Securities covered by such Shelf Registration Statement delivers a notice to the Company (a "Shelf Takedown Notice") stating that the holder intends to effect an offering of all or part of its Registrable Securities included in such Shelf Registration Statement in an underwritten offering (a "Shelf Takedown"), provided that such Investor(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $25 million from such Shelf Takedown, and the Company is eligible to use such Shelf Registration Statement for such Shelf Takedown, then the Company shall take all actions reasonably required, including amending or supplementing (a "Shelf Supplement") such Shelf Registration Statement, to enable such Registrable Securities to be offered and sold as contemplated by such Shelf Takedown Notice. Each Shelf Takedown Notice shall specify the number of Registrable Securities to be offered and sold under the Shelf Takedown. Upon receipt of a Shelf Takedown Notice, the Company shall promptly (but in no event later than five (5) business days, or, in the case of an underwritten overnight Block Trade, two (2) business days, following receipt thereof) deliver notice of such Shelf Takedown Notice to all other holders of Registrable Securities who shall then have five (5) business days, or, in the case an underwritten overnight Block Trade, two (2) business days, from the date such notice is given to notify the Company in writing of their desire to be included in such Shelf Takedown. Each holder of Registrable Securities and the Company agrees to use its good faith efforts to provide advance notice as soon as reasonably practicable to the holders of Registrable Securities of such first holder's or the Company's intention to deliver a Shelf Takedown Notice; provided, however, that none of the holders or the Company shall be obligated hereby to provide any such advance notice and, if provided, such advance notice shall not be binding in any respect. The Company shall prepare and file with the SEC a Shelf Supplement as soon as practicable after the date on which it received the Shelf Takedown Notice and, if such Shelf Supplement is an amendment to such Shelf Registration Statement, shall use its best efforts to cause such Shelf Supplement to be declared effective by the SEC as soon as practicable thereafter. Notwithstanding any other provision of this Agreement to the contrary, the Company shall not be obligated to participate in more than four (4) Shelf Takedowns or Block Trades, pursuant to this Section 2.3 or Section 5 (as applicable), in any twelve (12)-month period.

2.4 If the holders of the Registrable Securities initially requesting a Long-Form Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to Section 2.1, Section 2.2 or Section 2.3, and the Company shall include such information in its notice to the other holders of Registrable Securities. The holders of a majority of the Registrable Securities initially requesting the Long-Form Registration or Shelf Takedown shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

2.5 The Company shall not include in any Long-Form Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Registrable Securities included in such Long-Form Registration or Shelf Takedown, which consent shall not be unreasonably withheld or delayed. If a Long-Form Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Long-Form Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in the Long-Form Registration or Shelf Takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such underwritten offering and/or the number of Equity Securities proposed to be included in such Long-Form Registration or Shelf Takedown would adversely affect the price per share of the Equity Securities proposed to be sold in such underwritten offering, the Company shall include in such Long-Form Registration or Shelf Takedown (a) first, the Equity Securities that the holders of Registrable Securities propose to sell (*pro rata* based on the number of Registrable Securities held by such holders at the time the cutback is made), and (b) second, the Equity Securities proposed to be included therein by any other Persons (including Equity Securities to be sold for the account of the Company and/or other holders of Equity Securities) (*pro rata*, based on (i) with respect to Equity Securities held by any other Persons, the number of Equity Securities held by such holders and (ii) with respect to the Company, the number of Equity Securities proposed to be included therein by the Company, in each case at the time the cutback is made).

2.6 The Company shall not be obligated to effect any Long-Form Registration (a) within ninety (90) days after the effective date of a previous Long-Form Registration or Shelf Takedown or a previous Piggyback Registration in which holders of Registrable Securities were permitted to register the offer and sale under the Securities Act, and actually sold, all of the shares of Registrable Securities requested to be included therein or (b) except with respect to the Registration Statement required to be filed pursuant to Section 2.2, while a lock-up agreement pursuant to Section 6 or any other lock-up agreement relating to such holder's Registrable Securities is in effect and has not been waived with respect to such holder.

2.7 In the event the SEC informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (a) inform each of the Investors and use its commercially reasonable efforts to file amendments to the Shelf Registration Statement as required by the SEC and/or (b) withdraw the Shelf Registration Statement and file a new registration statement (a "New Registration Statement") on Form S-3, or if Form S-3 is not then available to the Company for such registration statement, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall use its commercially reasonable efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the SEC staff (the "SEC Guidance"). Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the SEC for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by an Investor as to further limit its Registrable Securities to be included on the Registration Statement, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Investors, subject to a determination by the SEC that certain Investors must be reduced first based on the number of Registrable Securities held by such Investors. In the event the Company amends the Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (a) or (b) above, the Company will use its commercially reasonable efforts to file with the SEC, as promptly as allowed by SEC or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Shelf Registration Statement, as amended, or the New Registration Statement.

2.8 A holder of Registrable Securities shall have the right to withdraw from a Registration pursuant to this Section 2 for any or no reason whatsoever upon written notification to the Company and the underwriter(s) (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement, in connection with Long-Form Registration, or at least two (2) business days prior to the time of pricing, in the case of a Shelf Takedown.

3. Piggyback Registration.

3.1 Whenever the Company proposes to offer or sell any Equity Securities pursuant to a registered offering under the Securities Act (other than a registration (a) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee share plan or other employee benefit arrangement), (b) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (c) filed in connection with an "at-the-market" offering, (d) for an offering in connection with a merger, consolidation or other acquisition, an exchange offer or offering of securities solely to the Company's existing shareholders, (e) for an offering of debt that is convertible into or exchangeable for Equity Securities of the Company, (f) for a rights offering (including any rights offering with a backstop or standby commitment) or (g) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more shareholders of the Company (other than an offering pursuant to Section 2 hereunder) and the form of Registration Statement (a "Piggyback Registration Statement") to be used may be used for any registration of Registrable Securities (a "Piggyback Registration"), the Company shall give prompt written notice (in any event no later than ten (10) business days prior to either the filing of such Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 3.2 and Section 3.3, shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within five (5) business days (or one (1) business day in the case of a Block Trade) after the Company's notice has been given to each such holder. The Company agrees to use its good faith efforts to provide advance notice as soon as reasonably practicable to the holders of Registrable Securities of its intention to effect a Piggyback Registration; provided, however, that, other than the notices required ten (10) business days prior to the Registration Statement or prospectus supplement, as applicable, by the immediately preceding sentence, the Company shall not be obligated hereby to provide any such advance notice and, if provided, such advance notice shall not be binding in any respect. A Piggyback Registration shall not be considered a Long-Form Registration for purposes of Section 2.

3.2 If a Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration) in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in such registration or takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such offering and/or that the number of Equity Securities proposed to be included in any such registration or takedown would adversely affect the price per share of the Equity Securities to be sold in such offering, the Company shall include in such registration or takedown (a) first, the Equity Securities that the Company proposes to sell; (b) second, the Equity Securities requested to be included therein by holders of Registrable Securities, allocated *pro rata* among all such holders on the basis of the number of Registrable Securities owned by each such holder at the time of such cutback or in such manner as such holders may otherwise agree; and (c) third, the Equity Securities requested to be included therein by holders of Equity Securities other than holders of Registrable Securities, allocated among such holders as determined by the Company or in such other manner as they may agree.

3.3 If a Piggyback Registration is initiated as an underwritten offering on behalf of a holder of Equity Securities other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of Equity Securities proposed to be included in such registration or takedown, including all Registrable Securities and all other Equity Securities proposed to be included in such underwritten offering, exceeds the number of Equity Securities which can be sold in such offering and/or that the number of Equity Securities proposed to be included in any such registration or takedown would adversely affect the price per share of the Equity Securities to be sold in such offering, the Company shall include in such registration or takedown (a) first, the Equity Securities requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated *pro rata* among all such holders on the basis of the number of Equity Securities, including any Registrable Securities (on a fully diluted, as converted basis) owned by all such holders or in such other manner as such holders may otherwise agree; (b) second, the Equity Securities proposed to be sold by the Company; and (c) third, the Equity Securities requested to be included therein by the other holders of Equity Securities, allocated among such holders as determined by the Company or in such other manner as they may agree.

3.4 If any Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company, the Company shall, subject to the prior written consent of the holders of a majority of the Registrable Securities included in such Piggyback Registration, which consent shall not be unreasonably withheld or delayed, select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

3.5 Any holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Piggyback Registration Statement, in connection with a Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time.

4. Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, each of the Investors shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement or including the information counsel for the Company believes to be necessary to comply with law (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice such that the Registration Statement or Prospectus, as so amended or supplemented, as applicable, will not include a Misstatement and complies with applicable law), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any registration at any time, including the filing of a Shelf Supplement for a Shelf Takedown, would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control or would render the Company unable to comply with requirements under the Securities Act or Exchange Act, the Company may, upon giving prompt written notice of such action to the Investors, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than forty-five (45) consecutive days, determined in good faith by the Chief Executive Officer of the Company or the Board to be necessary for such purpose. The right to delay or suspend any submission, filing, initial effectiveness or use of a Registration Statement pursuant to this Section 4 shall be exercised by the Company, in the aggregate, for not more than ninety (90) total calendar days during any twelve (12) month period, *provided* that such period may be extended for an additional thirty (30) days with the consent of Holders representing a majority-in-interest of the Registrable Securities, which consent shall not be unreasonably withheld. In the event the Company exercises its rights under the preceding sentence, the Investors agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Investors of the expiration of any period during which it exercised its rights under this Section 4. For the avoidance of doubt, any suspension under this Section 4 shall not affect an Investor's ability to sell Registrable Securities under an exemption from registration.

5. Block Trades. Notwithstanding Section 2 (with the exception of the limitation in number of total Block Trades and Shelf Takedowns established in the final sentence of Section 2.3) but subject to Section 4, if the Investors desire to effect a Block Trade, provided such Investor(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $25 million from such Block Trade in accordance with any other time periods in Section 2, the Investors shall provide written notice to the Company at least five (5) business days prior to the date such Block Trade will commence. The Company shall use its commercially reasonable efforts to facilitate such Block Trade, provided that the Investors engaging in such Block Trade use their reasonable best efforts to work with the Company and applicable underwriters (including by disclosing the maximum number of Registrable Securities proposed to be the subject of such Block Trade) in order to facilitate preparation of the Registration Statement, Prospectus and other offering documentation related to the Block Trade and any related due diligence and comfort procedures. In the event of a Block Trade, and after consultation with the Company, the participating Investors shall determine the number of offered securities, the underwriter or underwriters (which shall consist of one or more reputable nationally recognized investment banks) and share price of such offering. For clarity, the Company shall not be obligated to participate in more than four (4) Shelf Takedowns or Block Trades, pursuant to Section 2.3 or this Section 5 (as applicable), in any twelve (12)-month period.

6. Lock-up Agreement. In connection with any registered offering of Equity Securities of the Company by either the Company for its own account or by holders of Registrable Securities pursuant to this Agreement, and upon the request of the managing underwriter in such offering, each holder of Registrable Securities agrees to execute a customary lock-up agreement; provided, that (a) each such holder shall sign a lock-up agreement that contains restrictions that are no more restrictive than the restrictions contained in the lock-up agreements executed by any other holder of Registrable Securities participating in such offering, (b) such lock-up agreement shall not restrict the Transfer of Registrable Securities for more than ninety (90) days after the date of the underwriting agreement executed with the managing underwriter of such offering and (c) such lock-up agreement shall not restrict (i) Transfers to Permitted Transferees or (ii) any Getty Family Permitted Encumbrance. The Company shall cause its executive officers and its directors, and shall use reasonable best efforts to cause other holders of Equity Securities who Beneficially Own 5% or more of the then outstanding Equity Securities (considered on a fully-diluted basis), to enter into lock-up agreements that contain restrictions that are no less restrictive than the restrictions contained in the lock-up agreements executed by the holders of Registrable Securities. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Notwithstanding anything to the contrary contained in this Section 6, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 6 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of Equity Securities. Notwithstanding the foregoing, no Investor that does not participate in such offering shall be subject to such lock-up arrangements so long as such Investor holds less than one percent (1%) of the Equity Securities (considered on a fully-diluted basis).

7. Registration Procedures. If and whenever any holder of Registrable Securities requests that the offer and sale of any Registrable Securities be registered under the Securities Act or any Registrable Securities be distributed in a Shelf Takedown pursuant to the provisions of this Agreement, the Company shall use its best efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as practicable and as applicable take the actions set forth in this Section 7.

7.1 Subject to Section 2.1, Section 2.2, Section 2.2 and Section 2.3, the Company shall (a) prepare and file with the SEC a Registration Statement covering such Registrable Securities and use its best efforts to cause such Registration Statement to be declared effective within the applicable time frame required; and (b) if (i) the Company has filed a Registration Statement (the "Initial Registration Statement") with the SEC that covers Registrable Securities (the "Initial Registrable Securities"), (ii) pursuant to Rule 415(a)(5) under the Securities Act or any successor rule thereto, the Initial Registration Statement may no longer be used for offers and sales of any of the Initial Registrable Securities, and (iii) any of the Initial Registrable Securities are Registrable Securities at the time that (ii) above occurs, the Company shall prepare and file with the SEC within the time limits required by Rule 415 under the Securities Act or any successor rule thereto a New Registration Statement covering any Initial Registrable Securities that have not ceased to be Registrable Securities for an offering to be made on a delayed on continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto and shall use its best efforts to cause such New Registration Statement to be declared effective by the SEC as soon as practicable thereafter.

7.2 (a) In the case of a Long-Form Registration or a registration on Form S-3 or any similar short form Registration Statement, the Company shall prepare and file with the SEC such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than one hundred and eighty (180) days, or if earlier, until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement; and (b) in the case of a Shelf Registration, the Company shall prepare and file with the SEC such amendments, post-effective amendments and supplements, including Shelf Supplements, to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities subject thereto for a period ending on the earlier of (i) thirty-six (36) months after the effective date of such Registration Statement and (ii) the date on which all the Registrable Securities subject thereto have been sold pursuant to such Registration Statement.

7.3 Within a reasonable time before filing such Registration Statement, Prospectus or amendments or supplements thereto with the SEC, the Company shall furnish to counsel selected by the holders of such Registrable Securities copies of such documents proposed to be filed, which documents shall be subject to the reasonable review, comment and approval of such counsel.

7.4 The Company shall notify each selling holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement, including a Shelf Supplement, to any Prospectus forming a part of such Registration Statement has been filed with the SEC.

7.5 The Company shall furnish to each selling holder of Registrable Securities such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto, including a Shelf Supplement (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such seller may request in order to facilitate the disposition of the Registrable Securities owned by such seller.

7.6 The Company shall use its best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling holder requests and do any and all other acts and things which may be necessary or advisable to enable such holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 7.6.

7.7 The Company shall notify each selling holder of such Registrable Securities, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that would cause the Prospectus included in such Registration Statement to contain a Misstatement, and, at the request of any such holder, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain a Misstatement.

7.8 The Company shall make available for inspection by any selling holder of Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such holder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement.

7.9 The Company shall provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration.

7.10 The Company shall use its best efforts to cause such Registrable Securities to be listed on each securities exchange on which similar Equity Securities are then listed or, if the Equity Securities are not then listed, on a national securities exchange selected by the holders of a majority of such Registrable Securities.

7.11 In connection with an underwritten offering, the Company shall enter into such customary agreements (including underwriting and, subject to Section 6, lock-up agreements in customary form) and take all such other customary actions as the holders of such Registrable Securities or the managing underwriter of such offering request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities)).

7.12 The Company shall otherwise use its best efforts to comply with all applicable rules and regulations of the SEC and make available to its shareholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) no later than thirty (30) days after the end of the twelve (12)-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said twelve (12)-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 20-F, 6-K, 10-K, 10-Q and 8-K, as applicable, under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto.

7.13 The Company shall furnish to each selling holder of Registrable Securities and each underwriter, if any, with (a) a written legal opinion of the Company's outside counsel, dated the closing date of the offering, in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings; and (b) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the applicable Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings.

7.14 Without limiting Section 7.6, the Company shall use its best efforts to cause such Registrable Securities to be registered with or approved by such other Governmental Entities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Securities to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof.

7.15 The Company shall notify the holders of Registrable Securities promptly of any request by the SEC for the amending or supplementing of such Registration Statement or Prospectus or for additional information.

7.16 The Company shall advise the holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued.

7.17 The Company shall permit any holder of Registrable Securities which holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (a "Controlling Person") of the Company, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included.

7.18 The Company shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of Equity Securities and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of The Depository Trust Company's Direct Registration System, or any successor thereto (the "DTCDRS").

7.19 Not later than the effective date of such Registration Statement, the Company shall provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; provided, that the Company may satisfy its obligations hereunder without issuing physical share certificates through the use of the DTCDRS.

7.20 The Company shall take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable.

7.21 The Company shall otherwise use its best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

8. Expenses. All expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all (a) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (b) underwriting expenses (other than Selling Expenses); (c) expenses of any audits incident to or required by any such registration; (d) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (e) printing expenses; (f) messenger, telephone and delivery expenses; (g) fees and expenses of the Company's counsel and accountants; (h) Financial Industry Regulatory Authority, Inc. filing fees (if any); and (i) fees and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by the holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

9. Indemnification.

9.1 The Company shall indemnify and hold harmless, to the fullest extent permitted by Law, each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, shareholders and Affiliates, each underwriter, broker or any other Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable Law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

9.2 In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by Law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder; provided, that the obligation to indemnify shall be several, not joint and several, for each holder and shall be in proportion to and not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts and any offering expenses borne by such holder) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement.

9.3 Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 9, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, that, if (a) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (b) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

9.4 If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts and any offering expenses borne by such party) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar federal or state securities Laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

10. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any customary underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, custody agreements, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than customary representations and warranties regarding such holder, such holder's ownership of its Equity Securities to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 9.

11. Rule 144 Compliance; Permitted Public Transfers.

11.1 With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the SEC that may at any time permit a holder to sell securities of the Company to the public without registration, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use best efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may request in connection with the sale of Registrable Securities without registration.

12. Preservation of Rights. The Company shall not (a) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder, or (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement.

13. Notices. All notices, other communications or documents shall be deemed to have been duly given: (a) at the time delivered by hand, if personally delivered; (b) when sent, if by electronic mail (except if any error or "bounce back" electronic mail message is received by the sender and, in such case, upon actual receipt by the party to whom such notice or document is being sent); (c) five (5) business days after having been deposited in the mail, postage prepaid, if mailed by first class mail; and (d) on the first business day with respect to which a reputable air courier guarantees delivery; provided, however, that notices of a change of address shall be effective only upon receipt. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13). Without limiting the foregoing, each of the Company and the other parties agrees to receive notice under the Certificate of Incorporation and Bylaws of the Company or under the Delaware General Corporation Law, or under the organizational documents and applicable entity law of any subsidiary of the Company, by electronic transmission at the e-mail address on file with the Company, and the Investors covenant and agrees to keep a current e-mail address on file with the Company for such purpose.

If to the Company:

Getty Images Holdings, Inc.
605 5th Ave. S., Suite 400
Seattle, WA 98104
Attention: Craig Peters
Email: craig.peters@gettyimages.com

With a copy to:

Weil, Gotshal & Manges LLP
201 Redwood Shores Parkway
Redwood Shores, CA 94065
Attention: Kyle C. Krpata
Email: kyle.krpata@weil.com

and

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Attention: James R. Griffin
Email: james.griffin@weil.com

and

Kirkland & Ellis LLP
601 Lexington Avenue,
New York, New York 10022
Attention: Lauren Colasacco
Peter Seligson
Email: lauren.colasacco@kirkland.com
peter.seligson@kirkland.com

If to any Investor, to such Investor's address as set forth on Schedule A hereto.

14. Governing Law; Waiver of Jury Trial; Jurisdiction. The Law of the State of Delaware shall govern (a) all claims or matters related to or arising from this Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability hereof, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES UNDER THIS AGREEMENT. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. EACH PARTY ACKNOLWEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE OTHER PARTIES TO ENTER INTO THIS AGREEMENT. Each of the parties hereto (i) submits to the exclusive jurisdiction and venue of first, the Chancery Court of the State of Delaware or if such court declines jurisdiction, then to the Federal District Court for the District of Delaware, in any Proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of the Proceeding shall be heard and determined in any such court and (iii) agrees not to bring any Proceeding arising out of or relating to this Agreement in any other courts. Nothing in this Section 14, however, shall affect the right of any party hereto to serve legal process in any other manner permitted by Law or at equity. Each party hereto agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity. Notwithstanding the foregoing in this Section 14, a party hereto may commence any Proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each party hereto further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

15. Amendment, Modification. The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and Investors holding at least two-thirds of the Registrable Securities; provided, however, that any party may give a waiver as to itself; provided further, however that no amendment, modification, supplement, or waiver that disproportionately and adversely affects, alters, or changes the interests of any Investor shall be effective against such Investor without the prior written consent of such Investor; provided further, however, that the waiver of any provision with respect to any Registration Statement or offering may be given by Investors holding at least at least two-thirds of the then-outstanding Registrable Securities entitled to participate in such offering or, if such offering shall have been commenced, having elected to participate in such offering.

16. Termination. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding, and shall be of no further force or effect with respect to any party when such party no longer holds Registrable Securities; provided, that the provisions of Section 8 and Section 9 shall survive any such termination.

17. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. This Agreement may be executed by facsimile or .pdf signature which shall constitute an original for all purposes.

18. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such invalid, illegal or otherwise unenforceable provisions shall be null and void as to such jurisdiction. It is the intent of the parties, however, that any invalid, illegal or otherwise unenforceable provisions be automatically replaced by other provisions which are as similar as possible in terms to such invalid, illegal or otherwise unenforceable provisions but are valid and enforceable to the fullest extent permitted by applicable Law.

19. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and other documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

20. Waiver. No course of dealing between or among the any of the parties hereto or any delay in exercising any rights hereunder will operate as a waiver of any rights of any party hereto. The failure of any party hereto to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

21. Entire Agreement. Except as otherwise expressly provided, this Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous and contemporaneous agreements among all or some of the parties, whether written, oral or otherwise, as to such subject matter. Unless otherwise provided herein, any consent required by any party hereto may be withheld by such party in its sole and absolute discretion.

22. No Third Party Beneficiaries. Except as expressly provided in this Agreement, none of the provisions in this Agreement shall be for the benefit of or enforceable by any Person other than the parties hereto, their respective heirs, executors, administrators, successors and assigns; provided, however, the parties hereto hereby acknowledge that the Persons set forth in Section 9 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 9. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

23. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

24. Remedies. Each holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

25. Other Registration Rights. The Company represents and warrants that no person, other than the Investors, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any registration filed by the Company for the sale of securities for its own account or for the account of any other Person. The parties hereto that were parties to the Prior Agreement hereby terminate the Prior Agreement, which shall be of no further force and effect and is hereby superseded and replaced in its entirety by this Agreement. Further, the Company and each of the Investors agree that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties hereto and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

26. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Investor may assign its rights hereunder to any purchaser or transferee of Registrable Securities, other than a sale pursuant to a Shelf Registration or under Rule 144; provided, that such: (a) the Company shall have received a written notice of such assignment; and (b) each purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Investor whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally included in the definition of an Investor herein and had originally been a party hereto. Any Transfer or assignment made other than as provided in this Section 26 shall be null and void.

27. Changes in Equity Securities. If, and as often as, there are any changes in the Equity Securities by way of a dividend, distribution, stock split or combination, reclassification, recapitalization, exchange or readjustment, whether in a merger, consolidation, conversion or similar transaction, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to Equity Securities as so changed.

28. Aggregation of Equity Securities. All Equity Securities Beneficially Owned by each party to this Agreement, its Affiliates and their Permitted Transferees shall be aggregated together for purposes of determining the rights or obligations of such party or the application of any restrictions to such party under this Agreement in each instance in which such right, obligation or restriction is determined in respect of or with reference to any Beneficial Ownership of Equity Securities; provided however, that the Equity Securities Beneficially Owned by CC Capital and NBOKS as a result of a distribution of the Equity Securities held by the Sponsor's shall not be aggregated. In the event that, pursuant to a dissolution of the Sponsor, the Sponsor distributes all of its Registrable Securities to its members, each of CC Capital and NBOKS shall be treated as the Sponsor hereunder; provided, that CC Capital and NBOKS, taken as a whole, shall not be entitled to rights in excess of those conferred on the Sponsor, as if the Sponsor remained a single entity party to this Agreement.

29. No Recourse. Notwithstanding anything that may be expressed or implied herein (except in the case of the immediately succeeding sentence) or any document, agreement, or instrument delivered contemporaneously herewith, and notwithstanding the fact that any party to this Agreement may be a partnership or limited liability company, each party hereto, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the parties hereto shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any documents, agreements, or instruments delivered contemporaneously herewith or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or employee of any party hereto (or any of their successors or permitted assignees), against any former, current, or future general or limited partner, manager, stockholder or member of any party hereto (or any of their successors or permitted assignees) or any Affiliate thereof or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited partner, stockholder, manager or member of any of the foregoing, but in each case not including the parties hereto (each, but excluding for the avoidance of doubt, the parties hereto, a "Related Party"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such party against the Related Parties, by the enforcement of any assessment or by any Proceeding, or by virtue of any statute, regulation or other applicable Law, or otherwise; it being agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party, as such, for any obligations of the applicable party under this Agreement or the transactions contemplated hereby, under any documents or instruments delivered contemporaneously herewith, in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. Notwithstanding the forgoing, a Related Party may have obligations under any documents, agreements, or instruments delivered contemporaneously herewith or otherwise contemplated hereby if such Related Party is party to such document, agreement or instrument. Except to the extent otherwise set forth in, and subject in all cases to the terms and conditions of and limitations herein, this Agreement may only be enforced against, and any claim or cause of action of any kind based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance hereof, may only be brought against the entities that are named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Each Related Party is intended as a third-party beneficiary of this Section 29.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement on the date first written above.

COMPANY:

GETTY IMAGES HOLDINGS, INC.

By: /s/Kjelti Kellough
Name: Kjelti Kellough
Title: SVP, General Counsel

[*Signatures continued on following page*.]

INVESTORS:

GETTY INVESTMENTS L.L.C.

By: /s/Jan Moehl
Name: Jan D. Moehl
Title: Authorized Officer

[*Signatures continued on following page*.]

By: /s/Mark Getty
MARK GETTY

[*Signatures continued on following page*.]

THE OCTOBER 1993 TRUST

R&H Trust Co (Jersey) Limited, as Trustee

By: /s/ Paul Dennis Pirouet
Name: Paul Dennis Pirouet
Title: Director

[*Signatures continued on following page*.]

THE OPTIONS SETTLEMENT

R&H Trust Co (Jersey) Limited, as Trustee

By: /s/ Paul Dennis Pirouet
Name: Paul Dennis Pirouet
Title: Director

[*Signatures continued on following page*.]

KOCH ICON INVESTMENTS, LLC

By: /s/Michael Harris
Name: Michael Harris
Title: Vice President

[*Signatures continued on following page*.]

CCNB SPONSOR 2 HOLDINGS LLC

By: /s/Chinh Chu
Name: Chinh E. Chu
Title: President and Senior Managing Director

[*Signatures continued on following page*.]

NEUBERGER BERMAN OPPORTUNISTIC
CAPITAL SOLUTIONS MASTER FUND LP

By: Neuberger Berman Investment Advisers LLC

Its: Investment Adviser

By: /s/Charles Kantor
Name: Charles Kantor
Title: Authorized Signatory

[*Signatures continued on following page*.]

CC NEUBERGER PRINCIPAL HOLDINGS II SPONSOR LLC

By: /s/Douglas Newton
Name: Douglas Newton
Title: Authorized Signatory

[*Signatures continued on following page*.]

By: /s/Joel Alsfine
JOEL ALSFINE

[*Signatures continued on following page*.]

By: /s/James Quella
JAMES QUELLA

[*Signatures continued on following page*.]

By: /s/Jonathan Gear
JONATHAN GEAR

[*Signatures continued on following page*.]

SCHEDULE A

INVESTORS

Name	Address for service of notices
Getty Investments L.L.C.	5390 Kietzke Lane, Suite 202 Reno, Nevada 89511 Attn: Mark J. Jenness Jeremiah J. Sullivan Email: admin@suttonpl.com
Mark Getty	5390 Kietzke Lane, Suite 202 Reno, Nevada 89511 Attn: Mark J. Jenness Jeremiah J. Sullivan Email: admin@suttonpl.com
The October 1993 Trust	5390 Kietzke Lane, Suite 202 Reno, Nevada 89511 Attn: Mark J. Jenness Jeremiah J. Sullivan Email: admin@suttonpl.com
The Options Settlement	5390 Kietzke Lane, Suite 202 Reno, Nevada 89511 Attn: Mark J. Jenness Jeremiah J. Sullivan Email: admin@suttonpl.com
Koch Icon Investments, LLC	Koch Icon Investments, LLC 4711 East 37th Street North Wichita, KS 67220 Attention: Brett Watson & Michael Harris Email: Brett.Watson@kochind.com; Michael.Harris@kochind.com
CCNB Sponsor 2 Holdings LLC	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com
Neuberger Berman Opportunistic Capital Solutions Master Fund LP	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com

Name	Address for service of notices
CC Neuberger Principal Holdings II Sponsor LLC	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com
Joel Alsfine	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com
James Quella	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com
Jonathan Gear	c/o CC Neuberger Principal Holdings II 200 Park Avenue, 58th Floor New York, NY 10166 with a copy (which will not constitute notice) to: Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022 Attention: Lauren M. Colasacco, P.C. E-mail: lauren.colasacco@kirkland.com

Exhibit 10.9

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of [●], 2022, by and between Getty Images Holdings, Inc., a Delaware corporation (the "Company"), and the undersigned ("Indemnitee"). Capitalized terms not defined elsewhere in this Agreement are used as defined in Section 14.

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, hold harmless, exonerate and advance expenses on behalf of persons who serve the Company and its direct and indirect subsidiaries, to the fullest extent permitted by applicable law, in order to, among other things, support the retention of highly competent persons who may be hesitant to serve in such roles without such protections;

WHEREAS, this Agreement is a supplement to and in furtherance of the Company's Certificate of Incorporation (the "Charter") and Bylaws (the "Bylaws" and together with the Charter, the "Organizational Documents"), in each case, as may be amended from time to time, and any resolutions adopted pursuant thereto, as well as any rights of Indemnitees under any directors' and officers' policies of liability insurance, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity, and Indemnitee is willing to serve, continue to serve, and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified.

AGREEMENT

In consideration of the Indemnitee's agreement to serve as a director or officer of the Company from and after the date hereof, and the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Services by Indemnitee; Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Services by Indemnitee. Indemnitee hereby agrees to serve or continue to serve as a director or officer of the Company, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders such Indemnitee's resignation or is removed. This Agreement shall not be deemed an employment contract between the Company or any of its subsidiaries or any Enterprise and Indemnitee.

(b) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(c) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(c) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(c), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(d) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Without limiting any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall, to the fullest extent permitted by applicable law, indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 1(d) and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

2. Additional Indemnity; Hold Harmless and Exoneration Rights. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and exonerate Indemnitee if Indemnitee is a party to or threatened to be made a party to any Proceeding against all Expenses and judgments, fines, penalties and amounts paid in settlement in any Proceeding by or in the right of the Company to procure a judgment in its favor (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by Indemnitee in connection with the Proceeding.

3. Contribution.

(a) Payment by the Company. Whether or not the indemnification provided in Sections 1 and Section 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee.

(b) Expenses, Judgements, Fines and Settlement Amounts. Without diminishing or impairing the obligations of the Company set forth in Section 3(a) hereof, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the events that resulted in such Expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) Indemnification of Claims of Contribution. The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution that may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) Contribution for Indemnifiable Events. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, amounts paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, or is made (or asked to) respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding and regardless of such Indemnitee's ability to repay any such amounts in the event of an ultimate determination that Indemnitee is not entitled thereto. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to be indemnified against such Expenses under the provisions of this Agreement, the Organizational Documents, applicable law or otherwise. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall be subject to Section 13 and shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the Delaware General Company Law ("DGCL") and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) Written Request of Indemnification. To obtain indemnification under this Agreement, Indemnitee shall submit to the General Counsel of the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The General Counsel of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Determination of Indemnification. Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (i) by a majority vote of the Disinterested Directors, even though less than a quorum, (ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (iii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (iv) if so directed by the Board, by the stockholders of the Company; provided, however, that if a Change in Control has occurred, the determination with respect to Indemnitee's entitlement to indemnification shall be made by Independent Counsel.

(c) Independent Counsel. In the event the determination of entitlement to indemnification is to be made by Independent Counsel, the Independent Counsel shall be selected as provided in this Section 6(c). If a Change in Control has not occurred, the Independent Counsel shall be selected by the Board (including a vote of a majority of the Disinterested Directors, if obtainable), and the Company shall give written notice advising the Indemnitee of the identity of the Independent Counsel so selected. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 14 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If a Change in Control has occurred, the Independent Counsel shall be selected by the Indemnitee (unless the Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and approved by the Board (which approval shall not be unreasonably withheld). If (i) an Independent Counsel is to make the determination of entitlement pursuant to this Section 6, and (ii) within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) Presumption of Indemnification. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Presumption of Good Faith. Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected by the Enterprise. The provisions of this Section 6(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) Timing. If the person, persons or entity empowered or selected under this Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent permitted by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Cooperation. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information, which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel or member of the Board shall act reasonably and in good faith in making a determination regarding Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) Presumption of Success on the Merits. The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) Termination of Proceeding. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) Disputes. In the event of any dispute between Indemnitee and the Company hereunder as to entitlement to indemnification or advancement of Expenses, including where (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification, (ii) payment is not timely made following a determination of entitlement to indemnification pursuant to Section 6 of this Agreement, (iii) an advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iv) a contribution payment is not timely made pursuant to Section 3 of this Agreement, or (v) no determination as to entitlement to indemnification is timely made pursuant to Section 6 of this Agreement and payment is not timely made after entitlement is deemed to have been determined pursuant to Section 6(f), Indemnitee may at any time thereafter bring suit against the Company seeking an adjudication of entitlement to such indemnification or advancement of Expenses, and any such suit shall be brought in the Court of Chancery of the State of Delaware, or in any other court of competent jurisdiction. Alternatively, Indemnitee, at such person's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Except as set forth herein, the provisions of Delaware law (without regard to its conflict of law rules) shall apply to any such arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) Burden of Proof. In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b). In any judicial proceeding or arbitration commenced pursuant to this Section 7, the Company shall have the burden of proving that Indemnitee was not entitled to the requested indemnification, advancement or payment of Expenses. It shall be a defense to any such action (other than an action brought to enforce a claim for Expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that Indemnitee has not met the standards of conduct which make it permissible under this Agreement, the Organizational Documents or the DGCL for the Company to indemnify Indemnitee for the amount claimed. Neither the failure of the Company (including the Board, Independent Counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification or advancement is proper in the circumstances because Indemnitee has met the applicable standard of conduct set forth in this Agreement, the Organizational Documents or the DGCL, nor an actual determination by the Company (including the Board, Independent Counsel, or its stockholders) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met any applicable standard of conduct. If successful, in whole or in part, Indemnitee shall also be entitled to be paid the Expenses of prosecuting such action to the fullest extent permitted by law.

(c) Binding Effect. If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) Remedies for Breaches of this Agreement. In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 14 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication to the fullest extent permitted by applicable law.

(e) Binding Effect of this Agreement. The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall timely advance, to the extent permitted by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Final Disposition. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) Non-Exclusive Rights. The rights of indemnification and to receive advancement of expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Organizational Documents, any agreement, a vote of stockholders, a resolution of directors or otherwise, of the Company. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in such person's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Organizational Documents and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) D&O Liability Insurance. The Company shall obtain and maintain in effect during the entire period for which the Company is obligated to indemnify Indemnitee under this Agreement, one or more policies of insurance ("D&O Liability Insurance") with one or more reputable insurance companies to provide the directors and officers of the Company with standard coverage to ensure the Company's performance of its indemnification obligations under this Agreement. Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director or officer under such policy or policies. In all such insurance policies, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee with the same rights and benefits as are accorded to the most favorably insured of the Company's directors and officers. At the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies. Upon request by Indemnitee, the Company shall provide copies of all policies of D&O Liability Insurance obtained and maintained in accordance with the foregoing. The Company shall promptly notify Indemnitee of any changes in such insurance coverage.

(c) Subrogation. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) Double Recovery. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) Sources of Recovery. The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(f) Third-Party Indemnification. The Company hereby acknowledges that Indemnitee has or may from time to time obtain certain rights to indemnification, advancement of expenses and/or insurance provided by one or more third parties (collectively, the "Third-Party Indemnitors"). The Company hereby agrees that it is the indemnitor of first resort (*i.e.*, its obligations to Indemnitee are primary and any obligation of the Third-Party Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), and that the Company will not assert that the Indemnitee must seek expense advancement or reimbursement, or indemnification, from any Third-Party Indemnitor before the Company must perform its expense advancement and reimbursement, and indemnification obligations, under this Agreement. No advancement or payment by the Third- Party Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing. The Third-Party Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery which Indemnitee would have had against the Company if the Third-Party Indemnitors had not advanced or paid any amount to or on behalf of Indemnitee. If for any reason a court of competent jurisdiction determines that the Third-Party Indemnitors are not entitled to the subrogation rights described in the preceding sentence, the Third-Party Indemnitors shall have a right of contribution by the Company to the Third-Party Indemnitors with respect to any advance or payment by the Third-Party Indemnitors to or on behalf of the Indemnitee.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision or any amount received that is required to be repaid;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) for reimbursement to the Company of any bonus or other incentive- based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company in each case as required under the Exchange Act; or

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless
(i) the Company has joined in or the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, or (iii) the Proceeding is one to enforce Indemnitee's rights under this Agreement.

10. Non-Disclosure of Payments. Except as expressly required by the securities laws of the United States of America, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained. If any payment information must be disclosed, the Company shall afford the Indemnitee an opportunity to review all such disclosures and, if requested, to explain in such statement any mitigating circumstances regarding the events to be reported.

11. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue upon the later of (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a director of the Company or a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise which Indemnitee served at the request of the Company; or (b) one (1) year after the final termination of any Proceeding (including any rights of appeal thereto) in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any Proceeding commenced by Indemnitee pursuant to Section 7 of this Agreement relating thereto (including any rights of appeal of any Section 7 Proceeding). This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

12. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of Indemnitee.

13. Defense of Claims. The Company will be entitled to participate in the Proceeding at its own expense. The Company shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on Indemnitee without Indemnitee's prior written consent, such consent not to be unreasonably withheld. Indemnitee shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on the Company without the Company's prior written consent, such consent not to be unreasonably withheld.

14. Definitions. For purposes of this Agreement:

(a) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(b) "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (excluding any Person who, as of the closing date of the Company's initial public offering of its Class A Common Stock pursuant to a registration statement on Form S-1 filed with and declared effective by the Securities Exchange Commission, who was at that date the record or beneficial owner of shares of the Company's Class B Common Stock and any group consisting solely of such Persons) is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding securities;

(ii) Change in Board. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Section 14(b)(i), 14(b)(iii) or 14(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a least a majority of the members of the Board; provided, however, that the Sunset (as defined in the Certificate of Incorporation) shall not be deemed a Change in the Board for purposes of this Section 14(b)(ii);

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) Asset Sale. The sale or disposition of all or substantially all the assets of the Company in a transaction or series of related transactions; and

(v) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement or series of agreements for the sale or disposition by the Company of all or substantially all of the Company's assets, or, if such approval is not required, the decision by the Board to proceed with such a liquidation, sale, or disposition in one transaction or a series of related transactions.

(c) "Corporate Status" describes the status of an individual who is or was or has agreed to become a director or officer of the Company or while a director or officer of the Company who is serving, was serving, or has agreed to serve at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise.

(d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" means the Company and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of their wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

(f) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(g) "Expenses" includes all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including, without limitation, reasonable compensation for time spent by the Indemnitee for which he or she is not otherwise compensated by the Company or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersedes bond, or other appeal bond or its equivalent.

(h) "Independent Counsel" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(i) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(j) "Proceeding" includes any threatened, pending or completed action, derivative action, claim, counterclaim, cross claim, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, or any inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit or other proceeding hereinabove listed in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact of Indemnitee's Corporate Status, by reason of any action (or failure to act) taken by him or her or of any action (or failure to act) on his or her part while acting pursuant to his or her Corporate Status, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this Agreement.

15. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the fullest extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable law.

16. Enforcement and Binding Effect.

(a) Reliance. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving in such capacity.

(b) Entire Agreement. Without limiting any of the rights of Indemnitee under the Organizational Documents of the Company as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) Binding Agreement. The indemnification and advancement of expenses provided by, or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise at the Company's request, and shall inure to the benefit of Indemnitee and such person's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) Successors. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company to expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) Specific Performance. The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which he or she may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the Court, and the Company hereby waives any such requirement of such a bond or undertaking.

17. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

18. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise.

19. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

605 5th Ave S. Suite 400
Seattle, WA 98104
Attn: Kjelti Kellough
Email: kjelti.kellough@gettyimages.com

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

22. Usage of Pronouns. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

23. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (b) generally and unconditionally consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (c) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (d) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum. The foregoing consent to jurisdiction shall not constitute general consent to service of process in the state for any purpose except as provided above, and shall not be deemed to confer rights on any person other than the parties to this Agreement.

[Signature Page Follows]

The parties have executed this Agreement as of the date first set forth above.

GETTY IMAGES HOLDINGS, INC.

By: _____
Name:
Title:

The parties have executed this Agreement as of the date first set forth above.

INDEMNITEE

Name: _____

Address:

_____

_____

_____

_____

Email: _____

Exhibit 10.10

THE GETTY IMAGES HOLDINGS, INC.

EARN OUT PLAN

1. Purposes of the Plan; Award Types.

1.1 Purposes of the Plan. The purposes of the Plan are to attract and retain personnel for positions with the Company Group, to provide an additional incentive to Service Providers chosen to participate in the Plan and to promote the success of the Company's business.

1.2 Award Types. The Plan permits the grant of Restricted Stock Units to any Service Provider.

2. Definitions. The following definitions are used in the Plan:

2.1 "Acceleration Event" has the meaning set forth in the Business Combination Agreement.

2.2 "Administrator" has the meaning set forth in Section 4.1.

2.3 "Applicable Laws" means the legal and regulatory requirements relating to the administration of equity-based awards, including the related issuance of Shares under U.S. federal and state corporate laws, United States ("U.S.") federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and, only to the extent applicable with respect to an Award or Awards, the tax, securities, exchange control and other laws of any jurisdictions other than the United States where Awards are, or will be, granted under the Plan. Reference to a section of an Applicable Law or regulation related to that section shall include such section or regulation, any valid regulation issued under such section and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

2.4 "Award" means, individually or collectively, a grant under the Plan of Restricted Stock Units.

2.5 "Award Agreement" means the written or electronic agreement setting forth the terms applicable to an Award granted under the Plan. The Award Agreement is subject to the terms of the Plan.

2.6 "Board" means the Board of Directors of the Company.

2.7 "Business Combination Agreement" means the Business Combination Agreement, dated December 9, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among CC Neuberger Principal Holdings II, a Cayman Islands exempted company, Vector Holding, LLC, a Delaware limited liability company, Griffey Global Holdings, Inc., a Delaware corporation, Griffey Investors, L.P., a Delaware limited liability company, and certain other parties thereto.

2.8 "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

2.9 "Change of Control" has the meaning set forth in the Business Combination Agreement.

2.10 "Closing" has the meaning set forth in the Business Combination Agreement.

2.11 "Closing Date" has the meaning set forth in the Business Combination Agreement.

2.12 "Code" means the U.S. Internal Revenue Code of 1986, as amended.

2.13 "Committee" means a committee of Directors appointed by the Board.

2.14 "Common Stock" means the Class A Company common stock, par value $0.0001 per share (and any shares or other securities into which such Common Stock may be converted or into which it may be exchanged).

2.15 "Company" means Getty Images Holdings, Inc. (f/k/a Vector Holding, LLC), a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

2.16 "Company Group" means the Company and its Subsidiaries.

2.17 "Consultant" means any natural person engaged by a member of the Company Group to render bona fide services to such entity, provided the services (a) are not in connection with the offer or sale of securities in a capital raising transaction, and (b) do not directly promote or maintain a market for the Company's securities. A Consultant must be a person to whom the issuance of Shares registered on Form S-8 under the Securities Act is permitted.

2.18 "Director" means a member of the Board.

2.19 "Earn-Out Period" has the same meaning as under the Business Combination Agreement, which, as of the Effective Date, means the period from the Closing Date through and including the date that is ten (10) years following the Closing Date.

2.20 "Earn-Out Shares" has the meaning set forth in the Business Combination Agreement.

2.21 "Effective Date" has the meaning in Section 12.

2.22 "Employee" means any person providing services as an employee to the Company or any member of the Company Group. Neither service as a Director nor payment of a director's fee by the Company will constitute "employment" by the Company.

2.23 "First Price Triggering Event" has the same meaning as under the Business Combination Agreement, which, as of the Effective Date, means the first date on which the VWAP of the Shares is greater than or equal to $12.50 for a period of at least twenty (20) days out of thirty (30) consecutive Trading Days.

2.24 "Grant Date" has the meaning set forth in Section 4.3.

2.25 "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

2.26 "Participant" means the holder of an outstanding Award.

2.27 "Plan" means this Getty Images Holdings, Inc. Earn Out Plan, as may be amended from time to time.

2.28 "Plan Allocable Amount" has the meaning set forth in the Business Combination Agreement, which is six million (6,000,000) Shares.

2.29 "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to a share of Common Stock granted under Section 6. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

2.30 "Second Price Triggering Event" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means the first date on which the VWAP of the Shares is greater than or equal to $15.00 for a period of at least twenty (20) days out of thirty (30) consecutive Trading Days.

2.31 "Securities Act" means the U.S. Securities Act of 1933, as amended.

2.32 "Service Provider" means an Employee, Director or Consultant.

2.33 "Share" means a share of the Common Stock.

2.34 "Stockholder Allocable Amount" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means fifty-nine million (59,000,000) Shares.

2.35 "Subsidiary" means a "subsidiary corporation," as defined in Code Section 424(f), in relation to the Company.

2.36 "Tax Withholdings" means any federal, state, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld by the Company in connection with the grant, vesting or settlement of an Award or sale of Shares issued under the Award.

2.37 "Third Price Triggering Event" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means the first date on which the VWAP of the Shares is greater than or equal to $17.50 for a period of at least twenty (20) days out of thirty (30) consecutive Trading Days.

2.38 "Trading Day" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means any day on which the Shares are actually traded on the Trading Market.

2.39 "Trading Market" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means the stock exchange or such other nationally recognized stock market on which the Shares are trading at the time of determination.

2.40 "Triggering Event" means, either, (a) the First Price Triggering Event, (b) the Second Price Triggering Event or (c) the Third Price Triggering Event.

2.41 "VWAP" has the meaning set forth in the Business Combination Agreement, which, as of the Effective Date, means, with respect to any security, for each Trading Day, the daily volume weighted average price (based on such Trading Day) of such security on the Trading Market as reported by Bloomberg Financial L.P. using the AQR function.

3. Shares Subject to the Plan.

3.1 Allocation of Shares to Plan. Subject to adjustment as provided in Section 8, the Plan Allocable Amount will be reserved for issuance subject to Awards under the Plan. The Shares may be authorized but unissued Common Stock or Common Stock issued and then reacquired by the Company. Shares subject to Awards that are forfeited will be cancelled and will not become available for future issuance under the Plan.

3.2 Share Reserve. At all times during the term of the Plan and until the Restricted Stock Units have settled, expired or been forfeited, the Company shall reserve and keep available for issuance a sufficient number of Shares to permit the Company to satisfy its obligations under the Plan and shall take all actions required to increase the authorized number of Shares if at any time there shall be insufficient authorized unissued shares to permit such reservation.

4. Administration of the Plan.

4.1 Procedure. The Plan will be administered by the Board or a Committee (the "Administrator"). Different Administrators may administer the Plan with respect to different groups of Participants. The Board may retain the authority to concurrently administer the Plan with the Administrator and may revoke the delegation of some or all authority previously delegated.

4.2 Powers of the Administrator. Subject to the terms of the Plan, any limitations on delegations specified by the Board, and any requirements imposed by Applicable Laws, the Administrator will have the authority, in its sole discretion, to make any determinations and perform any actions deemed necessary or advisable to administer the Plan including:

(a) to determine the fair market value;

(b) to approve forms of Award Agreements for use under the Plan;

(c) to select the Service Providers to whom Awards may be granted and grant Awards to such Service Providers;

(d) to determine the number of Shares to be covered by each Award granted;

(e) to determine the terms and conditions, consistent with the Plan, of any Award granted, which terms and conditions may include any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating to an Award; provided that under no circumstance may the number of Shares subject to Awards that vest or otherwise become issuable to Participants exceed the number of Shares that become available for issuance under Section 3.1; provided, further, that a Triggering Event may not be waived or accelerated by the Administrator;

(f) to construe and interpret the Plan and make any decisions necessary to administer the Plan;

(g) to establish, amend and rescind rules and regulations and adopt sub-plans relating to the Plan, including rules, regulations and sub-plans for the purposes of facilitating compliance with applicable non-U.S. laws, easing the administration of the Plan and/or obtaining tax-favorable treatment for Awards granted to Service Providers located outside the U.S., in each case as the Administrator may deem necessary or advisable;

(h) to interpret, modify or amend each Award (subject to Section 13);

(i) to allow Participants to satisfy tax withholding obligations in any manner permitted by Section 10;

(j) to delegate ministerial duties to any of Employees;

(k) to authorize any person to take any steps and execute, on behalf of the Company, any documents required for an Award previously granted by the Administrator to be effective;

(l) to determine whether a Triggering Event has occurred, which in each case shall be if and when a Triggering Event has occurred with respect to the Earn-Out Shares under Section 3.9 of the Business Combination Agreement; and

(m) to make any determinations necessary or appropriate under Section 8;

provided, however, if and to the extent the Administrator is required to make a determination under the Plan that is similarly applicable to the Stockholder Allocable Amount under the Business Combination Agreement, then such Administrator determination for purposes of the Plan shall be consistent with the determination made in respect of the Stockholder Allocable Amount under the Business Combination Agreement.

4.3 Grant Date. The grant date of an Award ("Grant Date") will be the date that the Administrator makes the determination granting such Award, or may be a later date if such later date is designated by the Administrator on the date of the determination. Notice of the determination will be provided to each Participant within a reasonable time after the Grant Date.

4.4 Electronic Delivery. The Company may deliver by e-mail or other electronic means (including posting on a website maintained by the Company or by a third party under contract with the Company or another member of the Company Group) all documents relating to the Plan or any Award and all other documents that the Company is required to deliver to its security holders (including prospectuses, annual reports and proxy statements).

4.5 Governing Law; Waiver of Jury Trial; Jurisdiction. The law of the State of Delaware shall govern (a) all claims or matters related to or arising from the Plan (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability hereof, and the performance of the obligations imposed by the Plan, in each case, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. BY ACCEPTANCE OF AN AWARD, EACH PARTICIPANT IN THE PLAN HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATED OR INCIDENTAL TO THE PLAN AND/OR THE RELATIONSHIPS ESTABLISHED AMONG ANY PARTIES UNDER THE PLAN OR ANY RELATED AWARD AGREEMENT. Each of the parties (i) submits to the exclusive jurisdiction and venue of first, the Chancery Court of the State of Delaware, or, if such court declines jurisdiction, then to the Federal District Court for the District of Delaware, in any proceeding arising out of or relating to the Plan or any agreement made thereunder, (ii) agrees that all claims in respect of the proceeding shall be heard and determined in any such court and (ii) agrees not to bring any proceeding arising out of or relating to the Plan or any related agreement in any other courts. Nothing in this Section 4.5, however, shall affect the right of any party to serve legal process in any other manner permitted by law or at equity. Each party agrees that a final judgment in any proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. Notwithstanding the foregoing in this Section 4.5, a party may commence any proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

4.6 Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Awards may be granted to Service Providers.

6. Restricted Stock Units.

6.1 Restricted Stock Unit Award Agreement. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the number of Restricted Stock Units subject to the Award and such other terms and conditions as the Administrator determines consistent with the Plan.

6.2 Vesting Criteria and Other Terms. Subject to Section 6.3:

(a) One-third (⅓) of the Restricted Stock Units granted to a Participant shall vest upon the First Price Triggering Event.

(b) An additional one-third (⅓) of the Restricted Stock Units granted to a Participant shall vest upon the Second Price Triggering Event.

(c) The final one-third (⅓) of the Restricted Stock Units granted to a Participant shall vest upon the Third Price Triggering Event.

(d) Each Triggering Event shall occur only once, if at all, and in no event shall Participants (in the aggregate) be entitled to receive more than the total number of Shares in the Plan Allocable Amount, less Shares subject to Awards that are forfeited.

(e) If specified in the applicable Award Agreement, any Shares issuable to a Participant in settlement of vested Restricted Stock Units, shall be issued to such Participant only if such Participant continues to provide services (whether as an Employee, Director or Consultant) to the Company or one of its Subsidiaries through the applicable Triggering Event, or such other date specified in the Award Agreement.

(f) In the event any portion of the Restricted Stock Units have not vested prior to the end of the Earn-Out Period, then such unvested Restricted Stock Units shall be cancelled and forfeited for no consideration.

6.3 Acceleration Event. If an Acceleration Event has occurred for purposes of Section 3.9(d) of the Business Combination Agreement, then immediately prior to the consummation of the Change of Control with respect to such Acceleration Event, (a) the applicable Triggering Event to the extent it had not previously occurred shall be deemed to have occurred and (b) the Company shall issue the Shares to the Participants pursuant to their applicable Restricted Stock Units, and the Participants shall be eligible to participate in such Change of Control in respect of such Common Stock.

6.4 Settlement. Within thirty (30) days after the occurrence of any Triggering Event (or earlier as provided upon an Acceleration Event, as applicable), the Company shall deliver Shares to each Participant holding vested Restricted Stock Units.

7. Leave of Absence/Transfer between Locations. A Participant will not cease to be a Service Provider in the case of (a) any leave of absence approved by the Company or (b) transfers between locations of the Company (or member of the Company Group) or between the Company or any member of the Company Group.

8. Adjustments; Dissolution or Liquidation.

8.1 Adjustments. If there are any stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combinations, exchanges of shares or any other like change or transaction with respect to the Shares after the Closing, the number and class of shares that may be delivered under the Plan and/or the number, class and price of Shares covered by each outstanding Award and/or any other affected term, shall be adjusted in the same manner and to the same extent with respect to the Stockholder Allocable Amount under the provisions of Section 3.9 of the Business Combination Agreement.

8.2 Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant, at such time prior to the effective date of such proposed transaction as the Administrator determines. An Award will terminate immediately prior to the consummation of such proposed action.

9. Change of Control.

9.1 Administrator Discretion. If a Change of Control occurs, each outstanding Award will be treated as the Administrator determines (in its sole discretion, subject to the provisions of the Plan), without a Participant's consent, including that such Award be continued by the successor corporation or a Parent or Subsidiary of the successor corporation (or an affiliate thereof), substituted with an economically equivalent award, cancelled with respect to all or any portion of such Awards with consideration (which may be in the form of cash, Common Stock, other property or any combination thereof) or without consideration, or that the Participant's service requirement under Section 6.2(e) applicable to any such Awards may be waived automatically upon a Change of Control.

9.2 Identical Treatment Not Required. The Administrator need not take the same action or actions with respect to all Awards (or portions thereof) or with respect to all Participants.

10. Tax Matters.

10.1 Withholding Requirements. Prior to the delivery of any Shares or cash under an Award or such earlier time as any Tax Withholding are due, the Company may deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy any Tax Withholding with respect to such Award or Shares subject to an Award.

10.2 Withholding Arrangements. The Administrator, in its sole discretion and under such procedures as it may specify from time to time, may elect to satisfy such Tax Withholding, in whole or in part (including in combination) by (without limitation) (a) requiring the Participant to pay cash, check or other cash equivalents, (b) withholding otherwise deliverable cash (including cash from the sale of Shares issued to the Participant) or Shares having a fair market value equal to the amount required to be withheld or such greater amount (including up to a maximum statutory amount) as the Administrator may determine or permit if such amount does not result in unfavorable financial accounting treatment, as the Administrator determines in its sole discretion, (c) forcing the sale of Shares issued pursuant to an Award having a fair market value equal to the minimum statutory amount applicable in a Participant's jurisdiction or a greater amount as the Administrator may determine or permit if such greater amount would not result in unfavorable financial accounting treatment, as the Administrator determines in its sole discretion, (d) requiring the Participant to deliver to the Company already-owned Shares having a fair market value equal to the minimum statutory amount required to be withheld or a greater amount as the Administrator may determine or permit if such greater amount would not result in unfavorable financial accounting treatment, as the Administrator determines in its sole discretion, or (e) such other consideration and method of payment for the meeting of Tax Withholding as the Administrator may determine to the extent permitted by Applicable Laws, provided that, in all instances, the satisfaction of the Tax Withholding will not result in any adverse accounting consequence to the Company, as the Administrator may determine in its sole discretion. The fair market value of the Shares to be withheld or delivered will be determined as of the date the amount of tax to be withheld is calculated or such other date as Administrator determines is applicable or appropriate with respect to the Tax Withholding calculation.

10.3 Compliance with Code Section 409A. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with, or be exempt from, the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, and that the Plan and all Award Agreements shall be interpreted and applied by the Administrator in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. In the event that any (a) provision of the Plan or an Award Agreement, (b) Award, payment or transaction or (c) other action or arrangement contemplated by the provisions of the Plan is determined by the Administrator to not comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, the Administrator shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Administrator deems necessary to comply with such requirements. No payment that constitutes "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that would otherwise be made under the Plan or an Award Agreement upon a termination of employment or service will be made or provided unless and until such termination is also a "separation from service," (within the meaning of Section 409A of the Code) as determined in accordance with Section 409A of the Code. Notwithstanding the foregoing or anything elsewhere in the Plan or an Award Agreement to the contrary, if a Participant is a "specified employee" (as defined in Section 409A of the Code) at the time of termination of employment service with respect to an Award, then solely to the extent necessary to avoid the imposition of any additional tax under Section 409A of the Code, the commencement of any payments or benefits under the Award shall be deferred until the date that is six (6) months plus one (1) day following the date of the Participant's termination of employment or service or, if earlier, the Participant's death (or such other period as required to comply with Section 409A). For purposes of Section 409A of the Code, a Participant's right to receive any installment payments pursuant to the Plan or any Award granted hereunder shall be treated as a right to receive a series of separate and distinct payments. Each applicable tranche of Common Stock subject to vesting under any Award shall be considered a right to receive a series of separate and distinct payments. Whenever a payment under the Plan or an Award Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period is within the sole discretion of the Administrator. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

11. Other Terms.

11.1 Status of Plan. The Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Shares or make payments with respect to Awards.

11.2 No Right to Employment or Continued Service. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Participant any right to continue in the employment or service of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of a Participant for any reason or no reason at any time.

11.3 Interpretation and Rules of Construction. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

11.4 No Assignment or Transfer; Beneficiaries. Except as otherwise provided by the Administrator to the extent not prohibited under Section A.1.(5) of the general instructions of Form S-8, as may be amended from time to time, Awards under the Plan shall not be assignable or transferable by the Participant, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge. Notwithstanding the foregoing, in the event of the death of a Participant, except as otherwise provided by the Administrator, an outstanding Award shall become payable to the Participant's beneficiary as determined under the Company 401(k) retirement plan or other applicable retirement or pension plan. In lieu of such determination, a Participant may, from time to time, name any beneficiary or beneficiaries to receive any benefit in case of the Participant's death before the Participant receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant and will be effective only when filed by the Participant in writing (in such form or manner as may be prescribed by the Administrator) with the Company during the Participant's lifetime. In the absence of a valid designation as provided above, if no validly designated beneficiary survives the Participant or if each surviving validly designated beneficiary is legally impaired or prohibited from receiving the benefits under an Award, the Participant's beneficiary shall be the legatee or legatees of such Award designated under the Participant's last will or by such Participant's executors, personal representatives or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution. The Administrator may provide in the terms of an Award Agreement or in any other manner prescribed by the Administrator that the Participant shall have the right to designate a beneficiary or beneficiaries who shall be entitled to any rights, payments or other benefits specified under an Award following the Participant's death. Any transfer permitted under this Section 11.4 shall be for no consideration.

11.5 Rights as Stockholder. A Participant shall have no rights as a holder of Shares with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. No adjustment or other provision shall be made for dividends or other stockholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Administrator may determine in its discretion the manner of delivery of Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts or any other means as the Administrator, in its discretion, deems appropriate.

11.6 Trading Policy and Other Restrictions. Transactions involving Awards under the Plan shall be subject to the Company's insider trading and other restrictions, terms, conditions and policies, established by the Administrator from time to time or by applicable law.

11.7 Unfunded Plan. The adoption of the Plan and any reservation of Shares or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of Shares pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

11.8 Other Compensation and Benefit Plans. The adoption of the Plan shall not affect any other share incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of share incentive or other compensation or benefit program for employees or other service providers of the Company or any Subsidiary. The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute includable compensation for purposes of determining the amount of benefits to which a Participant is entitled under any other compensation or benefit plan or program of the Company or a Subsidiary, including under any pension or severance benefits plan, except to the extent specifically provided by the terms of any such plan.

11.9 Plan Binding on Transferees. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator and permitted transferees and beneficiaries.

11.10 Severability. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

11.11 No Fractional Shares. No evidence of book entry shares representing any fractional shares shall be issued in connection with the issuance of any Shares (and instead the total number of Shares a Participant shall be entitled to receive shall be rounded down to the nearest whole Share). In lieu of the issuance of any such fractional share, the Company shall pay to each Participant would be entitled to receive such fractional share an amount in cash (rounded up to the nearest cent) determined by multiplying (a) the VWAP of the Shares on the date the applicable Triggering Event occurs by (b) the fraction of a Share (rounded to the nearest thousandth when expressed in decimal form) of a Share, which such holder would otherwise be entitled to receive pursuant to the Plan.

11.12 No Guarantees Regarding Tax Treatment. Neither the Company nor the Administrator make any guarantees to any person regarding the tax treatment of Awards or payments made under the Plan. Neither the Company nor the Administrator has any obligation to take any action to prevent the assessment of any tax on any person with respect to any Award under Section 409A of the Code, Section 4999 of the Code or otherwise and neither the Company nor the Administrator shall have any liability to a person with respect thereto.

11.13 Awards to Non-U.S. Participants. To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries or affiliates operates or has Employees, Directors or Consultants, the Administrator, in its sole discretion, shall have the power and authority to (a) modify the terms and conditions of any Award granted to Participants outside the United States to comply with applicable foreign laws, (b) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals and (c) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 11.13 by the Administrator shall be attached to the Plan document as appendices.

11.14 Forfeiture Events. The Administrator may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include termination of service for cause, violation of laws, regulations or material Company policies, breach of noncompetition, non-solicitation, confidentiality or other restrictive covenants that may apply to the Participant, application of any Company compensation recovery, "clawback", policy relating to financial restatement, or other conduct by the Participant that is detrimental to the business or reputation of the Company or similar policy, as may be in effect from time to time. Each award shall be subject to any compensation recovery, "clawback" or similar policy made applicable by law, including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed (the "Policy"). By accepting an Award hereunder, the Participant acknowledges and agrees that the Policy, whenever adopted, shall apply to such Award, and all incentive-based compensation payable pursuant to such Award shall be subject to forfeiture and repayment pursuant to the terms of the Policy.

11.15 Language. Where there is any conflict between the terms of the English version of the Plan, the Awards and/or any ancillary documents and a version in any other language, the English language version will prevail.

12. Term of Plan. The Plan will become effective upon the latest to occur of (a) its adoption by the Board, (b) approval by the Company's stockholders, or (c) the Closing Date (the "Effective Date"). The Plan will continue in effect until the tenth anniversary of the Effective Date unless earlier terminated under Section 13.

13. Amendment and Termination of the Plan.

13.1 Amendment and Termination. The Administrator, in its sole discretion, may amend, alter, suspend or terminate the Plan or any part thereof, at any time and for any reason, provided that, that the Triggering Events and Acceleration Event cannot be modified, waived or accelerated unless the same treatment is applicable to the Stockholder Allocable Amount under the Business Combination Agreement.

13.2 Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary or desirable to comply with Applicable Laws.

13.3 Consent of Participants Generally Required. Subject to Section 13.4 below, no amendment, alteration, suspension or termination of the Plan or an Award under it will materially impair the rights of any Participant without the Participant's consent. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it regarding Awards granted under the Plan prior to such termination.

13.4 Exceptions to Consent Requirement.

(a) A Participant's rights will not be deemed to have been impaired by any amendment, alteration, suspension or termination if the Administrator, in its sole discretion, determines that the amendment, alteration, suspension or termination taken as a whole, does not materially impair the Participant's rights; and

(b) Subject to any limitations of Applicable Laws, the Administrator may amend the terms of any one or more Awards without the affected Participant's consent even if it does materially impair the Participant's right if such amendment is done:

(i) in a manner specified by the Plan,

(ii) to clarify the manner of exemption from Code Section 409A or compliance with any requirements necessary to avoid the imposition of additional tax or interest under Code Section 409A(a)(1)(B), or

(iii) to comply with other Applicable Laws.

14. Conditions Upon Issuance of Shares.

14.1 Securities Law Compliance. No Shares will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the Shares may be listed, have been fully met. As a condition precedent to the issuance of Shares pursuant to the grant or exercise of an Award, the Company may require the Participant to take any action that the Company determines is necessary or advisable to meet such requirements. The Administrator may impose such conditions on any Shares issuable under the Plan as it may deem advisable, including restrictions under the Securities Act, under the requirements of any exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares. The Administrator may also require the Participant to represent and warrant at the time of issuance or transfer that the Shares are being acquired solely for investment purposes and without any current intention to sell or distribute such shares.

14.2 Failure to Accept Award. If a Participant has not accepted an Award to the extent such acceptance has been requested or required by the Company or has not taken all administrative and other steps (e.g., setting up an account with a broker designated by the Company) necessary for the Company to issue Shares upon the vesting or settlement of the Award prior to the first date the Shares subject to such Award are scheduled to vest, then the portion of the Award scheduled to vest on such date will be cancelled on such date and such Shares subject to the Award immediately will revert to the Plan for no additional consideration unless otherwise provided by the Administrator.

Exhibit 10.11

THE GETTY IMAGES HOLDINGS, INC.

2022 EMPLOYEE STOCK PURCHASE PLAN

1. General; Purpose.

(a) The Plan provides a means by which Eligible Employees and/or Eligible Service Providers of either the Company or a Designated Company may be given an opportunity to purchase Common Stock. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees and/or Eligible Service Providers.

(b) The Company, by means of the Plan, seeks to retain and assist its Related Corporations or Affiliates in retaining the services of such Eligible Employees and Eligible Service Providers, to secure and retain the services of new Eligible Employees and Eligible Service Providers and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations and Affiliates.

(c) The Plan includes two components: a 423 Component and a Non-423 Component. The Company intends (but makes no undertaking or representation to maintain) the 423 Component to qualify as an Employee Stock Purchase Plan. The provisions of the 423 Component, accordingly, will be construed in a manner that is consistent with the requirements of Section 423 of the Code, including without limitation, to extend and limit Plan participation in a uniform and non-discriminating basis. In addition, this Plan authorizes grants of Purchase Rights under the Non-423 Component that do not meet the requirements of an Employee Stock Purchase Plan. Except as otherwise provided in the Plan or determined by the Board, the Non-423 Component will operate and be administered in the same manner as the 423 Component. In addition, the Company may make separate Offerings which vary in terms (provided that such terms are not inconsistent with the provisions of the Plan and, with respect to the 423 Component, the requirements of an Employee Stock Purchase Plan), and the Company will designate which Designated Company is participating in each separate Offering and if any Eligible Service Providers will be eligible to participate in a separate Offering. Eligible Employees will be able to participate in the 423 Component or Non-423 Component of the Plan. Eligible Service Providers will only be able to participate in the Non-423 Component of the Plan.

2. Administration.

(a) The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine how and when Purchase Rights will be granted and the provisions of each Offering (which need not be identical).

(ii) To designate from time to time which Related Corporations will be eligible to participate in the Plan as Designated 423 Corporations or as Designated Non-423 Corporations, which Affiliates will be eligible to participate in the Plan as Designated Non-423 Corporations, and which Designated Companies will participate in each separate Offering (to the extent that the Company makes separate Offerings).

(iii) To designate from time to time which persons will be Eligible Service Providers and which Eligible Service Providers will participate in each separate Offering (to the extent that the Company makes separate Offerings).

(iv) To construe and interpret the Plan and Purchase Rights, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it deems necessary or expedient to make the Plan fully effective.

(v) To settle all controversies regarding the Plan and Purchase Rights granted under the Plan.

(vi) To suspend or terminate the Plan at any time as provided in Section 12.

(vii) To amend the Plan at any time as provided in Section 12.

(viii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company, its Related Corporations, and Affiliates and to carry out the intent that the 423 Component be treated as an Employee Stock Purchase Plan.

(ix) To adopt such rules, procedures and sub-plans relating to the operation and administration of the Plan as are necessary or appropriate under applicable local laws, regulations and procedures to permit or facilitate participation in the Plan by Employees or Eligible Service Providers who are non-U.S. nationals or employed or providing services or located or otherwise subject to the laws of a jurisdiction outside the United States. Without limiting the generality of, but consistent with, the foregoing, the Board specifically is authorized to adopt rules, procedures, and sub-plans, which, for purposes of the Non-423 Component, may be beyond the scope of Section 423 of the Code, regarding, without limitation, eligibility to participate in the Plan, handling and making of Contributions, establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock issuances, any of which may vary according to applicable requirements.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board will have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. Stock Subject to the Plan.

(a) Subject to the provisions of Section 11(a) relating to Capitalization Adjustments and Section 3(b), the maximum number of shares of Common Stock that may be issued under the Plan (the "Share Reserve") will not exceed 5,000,000 shares of Common Stock. For the avoidance of doubt, up to the maximum number of shares of Common Stock reserved under this Section 3(a) may be used to satisfy purchases of Common Stock under the 423 Component and any remaining portion of such maximum number of shares may be used to satisfy purchases of Common Stock under the Non-423 Component.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the shares of Common Stock not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The stock purchasable under the Plan will be shares of authorized but unissued or reacquired shares of Common Stock, including shares repurchased by the Company on the open market.

(d) Any sub-plan adopted pursuant to Section 2(b)(ix) of the Plan shall be subject to the limits on shares of Common Stock under the Plan (inclusive of any adjustments), and shall be subject to the same share recycling provisions as the Plan (relating to purchase rights granted that terminate without having been exercised in full).

4. Grant of Purchase Rights; Offering.

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees and/or Eligible Service Providers under an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Board. Each Offering will be in such form and will contain such terms and conditions as the Board will deem appropriate, and, with respect to the 423 Component, will comply with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights will have the same rights and privileges. The terms and conditions of an Offering will be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the Offering Document or otherwise) the period during which the Offering will be effective, which period will not exceed 27 months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in forms delivered to the Company: (i) each form will apply to all of his or her Purchase Rights under the Plan, and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) will be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later- granted Purchase Right if different Purchase Rights have identical exercise prices) will be exercised.

(c) The Board will have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on the first Trading Day of a new Purchase Period within that Offering is less than or equal to the Fair Market Value of a share of Common Stock on the Offering Date for that Offering, then (i) that Offering will terminate immediately as of that first Trading Day, and (ii) the Participants in such terminated Offering will be automatically enrolled in a new Offering beginning on the first Trading Day of such new Offering Period and Purchase Period.

5. Eligibility.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate in accordance with Section 2(b), to Employees of a Related Corporation or, solely with respect to the Non-423 Component, Employees of an Affiliate or Eligible Service Providers.

(b) The Board may provide that Employees will not be eligible to be granted Purchase Rights under the Plan if, on the Offering Date, the Employee (i) has not completed at least two years of service since the Employee's last hire date (or such lesser period of time as may be determined by the Board in its discretion), (ii) customarily works not more than 20 hours per week (or such lesser period of time as may be determined by the Board in its discretion), (iii) customarily works not more than five months per calendar year (or such lesser period of time as may be determined by the Board in its discretion), (iv) is an Officer, or (v) is a highly compensated employee within the meaning of Section 423(b)(4)(D) of the Code. Unless otherwise determined by the Board for any Offering Period, an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee customarily works more than 20 hours per week and more than five months per calendar year, and has been employed by the Company, a Related Corporation, or an Affiliate, as the case may be, for at least three continuous months preceding such Offering Date.

(c) With respect to the 423 Component, no Employee will be eligible for the grant of any Purchase Rights if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation. For purposes of this Section 5(c), the rules of Section 424(d) of the Code will apply in determining the stock ownership of any Employee, and common stock which such Employee may purchase under all outstanding Purchase Rights and options will be treated as stock owned by such Employee.

(d) With respect to the 423 Component, as specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate which, when aggregated, exceeds U.S. $25,000 of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time. Subject to the above annual limit, the maximum number of shares of Common Stock that an Eligible Employee may purchase in any Offering Period shall not exceed the quotient of (i) $25,000 divided by (ii) the Fair Market Value of Common Stock on the first day of such Offering Period.

(e) An Eligible Service Provider will not be eligible to be granted Purchase Rights unless the Eligible Service Provider is providing bonafide services to the Company or a Designated Company on the applicable Offering Date.

(f) Notwithstanding anything set forth herein except for Section 5(e) above, the Board may establish additional eligibility requirements, or fewer eligibility requirements, for Employees and/or Eligible Service Providers with respect to Offerings made under the Non-423 Component even if such requirements are not consistent with Section 423 of the Code.

6. Purchase Rights; Purchase Price.

(a) On each Offering Date, each Eligible Employee or Eligible Service Provider, pursuant to an Offering made under the Plan, will be granted a Purchase Right to purchase up to that number of shares of Common Stock (rounded down to the nearest whole share) purchasable either with a percentage or with a maximum dollar amount, as designated by the Board; provided however, that with respect to the 423 Component, in the case of Eligible Employees, such percentage or maximum dollar amount will in either case not exceed 10% of such Employee's earnings (as defined by the Board in each Offering) during the period that begins on the Offering Date (or such later date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date will be no later than the end of the Offering, unless otherwise provided for in an Offering.

(b) The Board will establish one or more Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and shares of Common Stock will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify (i) a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering, and (iii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of shares of Common Stock issuable on exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the shares of Common Stock (rounded down to the nearest whole share) available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of shares of Common Stock acquired pursuant to Purchase Rights will be not less than the lesser of (but in no event lower than the par value per share of Common Stock):

(i) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the Offering Date; or

(ii) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the applicable Purchase Date.

7. Participation; Withdrawal; Termination.

(a) An Eligible Employee may elect to authorize payroll deductions as the means of making Contributions by completing and delivering to the Company, within the time specified by the Company, an enrollment form provided by the Company or any third party designated by the Company (each, a "Company Designee"). The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Board. Each Participant's Contributions will be credited to a bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where applicable laws or regulations require that Contributions be deposited with a Company Designee or otherwise be segregated.

(b) If permitted in the Offering, a Participant may begin Contributions with the first payroll or payment date occurring on or after the Offering Date (or, in the case of a payroll date or payment date that occurs after the end of the prior Offering but before the Offering Date of the next new Offering, Contributions from such payroll or payment will be included in the new Offering) or on such other date as set forth in the Offering. If permitted in the Offering, a Participant may thereafter reduce (including to zero) or increase his or her Contributions. If required under applicable laws or regulations or if specifically provided in the Offering, in addition to or instead of making Contributions by payroll deductions, a Participant may make Contributions through a payment by cash, check, wire transfer or another approved manner with respect to the Non-423 Component prior to a Purchase Date, in a manner directed by the Company or a Company Designee.

(c) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company or a Company Designee a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. On such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute as soon as practicable to such Participant all of his or her accumulated but unused Contributions without interest and such Participant's Purchase Right in that Offering will then terminate. A Participant's withdrawal from that Offering will have no effect on his or her eligibility to participate in any other Offerings under the Plan, but such Participant will be required to deliver a new enrollment form to participate in subsequent Offerings.

(d) Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Eligible Employee or Eligible Service Provider for any reason or for no reason, or (ii) is otherwise no longer eligible to participate. The Company shall have the exclusive discretion to determine when Participant is no longer actively providing services and the date of the termination of employment or service for purposes of the Plan. As soon as practicable, the Company will distribute to such individual all of his or her accumulated but unused Contributions without interest.

(e) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 10.

(f) Unless otherwise specified in the Offering or required by applicable laws, the Company will have no obligation to pay interest on Contributions.

8. Exercise of Purchase Rights.

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of shares of Common Stock (rounded down to the nearest whole share), up to the maximum number of shares of Common Stock permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares will be issued unless specifically provided for in the Offering.

(b) Unless otherwise provided in the Offering, if any amount of accumulated Contributions remains in a Participant's account after the purchase of shares of Common Stock on the final Purchase Date in an Offering, then such remaining amount will roll over to the next Offering.

(c) No Purchase Rights may be exercised to any extent unless the shares of Common Stock to be issued on such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable U.S. federal and state, non-U.S. and other securities, exchange control and other laws applicable to the Plan. If on a Purchase Date the shares of Common Stock are not so registered or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and the Purchase Date will be delayed until the shares of Common Stock are subject to such an effective registration statement and the Plan is in material compliance, except that the Purchase Date will in no event be more than three (3) months from the original Purchase Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the shares of Common Stock are not registered and the Plan is not in compliance with all applicable laws or regulations, as determined by the Company in its sole discretion, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed as soon as practicable to the Participants without interest.

9. Covenants of the Company. The Company will seek to obtain from each U.S. federal or state, non-U.S. or other regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Purchase Rights and issue and sell shares of Common Stock thereunder unless the Company determines, in its sole discretion, that doing so would cause the Company to incur costs that are unreasonable. If, after commercially reasonable efforts, the Company is unable to obtain the authority that counsel for the Company deems necessary for the grant of Purchase Rights or the lawful issuance and sale of Common Stock under the Plan, and at a commercially reasonable cost, the Company will be relieved from any liability for failure to grant Purchase Rights or to issue and sell Common Stock on exercise of such Purchase Rights.

10. Designation of Beneficiary.

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating any beneficiary or beneficiaries who will receive any shares of Common Stock or Contributions from the Participant's account under the Plan if the Participant dies before such shares of Common Stock or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Each such designation shall revoke all prior designations by the same Participant and will be effective only when filed by the Participant in writing (on a form approved by the Company or as approved by the Company for use by a Company Designee) with the Company during the Participant's lifetime.

(b) In the absence of a valid designation as provided in Section 10(a) above, if no validly designated beneficiary survives the Participant or if each surviving validly designated beneficiary is legally impaired or prohibited from receiving any shares of Common Stock or Contributions, the Participant's beneficiary shall be the legatee or legatees designated under the Participant's last will or by such Participant's executors, personal representatives or distributees of such shares of Common Stock or Contributions in accordance with the Participant's will or the laws of descent and distribution. If no executor or administrator has been appointed (to the knowledge of the Company), the Company, in its sole discretion, may deliver such shares of Common Stock and Contributions, without interest, to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate. Any transfer permitted under this Section 10 shall be for no consideration.

11. Capitalization Adjustments; Dissolution or Liquidation; Change in Control.

(a) In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights, and (iii) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Board will make these adjustments, and its determination will be final, binding, and conclusive.

(b) In the event of a dissolution or liquidation of the Company, the Board will shorten any Offering then in progress by setting a New Purchase Date prior to the consummation of such proposed dissolution or liquidation. The Board will notify each Participant in writing, prior to the New Purchase Date that the Purchase Date for the Participant's Purchase Rights has been changed to the New Purchase Date and that such Purchase Rights will be automatically exercised on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Offering as provided in Section 7.

(c) In the event of a Change in Control, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Change in Control) for outstanding Purchase Rights, or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase shares of Common Stock (rounded down to the nearest whole share) prior to the Change in Control under the outstanding Purchase Rights (with such actual date to be determined by the Board in its sole discretion), and the Purchase Rights will terminate immediately after such purchase. The Board will notify each Participant in writing, at least ten (10) business days prior to the New Purchase Date that the Purchase Date for the Participant's Purchase Rights has been changed to the New Purchase Date and that such Purchase Rights will be automatically exercised on the New Purchase Date, unless prior to such date the Participant has withdrawn from the Offering as provided in Section 7.

12. Amendment, Termination or Suspension of the Plan.

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 11(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by applicable laws, regulations or listing requirements, including any amendment that either (i) increases the number of shares of Common Stock available for issuance under the Plan, (ii) expands the class of individuals eligible to become Participants and receive Purchase Rights, (iii) materially increases the benefits accruing to Participants under the Plan or reduces the price at which shares of Common Stock may be purchased under the Plan, (iv) extends the term of the Plan, or (v) expands the types of awards available for issuance under the Plan, but in each of (i) through (v) above only to the extent stockholder approval is required by applicable laws, regulations, or listing requirements.

(b) The Board may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements, and obligations under any outstanding Purchase Rights granted before an amendment, suspension, or termination of the Plan will not be materially impaired by any such amendment, suspension, or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the date the Plan is adopted by the Board, or (iii) as necessary to obtain or maintain any special tax, listing, or regulatory treatment. To be clear, the Board may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right or the 423 Component complies with the requirements of Section 423 of the Code.

13. Sections 409A and 457A of the Code; Tax Qualification.

(a) Purchase Rights granted under the 423 Component are intended to be exempt from the application of Section 409A of the Code. Purchase Rights granted under the Non-423 Component to U.S. taxpayers are intended to be exempt from the application of Section 409A of the Code under the short-term deferral exception and any ambiguities will be construed and interpreted in accordance with such intent. Subject to Section 13(b) below, Purchase Rights granted to U.S. taxpayers under the Non-423 Component will be subject to such terms and conditions that will permit such Purchase Rights to satisfy the requirements of the short-term deferral exception or other exemption available under Section 409A of the Code, including the requirement that the shares subject to a Purchase Right be delivered within the short-term deferral period. Subject to Section 13(b) below, in the case of a Participant who would otherwise be subject to Section 409A of the Code, to the extent the Board determines that a Purchase Right or the exercise, payment, settlement, or deferral thereof is subject to Section 409A of the Code, the Purchase Right will be granted, exercised, paid, settled, or deferred in a manner that will comply with Section 409A of the Code, including U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the adoption of the Plan. Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(b) Purchase Rights are intended to be exempt from the application of Section 457A of the Code. In the event that the Committee determines that Purchase Rights may be subject to Section 457A of the Code, the Committee may, in its sole discretion and without a Participant's prior consent, amend the Plan and/or adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (i) exempt the Plan and/or any Purchase Right from the application of Section 457A, (ii) preserve the intended tax treatment of any such Purchase Right, or (iii) comply with the requirements of Section 457A, including without limitation any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of the grant. To the extent that a Purchase Right constitutes deferred compensation subject to Section 457A, such Purchase Right will be subject to taxation in accordance with Section 457A. Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 457A of the Code or any damages for failing to comply with Section 457A of the Code.

(c) Although the Company may endeavor to (i) qualify a Purchase Right for special tax treatment under the laws of the United States or jurisdictions outside of the United States, or (ii) avoid adverse tax treatment (*e.g.*, under Section 409A or Section 457A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain special or to avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan, including Section 13(a) above. The Company will be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants under the Plan.

14. Effective Date of Plan. The Plan will become effective on the Effective Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted (or, if required under Section 12(a) above, amended) by the Board.

15. Miscellaneous Provisions.

(a) Proceeds from the sale of shares of Common Stock pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, shares of Common Stock subject to Purchase Rights unless and until the Participant's shares of Common Stock acquired on exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offerings do not constitute an employment or service contract. Nothing in the Plan or in the Offerings will in any way alter the at-will nature of a Participant's employment, if applicable, or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue his or her employment or service relationship with the Company, a Related Corporation, or an Affiliate, or on the part of the Company, a Related Corporation, or an Affiliate to continue the employment or service of a Participant.

(d) The provisions of the Plan will be governed by the laws of the State of Delaware.

(e) If any particular provision of the Plan is found to be invalid or otherwise unenforceable, such provision will not affect the other provisions of the Plan, but the Plan will be construed in all respects as if such invalid provision were omitted.

(f) If any provision of the Plan does not comply with applicable laws or regulations, such provision will be construed in such a manner as to comply with applicable laws or regulations.

(g) Where there is any conflict between the terms of the English version of the Plan, the awards and/or any ancillary documents and a version in any other language, the English language version will prevail.

16. Definitions. As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "423 Component" means the part of the Plan, which excludes the Non-423 Component, pursuant to which Purchase Rights that satisfy the requirements for an Employee Stock Purchase Plan may be granted to Eligible Employees.

(b) "Affiliate" means any entity, other than a Related Corporation, in which the Company has an equity or other ownership interest or that is directly or indirectly controlled by, controls, or is under common control with the Company, in all cases, as determined by the Committee.

(c) "Board" means the Board of Directors of the Company.

(d) "Capitalization Adjustment" means, with respect to the Common Stock subject to the Plan or subject to any Purchase Right after the date the Plan is adopted by the Board, a stock split, reverse stock split, stock dividend, combination, consolidation, recapitalization (including a recapitalization through a large nonrecurring cash dividend) or reclassification of the Common Stock, subdivision of the Common Stock, a rights offering, a reorganization, merger, spin-off, split-up, repurchase, or exchange of Common Stock or other securities of the Company or other significant corporate transaction, or other change affecting the Common Stock occurs.

(e) "Change in Control" means, and shall occur, if:

(i) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of shares of Common Stock), is or becomes the "beneficial owner" (as defined in Rule 13d- 3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities; provided, that a Change in Control shall not be deemed to occur pursuant to this Section 16(e)(i) as a result of any of the Significant Investors becoming the beneficial owner, directly or indirectly, of securities held by another Significant Investor, except for any such transaction that results in the Company no longer being listed on a national securities exchange (a "Significant Investor Transaction");

(ii) during any period of two consecutive years (the "*Board Measurement Period*") individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in paragraph (i), (iii), or (iv) of this section, a director initially elected or nominated as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board), or a director whose appointment results from a change in nomination rights of a Significant Investor as a result of a Significant Investor Transaction whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the Board Measurement Period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(iii) a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity (or, as applicable, a direct or indirect parent of the Company or such surviving entity) outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than those covered by the exceptions in Section 16(e)(i) above) acquires more than 50% of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or

(iv) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets that has been approved by the stockholders of the Company other than (i) the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of the Company at the time of the sale or disposition or (ii) pursuant to a spinoff type transaction, directly or indirectly, of such assets to the stockholders of the Company.

Notwithstanding the foregoing, to the extent necessary to comply with Section 409A of the Code with respect to the payment of "nonqualified deferred compensation," "Change in Control" shall be limited to a "change in control event" as defined under Section 409A of the Code.

(f) "Code" means the U.S. Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(g) "Committee" means (i) the Compensation Committee of the Board, (ii) such other committee of no fewer than two members of the Board who are appointed by the Board to administer the Plan or (iii) the Board, as determined by the Board.

(h) "Common Stock" means the Class A common shares of the Company, par value $0.0001 per share (and any shares or other securities into which such Common Stock may be converted or into which it may be exchanged).

(i) "Company" means Getty Images Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

(j) "Contributions" means the payroll deductions or other payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already contributed the maximum permitted amount of payroll deductions and other payments during the Offering.

(k) "Designated 423 Corporation" means any Related Corporation selected by the Board as participating in the 423 Component.

(l) "Designated Company" means any Designated Non-423 Corporation or Designated 423 Corporation.

(m) "Designated Non-423 Corporation" means any Related Corporation or Affiliate selected by the Board as participating in the Non-423 Component.

(n) "Director" means a member of the Board.

(o) "Effective Date" means the Closing Date (as defined in the Merger Agreement).

(p) "Eligible Employee" means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan. For purposes of the Plan, the employment relationship will be treated as continuing intact while the Employee is on sick leave or other leave of absence approved by the Company or a Related Corporation or Affiliate and meeting the requirements of Treas. Reg. § 1.421-1(h)(2) that directly employs the Employee. Where the period of leave exceeds three (3) months and the Employee's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated three (3) months and one day following the commencement of such leave or such other period specified in Treas. Reg. § 1.421-1(h)(2).

(q) "Eligible Service Provider" means a natural person other than an Employee or Director who (i) is designated by the Committee to be an "Eligible Service Provider," (ii) provides bonafide services to the Company or a Related Corporation, and (iii) meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such person also meets the requirements for eligibility to participate set forth in the Plan.

(r) "Employee" means any person, including an Officer or Director, who is treated as an employee within the meaning of Section 3401(c) of the Code in the records of the Company or a Related Corporation or Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(s) "Employee Stock Purchase Plan" means a plan that grants Purchase Rights intended to be options issued under an "employee stock purchase plan," as that term is defined in Section 423(b) of the Code.

(t) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

(u) "Fair Market Value" means, as applied to a specific date, the price of a share of Common Stock that is based on the opening, closing, actual, high, low or average selling prices of a share of Common Stock reported on any established stock exchange or national market system including without limitation the National Association of Securities Dealers, Inc. Automated Quotation System, the New York Stock Exchange and the National Market System on the applicable date, the preceding trading day, the next succeeding trading day, or an average of trading days, as determined by the Committee in its discretion. Unless the Committee determines otherwise, Fair Market Value shall be deemed to be equal to the closing price of a share of Common Stock on the date as of which Fair Market Value is to be determined, or if shares of Common Stock are not publicly traded on such date, as of the most recent date on which shares of Common Stock were publicly traded. Notwithstanding the foregoing, if the Common Stock is not traded on any established stock exchange or national market system, the Fair Market Value means the price of a share of Common Stock as established by the Committee.

(v) "New Purchase Date" means a new Purchase Date set by shortening any Offering then in progress.

(w) "Non-423 Component" means the part of the Plan, which excludes the 423 Component, pursuant to which Purchase Rights that are not intended to satisfy the requirements for an Employee Stock Purchase Plan may be granted to Eligible Employees and Eligible Service Providers.

(x) "Offering" means the grant to Eligible Employees or Eligible Service Providers of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the "Offering Document" approved by the Board for that Offering.

(y) "Offering Date" means a date selected by the Board for an Offering to commence.

(z) "Offering Period" means a period with respect to which the right to purchase Common Stock may be granted under the Plan, as determined by the Board pursuant to the Plan.

(aa) "Officer" means a person who is an officer of the Company or a Related Corporation or Affiliate within the meaning of Section 16 of the Exchange Act.

(bb) "Participant" means an Eligible Employee or Eligible Service Provider who holds an outstanding Purchase Right.

(cc) "Person" means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company or other legal entity. All references to Person shall include an individual Person or a group (as defined in Rule 13d-5 under the Exchange Act) of Persons.

(dd) "Plan" means this Getty Images Holdings, Inc. 2022 Employee Stock Purchase Plan, including both the 423 Component and the Non-423 Component, as amended from time to time.

(ee) "Purchase Date" means one or more dates during an Offering selected by the Board on which Purchase Rights will be exercised and on which purchases of shares of Common Stock will be carried out in accordance with such Offering.

(ff) "Purchase Period" means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following an Offering Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(gg) "Purchase Right" means an option to purchase shares of Common Stock granted pursuant to the Plan.

(hh) "Related Corporation" means any "parent corporation" or "subsidiary corporation" of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(ii) "Securities Act" means the U.S. Securities Act of 1933, as amended.

(jj) "Significant Investor Transaction" has the meaning set forth in Section 16(e)(i) hereof.

(kk) "Significant Investors" shall mean the Koch Icon Investment, LLC, a Delaware limited liability company, and its Affiliates and the Family Investors.

(ll) "Trading Day" means any day on which the exchange or market on which shares of Common Stock are listed is open for trading.

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Exhibit 10.12

THE GETTY IMAGES HOLDINGS, INC. 2022 EQUITY INCENTIVE PLAN

1. Purpose. The purpose of the Getty Images Holdings, Inc. 2022 Equity Incentive Plan is to further align the interests of eligible participants with those of the Company's stockholders by providing incentive compensation opportunities tied to the performance of the Company and its Common Stock. The Plan is intended to advance the interests of the Company and increase stockholder value by attracting, retaining and motivating key personnel upon whose judgment, initiative and effort the successful conduct of the Company's business is largely dependent.

2. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth below:

"*Affiliate*" means, with respect to a Person, any other Person directly or indirectly controlling, controlled by, or under common control with such first Person.

"*Award*" means a Stock Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit, Cash Award or other Stock-Based Award granted under the Plan.

"*Award Agreement*" means a notice or an agreement entered into between the Company and a Participant or provided by the Company to a Participant setting forth the terms and conditions of an Award granted to a Participant as provided in Section 14.2 hereof.

"*Board*" means the Board of Directors of the Company.

"*Cash Award"* means an Award granted pursuant to Section 10.3 of the Plan and payable in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

"*Cause*" has the meaning set forth in Section 12.2 hereof.

"*Change in Control*" has the meaning set forth in Section 11.3 hereof.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Committee*" means (i) the Compensation Committee of the Board, (ii) such other committee of no fewer than two members of the Board who are appointed by the Board to administer the Plan or (iii) the Board, as determined by the Board.

"*Common Stock*" means the Company common stock, par value $0.0001 per share (and any shares or other securities into which such Common Stock may be converted or into which it may be exchanged).

"*Company*" means Getty Images Holdings, Inc. (f/k/a the Vector Holding, LLC), a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

"*Date of Grant*" means the date on which an Award under the Plan is granted by the Committee or such later date as the Committee may specify to be the effective date of an Award.

"*Disability*" means, unless otherwise defined in an Award Agreement, a disability described in Treasury Regulations Section 1.409A-3(i)(4)(i)(A). A Disability shall be deemed to occur at the time of the determination by the Committee of the Disability.

"*Effective Date*" has the meaning set forth in Section 15.1 hereof.

"Eligible Employee" means each employee of the Company or any of its Affiliates. An employee on a leave of absence may be an Eligible Employee, as determined by the Committee.

"*Eligible Person*" means any Person who is an officer, Eligible Employee, Non-Employee Director, or any natural person who is a consultant or other personal service provider of the Company or any of its Subsidiaries.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"*Fair Market Value*" means, as applied to a specific date, the price of a share of Common Stock that is based on the opening, closing, actual, high, low or average selling prices of a share of Common Stock reported on any established stock exchange or national market system including without limitation the National Association of Securities Dealers, Inc. Automated Quotation System, the New York Stock Exchange ("*NYSE*") and the National Market System on the applicable date, the preceding trading day, the next succeeding trading day, or an average of trading days, as determined by the Committee in its discretion. Unless the Committee determines otherwise or unless otherwise specified in an Award Agreement, Fair Market Value shall be deemed to be equal to the closing price of a share of Common Stock on the date as of which Fair Market Value is to be determined, or if shares of Common Stock are not publicly traded on such date, as of the most recent date on which shares of Common Stock were publicly traded. Notwithstanding the foregoing, if the Common Stock is not traded on any established stock exchange or national market system, the Fair Market Value means the price of a share of Common Stock as established by the Committee.

"*Family Investors*" means (i) any trust the beneficiaries of which are all Getty Family Members (each, a "Getty Trust"), (ii) any Getty Family Member but only in connection with a distribution from any Getty Trust with respect to which such Getty Family Member is a beneficiary, (iii) any other Person with respect to which all of the outstanding equity interests are owned beneficially and of record solely by Getty Family Members and/or Getty Trusts and (iv) in the case of any Getty Family Member, any other Person to whom securities are transferred by the laws of descent and distribution if such Getty Family Member is intestate.

"*Getty Family Member*" means any lineal descendant of J. Paul Getty (including children of any such lineal descendant by adoption and step children) or the spouse of any such lineal descendant.

"*Incentive Stock Option*" means a Stock Option granted under Section 6 hereof that is intended to meet the requirements of Section 422 of the Code and the regulations thereunder.

"*Non-Employee Director*" means a member of the Board who is not an employee of the Company or any of its Subsidiaries.

"*Nonqualified Stock Option*" means a Stock Option granted under Section 6 hereof that does not qualify as an Incentive Stock Option.

"*Participant*" means any Eligible Person who holds an outstanding Award under the Plan.

"*Person*" means an individual, corporation, partnership, association, trust, unincorporated organization, limited liability company or other legal entity. All references to Person shall include an individual Person or a group (as defined in Rule 13d-5 under the Exchange Act) of Persons.

"*Plan*" means the Getty Images Holdings, Inc. Equity Incentive Plan as set forth herein, effective as of the Effective Date and as may be amended from time to time, as provided herein, and includes any sub-plan or appendix that may be created and approved by the Board to allow Eligible Persons of Subsidiaries to participate in the Plan.

"*Restricted Stock Award*" means a grant of shares of Common Stock to an Eligible Person under Section 8 hereof that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Restricted Stock Unit*" means a contractual right granted to an Eligible Person under Section 9 hereof representing notional unit interests equal in value to a share of Common Stock to be paid or distributed at such times, and subject to such conditions, as set forth in the Plan and the applicable Award Agreement.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"*Service*" means a Participant's employment with the Company or any Subsidiary or a Participant's service as a Non-Employee Director, consultant or other service provider with the Company or any Subsidiary, as applicable.

"*Significant Investor Transaction*" has the meaning set forth in Section 11.3(a) hereof.

"*Significant Investors*" shall mean the Koch Icon Investment, LLC, a Delaware limited liability company, and its Affiliates and the Family Investors.

"*Stock Appreciation Right*" means a contractual right granted to an Eligible Person under Section 7 hereof entitling such Eligible Person to receive a payment, representing the excess of the Fair Market Value of a share of Common Stock over the base price per share of the right, at such time, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Stock-Based Award*" means a grant of shares of Common Stock or any award that is valued by reference to shares of Common Stock to an Eligible Person under Section 10 hereof.

"*Stock Option*" means a contractual right granted to an Eligible Person under Section 6 hereof to purchase shares of Common Stock at such time and price, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Subsidiary*" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company or any other Affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such Affiliated status; provided, however, that with respect to Incentive Stock Options, the term "Subsidiary" shall include only an entity that qualifies under Section 424(f) of the Code as a "subsidiary corporation" with respect to the Company.

"*Treasury Regulations*" means regulations promulgated by the United States Treasury Department.

3. Administration.

3.1 *Committee Members*. The Plan shall be administered by the Committee. To the extent deemed necessary by the Board, each Committee member shall satisfy the requirements for (i) an "independent director" under rules adopted by the NYSE or other principal exchange on which the Common Stock is then listed and (ii) a "nonemployee director" within the meaning of Rule 16b-3 under the Exchange Act. Notwithstanding the foregoing, the mere fact that a Committee member shall fail to qualify under any of the foregoing requirements shall not invalidate any Award made by the Committee which Award is otherwise validly made under the Plan. The Board may exercise all powers of the Committee hereunder and may directly administer the Plan. Neither the Company nor any member of the Board or Committee shall be liable for any action or determination made in good faith by the Board or Committee with respect to the Plan or any Award thereunder.

3.2 *Committee Authority*. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine the Eligible Persons to whom Awards shall be granted under the Plan, (ii) prescribe the restrictions, terms and conditions of all Awards, (iii) interpret the Plan and terms of the Awards, (iv) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and interpret, amend or revoke any such rules, (v) make all determinations with respect to a Participant's Service and the termination of such Service for purposes of any Award, (vi) correct any defect(s) or omission(s) or reconcile any ambiguity(ies) or inconsistency(ies) in the Plan or any Award thereunder, (vii) make all determinations it deems advisable for the administration of the Plan, (viii) decide all disputes arising in connection with the Plan and to otherwise supervise the administration of the Plan, (ix) subject to the terms of the Plan, amend the terms of an Award in any manner that is not inconsistent with the Plan, (x) accelerate the vesting or, to the extent applicable, exercisability or lapse of restrictions of any Award at any time (including, but not limited to, upon a Change in Control or upon termination of Service of a Participant under certain circumstances (including, without limitation, upon retirement)) and (xi) adopt such procedures, modifications or subplans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are foreign nationals or provide services outside of the United States. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such Persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or board of directors of a Subsidiary or such attorneys, consultants, accountants or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

3.3 *Delegation of Authority*. The Committee shall have the right, from time to time, to delegate in writing to one or more officers of the Company the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan, subject to the requirements of Section 157(c) of the Delaware General Corporation Law (or other successor provision), other applicable law or such other limitations as the Committee shall determine. In no event shall any such delegation of authority be permitted with respect to Awards granted to any member of the Board or to any Eligible Person who is subject to Rule 16b-3 under the Exchange Act. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

4. Shares Subject to the Plan.

4.1 *Number of Shares Reserved*. Subject to adjustment as provided in Section 4.2 and Section 4.4 hereof, the total number of shares of Common Stock that are available for issuance under the Plan (the "*Share Reserve*") shall equal 51,104,577. Within the Share Reserve, the total number of shares of Common Stock available for issuance as Incentive Stock Options shall equal the maximum number of shares available for issuance under the Plan. Each share of Common Stock subject to an Award shall reduce the Share Reserve by one share. Any shares of Common Stock delivered under the Plan shall consist of authorized and unissued shares or treasury shares.

4.2 *Share Replenishment*. Following the Effective Date, to the extent that an Award granted under this Plan is canceled, expired, repurchased, forfeited, surrendered, exchanged for cash, settled in cash or by delivery of fewer shares of Common Stock than the number underlying the Award, or otherwise terminated without delivery of the shares of Common Stock to the Participant under the Plan, the unissued shares of Common Stock will (i) not be deemed to have been delivered under the Plan, (ii) be available for future Awards under the Plan, and (iii) increase the Share Reserve by one share for each share that is retained by or returned to the Company. Shares of Common Stock that are withheld from any Award granted under this Plan in payment of the exercise, base or purchase price or taxes relating to such an Award shall be available for future Awards under the Plan, and shall increase the Share Reserve by one share for each share that is retained by or returned to the Company. Shares of Common Stock repurchased by the Company on the open market with the proceeds of an Option, will be deemed to have been delivered under the Plan and will not be available for future Awards under the Plan. The payment of dividend equivalents in cash in conjunction with any outstanding Award shall not count against the Share Reserve.

4.3 *Awards Granted to Non-Employee Directors*. No Non-Employee Director may be granted, during any calendar year, Awards having a fair value (determined on the date of grant) that, when added to all other cash compensation paid to the Non-Employee Director in respect of the Non-Employee Director's service as a member of the Board for such calendar year, exceeds $500,000.

4.4 *Adjustments*. If there shall occur any change with respect to the outstanding shares of Common Stock by reason of any recapitalization, reclassification, stock dividend, extraordinary cash dividend, stock split, reverse stock split or other distribution with respect to the shares of Common Stock or any merger, reorganization, consolidation, combination, spin-off or other corporate event or transaction or any other change affecting the Common Stock (other than regular cash dividends to stockholders of the Company), the Committee shall, in the manner and to the extent it considers appropriate and equitable to the Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the maximum number and kind of shares of Common Stock or other securities provided in Section 4.1 hereof, (ii) the number and kind of shares of Common Stock, units or other securities or rights subject to then outstanding Awards, (iii) the exercise, base or purchase price for each share or unit or other security or right subject to then outstanding Awards, (iv) other value determinations applicable to the Plan and/or outstanding Awards, and/or (v) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, (a) any such adjustments shall, to the extent necessary to avoid additional taxes, be made in a manner consistent with the requirements of Section 409A of the Code and (b) in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of the Code, unless otherwise determined by the Committee.

5. Eligibility and Awards.

5.1 *Designation of Participants*. Any Eligible Person may be selected by the Committee to receive an Award and become a Participant. The Committee has the authority, in its discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted, the number of shares of Common Stock or units subject to Awards to be granted and the terms and conditions of such Awards consistent with the terms of the Plan. In selecting Eligible Persons to be Participants, and in determining the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate. Designation of a Participant in any year shall not require the Committee to designate such Person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to such Participant in any other year.

5.2 *Determination of Awards*. The Committee shall determine the terms and conditions of all Awards granted to Participants in accordance with its authority under Section 3.2 hereof. An Award may consist of one type of right or benefit hereunder or of two or more such rights or benefits granted in tandem.

5.3 *Award Agreements*. Each Award granted to an Eligible Person shall be represented by an Award Agreement. The terms of the Award, as determined by the Committee, will be set forth in the applicable Award Agreements as described in Section 14.2 hereof.

6. Stock Options.

6.1 *Grant of Stock Options*. A Stock Option may be granted to any Eligible Person selected by the Committee, except that an Incentive Stock Option may be granted only to an Eligible Person satisfying the conditions of Section 6.7(a) hereof. Each Stock Option shall be designated on the Date of Grant, in the discretion of the Committee, as an Incentive Stock Option or as a Nonqualified Stock Option. All Stock Options granted under the Plan are intended to comply with or be exempt from the requirements of Section 409A of the Code, to the extent applicable.

6.2 *Exercise Price.* Unless otherwise determined by the Committee, the exercise price per share of a Stock Option (other than a Stock Option substituted or assumed under Section 14.10) shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant. The Committee may in its discretion specify an exercise price per share that is higher than the Fair Market Value of a share of Common Stock on the Date of Grant.

6.3 *Vesting of Stock Options*. The Committee shall, in its discretion, prescribe in an award agreement the time or times at which or the conditions upon which, a Stock Option or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Option may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Option are not satisfied, the Award shall be forfeited.

6.4 *Term of Stock Options*. The Committee shall in its discretion prescribe in an Award Agreement the period during which a vested Stock Option may be exercised; provided, however, that the maximum term of a Stock Option shall be ten (10) years from the Date of Grant. The Committee may provide that a Stock Option will cease to be exercisable upon or at the end of a specified time period following a termination of Service for any reason as set forth in the Award Agreement or otherwise. A Stock Option may be earlier terminated as specified by the Committee and set forth in an Award Agreement upon or following the termination of a Participant's Service with the Company or any Subsidiary, including by reason of voluntary resignation, death, Disability, termination for Cause or any other reason. Subject to compliance with Section 409A of the Code, as applicable, and the provisions of this Section 6, the Committee may extend at any time the period in which a Stock Option may be exercised, but not beyond ten (10) years from the Date of Grant.

6.5 *Stock Option Exercise; Tax Withholding*. Subject to such terms and conditions as specified in an Award Agreement (including applicable vesting requirements), a Stock Option may be exercised in whole or in part at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate exercise price and applicable withholding tax. Payment of the exercise price may be made: (i) in cash or by cash equivalent acceptable to the Committee, or, (ii) to the extent permitted by the Committee in its sole discretion in an Award Agreement or otherwise (A) in shares of Common Stock valued at the Fair Market Value of such shares on the date of exercise, (B) through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the exercise price, (C) by reducing the number of shares of Common Stock otherwise deliverable upon the exercise of the Stock Option by the number of shares of Common Stock having a Fair Market Value on the date of exercise equal to the exercise price, (D) by a combination of the methods described above or (E) by such other method as may be approved by the Committee. In accordance with Section 14.11 hereof, and in addition to and at the time of payment of the exercise price, the Participant shall pay to the Company the full amount of any and all applicable income tax, employment tax and other amounts required to be withheld in connection with such exercise, payable under such of the methods described above for the payment of the exercise price as may be approved by the Committee and set forth in the Award Agreement.

6.6 *Limited Transferability of Nonqualified Stock Options*. All Stock Options shall be nontransferable except (i) upon the Participant's death, in accordance with Section 14.3 hereof or (ii) in the case of Nonqualified Stock Options only, for the transfer of all or part of the Stock Option to a Participant's "family member" (as defined for purposes of the Form S-8 registration statement under the Securities Act), or as otherwise permitted by the Committee to the extent also permitted by the general instructions of the Form S-8 registration statement, as may be amended from time to time, in each case as may be approved by the Committee in its discretion at the time of proposed transfer; provided, in each case, that any permitted transfer shall be for no consideration. The transfer of a Nonqualified Stock Option may be subject to such terms and conditions as the Committee may in its discretion impose from time to time. Subsequent transfers of a Nonqualified Stock Option shall be prohibited other than in accordance with Section 14.3 hereof.

6.7 *Additional Rules for Incentive Stock Options*.

(a) *Eligibility*. An Incentive Stock Option may be granted only to an Eligible Person who is considered an employee for purposes of Treasury Regulation Section 1.421-1(h) with respect to the Company or any Subsidiary that qualifies as a "subsidiary corporation" with respect to the Company for purposes of Section 424(f) of the Code.

(b) *Annual Limits*. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of Grant) of the Common Stock with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any Subsidiary or parent corporation, would exceed $100,000, determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking Stock Options into account in the order in which granted. Any Stock Option grant that exceeds such limit shall be treated as a Nonqualified Stock Option.

(c) *Additional Limitations*. In the case of any Incentive Stock Option granted to an Eligible Person who owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, the exercise price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a share of Common Stock on the Date of Grant and the maximum term shall be five (5) years.

(d) *Termination of Service*. An Award of an Incentive Stock Option may provide that such Stock Option may be exercised not later than (i) three (3) months following termination of Service of the Participant with the Company and all Subsidiaries (other than as set forth in clause (ii) of this Section 6.7(d)) or (ii) one year following termination of Service of the Participant with the Company and all Subsidiaries due to death or permanent and total disability within the meaning of Section 22(e)(3) of the Code, in each case as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

(e) *Other Terms and Conditions; Nontransferability*. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under Section 422 of the Code. A Stock Option that is granted as an Incentive Stock Option shall, to the extent it fails to qualify as an "incentive stock option" under the Code, be treated as a Nonqualified Stock Option. An Incentive Stock Option shall by its terms be nontransferable other than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

(f) *Disqualifying Dispositions*. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within two years following the Date of Grant or one year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

6.8 *Repricing Prohibited.* Subject to the adjustment provisions contained in Section 4.4 hereof and other than in connection with a Change in Control, without the prior approval of the Company's stockholders, neither the Committee nor the Board shall cancel a Stock Option when the exercise price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award or cause the cancellation, substitution or amendment of a Stock Option that would have the effect of reducing the exercise price of such a Stock Option previously granted under the Plan or otherwise approve any modification to such a Stock Option, that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the NYSE or other principal exchange on which the Common Stock is then listed.

6.9 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares underlying a Stock Option until such time as shares or Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

7. Stock Appreciation Rights.

7.1 *Grant of Stock Appreciation Rights*. Stock Appreciation Rights may be granted to any Eligible Person selected by the Committee. Stock Appreciation Rights may be granted on a basis that allows for the exercise of the right by the Participant, or that provides for the automatic exercise or payment of the right upon a specified date or event. Stock Appreciation Rights shall be non-transferable, except as provided in Section 14.3 hereof. All Stock Appreciation Rights granted under the Plan are intended to comply with or otherwise be exempt from the requirements of Section 409A of the Code, to the extent applicable.

7.2 *Terms of Stock Appreciation Rights*. The Committee shall in its discretion provide in an Award Agreement the time or times at which or the conditions upon which, a Stock Appreciation Right or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Appreciation Right may be based on the continued Service of a Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Appreciation Right are not satisfied, the Award shall be forfeited. A Stock Appreciation Right will be exercisable or payable at such time or times as determined by the Committee; provided, however, that the maximum term of a Stock Appreciation Right shall be ten (10) years from the Date of Grant. Subject to compliance with Section 409A of the Code, as applicable, and the provisions of this Section 7.2, the Committee may extend at any time the period in which a Stock Appreciation Right may be exercised, but not beyond ten (10) years from the Date of Grant. The Committee may provide that a Stock Appreciation Right will cease to be exercisable upon or at the end of a period following a termination of Service for any reason. The base price of a Stock Appreciation Right shall be determined by the Committee in its discretion; provided, however, that the base price per share shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant (other than with respect to a Stock Appreciation Right substituted or assumed under Section 14.10).

7.3 *Payment of Stock Appreciation Rights*. A Stock Appreciation Right will entitle the holder, upon exercise or other payment of the Stock Appreciation Right, as applicable, to receive an amount determined by multiplying: (i) the excess of the Fair Market Value of a share of Common Stock on the date of exercise or payment of the Stock Appreciation Right over the base price of such Stock Appreciation Right, by (ii) the number of shares as to which such Stock Appreciation Right is exercised or paid. Payment of the amount determined under the foregoing may be made, as approved by the Committee and set forth in the Award Agreement, in shares of Common Stock valued at their Fair Market Value on the date of exercise or payment, in cash or in a combination of shares of Common Stock and cash, subject to applicable tax withholding requirements.

7.4 *Repricing Prohibited*. Subject to the adjustment provisions contained in Section 4.4 hereof and other than in connection with a Change in Control, without the prior approval of the Company's stockholders, neither the Committee nor the Board shall cancel a Stock Appreciation Right when the base price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award or cause the cancellation, substitution or amendment of a Stock Appreciation Right that would have the effect of reducing the base price of such a Stock Appreciation Right previously granted under the Plan or otherwise approve any modification to such Stock Appreciation Right that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the NYSE or other principal exchange on which the Common Stock is then listed.

7.5 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares underlying a Stock Appreciation Right unless and until such time as shares or Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

8. Restricted Stock Awards.

8.1 *Grant of Restricted Stock Awards*. A Restricted Stock Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Award.

8.2 *Vesting Requirements*. The restrictions imposed on shares granted under a Restricted Stock Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Award may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Restricted Stock Award are not satisfied, the Award shall be forfeited and the shares of Common Stock subject to the Award shall be returned to the Company.

8.3 *Transfer Restrictions*. Shares granted under any Restricted Stock Award may not be transferred, assigned or subject to any encumbrance, pledge or charge until all applicable restrictions are removed or have expired, except as provided in Section 14.3 hereof. Failure to satisfy any applicable restrictions shall result in the subject shares of the Restricted Stock Award being forfeited and returned to the Company. The Committee may require in an Award Agreement that certificates (if any) representing the shares granted under a Restricted Stock Award bear a legend making appropriate reference to the restrictions imposed, and that certificates (if any) representing the shares granted or sold under a Restricted Stock Award will remain in the physical custody of an escrow holder until all restrictions are removed or have expired.

8.4 *Rights as Stockholder*. Subject to the foregoing provisions of this Section 8 and the applicable Award Agreement, the Participant shall have all rights of a stockholder with respect to the shares granted to the Participant under a Restricted Stock Award, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto, unless the Committee determines otherwise at the time the Restricted Stock Award is granted. The Committee shall determine and set forth in a Participant's Award Agreement whether or not a Participant holding a Restricted Stock Award granted hereunder shall have the right to exercise voting rights with respect to the period during which the Restricted Stock Award is subject to forfeiture (the "*Restriction Period*"), and have the right to receive dividends on the Restricted Stock Award during the Restriction Period (and, if so, on what terms) *provided* that if a Participant has the right to receive dividends paid with respect to the Restricted Stock Award, such dividends shall be subject to the same vesting terms as the related Restricted Stock Award.

8.5 *Section 83(b) Election*. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to a Restricted Stock Award, the Participant shall file, within thirty (30) days following the Date of Grant, a copy of such election with the Company and with the Internal Revenue Service, in accordance with the regulations under Section 83 of the Code. The Committee may provide in an Award Agreement that the Restricted Stock Award is conditioned upon the Participant's making or refraining from making an election with respect to the Award under Section 83(b) of the Code.

9. Restricted Stock Units.

9.1 *Grant of Restricted Stock Units*. A Restricted Stock Unit may be granted to any Eligible Person selected by the Committee. The value of each Restricted Stock Unit is equal to the Fair Market Value of a share of Common Stock on the applicable date or time period of determination, as specified by the Committee. Restricted Stock Units shall be subject to such restrictions and conditions as the Committee shall determine. Restricted Stock Units shall be non-transferable, except as provided in Section 14.3 hereof.

9.2 *Vesting of Restricted Stock Units*. The Committee shall, in its discretion, determine any vesting requirements with respect to Restricted Stock Units, which shall be set forth in the Award Agreement. The requirements for vesting of a Restricted Stock Unit may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified performance goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Restricted Stock Unit Award are not satisfied, the Award shall be forfeited.

9.3 *Payment of Restricted Stock Units*. Restricted Stock Units shall become payable to a Participant at the time or times determined by the Committee and set forth in the Award Agreement, which may be upon or following the vesting of the Award. Payment of a Restricted Stock Unit may be made, as approved by the Committee and set forth in the Award Agreement, in cash or in shares of Common Stock or in a combination thereof, subject to applicable tax withholding requirements. Any cash payment of a Restricted Stock Unit shall be made based upon the Fair Market Value of a share of Common Stock, determined on such date or over such time period as determined by the Committee.

9.4 *Dividend Equivalent Rights.* Dividends shall not be paid with respect to Restricted Stock Units. Dividend equivalent rights may be granted with respect to the shares of Common Stock subject to Restricted Stock Units to the extent permitted by the Committee and set forth in the applicable Award Agreement; provided that any dividend equivalent rights granted shall be subject to the same vesting terms as the related Restricted Stock Units.

9.5 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares subject to a Restricted Stock Unit until such time as shares of Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

10. Stock-Based Awards; Cash Awards.

10.1 *Grant of Stock-Based Awards*. A Stock-Based Award may be granted to any Eligible Person selected by the Committee. A Stock-Based Award may be granted for past Services, in lieu of bonus or other cash compensation, as directors' compensation or for any other valid purpose as determined by the Committee, and shall be based upon or calculated by reference to the Common Stock. The Committee shall determine the terms and conditions of such Awards, and such Awards may be made without vesting requirements. In addition, the Committee may, in connection with any Stock-Based Award, require the payment of a specified purchase price.

10.2 *Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares of Common Stock, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto, until such time as shares of Common Stock, if any, are issued to the Participant pursuant to the terms of the Award Agreement. If a Participant has the right to receive dividends paid with respect to the Stock-Based Award, such dividends shall be subject to the same vesting terms as the related Stock-Based Award, if applicable.

10.3 *Cash Awards*. Cash Awards may be granted to any Eligible Person selected by the Committee. Cash Awards shall be in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by applicable law, as the Committee shall determine in its sole discretion. Cash Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of a Cash Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

11. Change in Control.

11.1 *Effect on Awards*. Upon the occurrence of a Change in Control, except as otherwise provided by the Committee in an Award Agreement, all outstanding Awards may be treated in accordance with one or more of the following methods (and, for the avoidance of doubt, such treatment does not need to be uniform for Awards), as determined in the Committee's sole discretion: (a) be (i) continued or assumed by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent (with such continuation or assumption including conversion into the right to receive securities, cash or a combination of both), or (ii) substituted by the surviving company or corporation or its parent for awards (with such substitution including conversion into the right to receive securities, cash or a combination of both), with substantially similar terms for outstanding Awards (with appropriate adjustments to the type of consideration payable upon settlement of the Awards or other relevant factors, and with any applicable performance conditions deemed achieved (x) for any completed performance period, based on actual performance, as determined by the Committee or (y) for any partial or future performance period, at a level performance determined by the Committee (with the Award remaining subject only to time vesting), unless otherwise provided in an Award Agreement); (b) acceleration of exercisability, vesting and/or payment of outstanding Awards immediately prior to the occurrence of such event or upon or following such event; (c) upon written notice, providing that any outstanding Stock Options and Stock Appreciation Rights are exercisable during a period of time immediately prior to the scheduled consummation of the event or such other period as determined by the Committee (contingent upon the consummation of the event), and at the end of such period, such Stock Options and Stock Appreciation Rights shall terminate to the extent not so exercised within the relevant period; or (d) cancellation of all or any portion of outstanding Awards for fair value (in the form of cash, Common Stock, other property or any combination thereof) as determined in the sole discretion of the Committee; provided, however, that, in the case of Stock Options and Stock Appreciation Rights or similar Awards, the fair value may equal the excess, if any, of the value or amount of the consideration to be paid in the Change in Control transaction to holders of shares of Common Stock (or, if no such consideration is paid, Fair Market Value of the shares of Common Stock) over the aggregate exercise or base price, as applicable, with respect to such Awards or portion thereof being canceled, or if there is no such excess, Awards may be cancelled for no consideration; provided, further, that if any payments or other consideration are deferred and/or contingent as a result of escrows, earn outs, holdbacks or any other contingencies, subject to Section 409A of the Code, payments under this provision may be made on substantially the same terms and conditions applicable to, and only to the extent actually paid to, the holders of Common Stock in connection with the Change in Control.

11.2 *Certain Terminations of Service*. To the extent determined by the Committee in its discretion at any time including as set forth in an Award Agreement, if a Participant's Service with the Company and its Subsidiaries is terminated upon or within six (6) months following a Change in Control, or such longer period as the Committee determines which may be prior to, as of or following a Change in Control, by the Company without Cause (and no circumstances arising under Section 12.2(a) below exist) or upon such other circumstances as determined by the Committee, the unvested portion (if any) of all outstanding Awards held by the Participant shall immediately vest (and, to the extent applicable, become exercisable) and be paid in full upon such termination, with any applicable performance conditions deemed achieved (i) for any completed performance period, based on actual performance, or (ii) for any partial or future performance period, at the greater of the target level or actual performance, in each case as determined by the Committee, unless otherwise provided in an Award Agreement.

11.3 *Definition of Change in Control*. Unless otherwise defined in an Award Agreement or other written agreement approved by the Committee, "Change in Control" means, and shall occur, if:

(a) any Person (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of shares of Common Stock), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities; provided, that a Change in Control shall not be deemed to occur pursuant to this Section 11.3(a) as a result of any of the Significant Investors becoming the beneficial owner, directly or indirectly, of securities held by another Significant Investor, except for any such transaction that results in the Company no longer being listed on a national securities exchange (a "Significant Investor Transaction");

(b) during any period of two consecutive years (the "*Board Measurement Period*") individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this section, a director initially elected or nominated as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board), or a director whose appointment results from a change in nomination rights of a Significant Investor as a result of a Significant Investor Transaction whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the Board Measurement Period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(c) a merger or consolidation of the Company with any other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity (or, as applicable, a direct or indirect parent of the Company or such surviving entity) outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than those covered by the exceptions in Section 11.3(a) above) acquires more than 50% of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or

(d) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets that has been approved by the stockholders of the Company other than (i) the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of the Company at the time of the sale or disposition or (ii) pursuant to a spinoff type transaction, directly or indirectly, of such assets to the stockholders of the Company.

Notwithstanding the foregoing, to the extent necessary to comply with Section 409A of the Code with respect to the payment of "nonqualified deferred compensation," "Change in Control" shall be limited to a "change in control event" as defined under Section 409A of the Code.

12. Forfeiture Events.

12.1 *General*. The Committee may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, without limitation, termination of Service for Cause, violation of laws, regulations or material Company policies, breach of noncompetition, non-solicitation, confidentiality or other restrictive covenants that may apply to the Participant, application of a Company clawback policy relating to financial restatement, or other conduct by the Participant that is detrimental to the business or reputation of the Company.

12.2 *Termination for Cause*.

(a) *Treatment of Awards*. Unless otherwise provided by the Committee and set forth in an Award Agreement, if (i) a Participant's Service with the Company or any Subsidiary shall be terminated for Cause or (ii) after termination of Service for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of Service for Cause or (2) after termination, the Participant engages in conduct that violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, such Participant's rights, payments and benefits with respect to an Award shall be subject to cancellation, forfeiture and/or recoupment, as provided in Section 12.3 below. The Company shall have the power to determine whether the Participant has been terminated for Cause, the date upon which such termination for Cause occurs, whether the Participant engaged in an act or omission which would have warranted termination of Service for Cause or engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary. Any such determination shall be final, conclusive and binding upon all Persons. In addition, if the Company shall reasonably determine that a Participant has committed or may have committed any act which could constitute the basis for a termination of such Participant's Service for Cause or violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, the Company may suspend the Participant's rights to exercise any Stock Option or Stock Appreciation Right, receive any payment or vest in any right with respect to any Award pending a determination by the Company of whether an act or omission could constitute the basis for a termination for Cause as provided in this Section 12.2.

(b) *Definition of Cause*. "*Cause*" means with respect to a Participant's termination of Service, the following: (a) in the case where there is no employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant (or where there is such an agreement but it does not define "cause" (or words of like import, which shall include but not be limited to "gross misconduct")), termination due to a Participant's (1) failure to substantially perform Participant's duties or obey lawful directives that continues after receipt of written notice from the Company and a 10-day opportunity to cure; (2) gross misconduct or gross negligence in the performance of Participant's duties; (3) fraud, embezzlement, theft, or any other act of material dishonesty or misconduct; (4) conviction of, indictment for, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude; (5) material breach or violation of any agreement with the Company or its Affiliates, any restrictive covenant applicable to Participant, or any Company policy (including, without limitation, with respect to harassment); or (6) other conduct, acts or omissions that, in the good faith judgment of the Company, are likely to materially injure the reputation, business or a business relationship of the Company or any of its Affiliates; or (b) in the case where there is an employment agreement, consulting agreement, change in control agreement or similar agreement in effect between the Company or an Affiliate and the Participant that defines "cause" (or words of like import, which shall include but not be limited to "gross misconduct"), "cause" as defined under such agreement. With respect to a termination of Service for a non-employee director, Cause means an act or failure to act that constitutes cause for removal of a director under applicable law. Any voluntary termination of Service by the Participant in anticipation of an involuntary termination of the Participant's Service for Cause shall be deemed to be a termination for Cause.

12.3 *Right of Recapture*.

(a) *General*. If at any time within one year (or such longer time specified in an Award Agreement or other agreement with a Participant or policy applicable to the Participant) after the date on which a Participant exercises a Stock Option or Stock Appreciation Right or on which a Stock-Based Award, Restricted Stock Award or Restricted Stock Unit vests, is settled in shares or otherwise becomes payable, or on which income otherwise is realized or property is received by a Participant in connection with an Award, (i) a Participant's Service is terminated for Cause, (ii) the Committee determines in its discretion that the Participant is subject to any recoupment of benefits pursuant to the Company's compensation recovery, "clawback" or similar policy, as may be in effect from time to time, or (iii) after a Participant's Service terminates for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of the Participant's Service for Cause or (2) after a Participant's termination of Service, the Participant engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, then, at the sole discretion of the Committee, any gain realized by the Participant from the exercise, vesting, payment, settlement or other realization of income or receipt of property by the Participant in connection with an Award, shall be repaid by the Participant to the Company upon notice from the Company, subject to applicable law. Such gain shall be determined as of the date or dates on which the gain is realized by the Participant, without regard to any subsequent change in the Fair Market Value of a share of Common Stock. To the extent not otherwise prohibited by law, the Company shall have the right to offset the amount of such repayment obligation against any amounts otherwise owed to the Participant by the Company (whether as wages, vacation pay or pursuant to any benefit plan or other compensatory arrangement).

(b) *Accounting Restatement*. If a Participant receives compensation pursuant to an Award under the Plan based on financial statements that are subsequently restated in a way that would decrease the value of such compensation, the Participant will, to the extent not otherwise prohibited by law, upon the written request of the Company, forfeit and repay to the Company the difference between what the Participant received and what the Participant should have received based on the accounting restatement, in accordance with (i) any compensation recovery, "clawback" or similar policy, as may be in effect from time to time to which such Participant is subject and (ii) any compensation recovery, "clawback" or similar policy made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed (the "*Policy*"). By accepting an Award hereunder, the Participant acknowledges and agrees that the Policy, whenever adopted, shall apply to such Award, and all incentive-based compensation payable pursuant to such Award shall be subject to forfeiture and repayment pursuant to the terms of the Policy.

13. Transfer, Leave of Absence, Etc. For purposes of the Plan, except as otherwise determined by the Committee, the following events shall not be deemed a termination of Service: (a) a transfer to the service of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or (b) an approved leave of absence for military service or sickness, a leave of absence where the employee's right to re-employment is protected either by a statute or by contract or under the policy pursuant to which the leave of absence was granted, a leave of absence for any other purpose approved by the Company or if the Committee otherwise so provides in writing.

14. General Provisions.

14.1 *Status of Plan*. The Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver shares of Common Stock or make payments with respect to Awards.

14.2 *Award Agreement*. An Award under the Plan shall be evidenced by an Award Agreement in a written or electronic form approved by the Committee setting forth the number of shares of Common Stock or other amounts or securities subject to the Award, the exercise price, base price or purchase price of the Award, the time or times at which an Award will become vested, exercisable or payable and the term of the Award. The Award Agreement also may set forth the effect on an Award of a Change in Control and/or a termination of Service under certain circumstances. The Award Agreement shall be subject to and incorporate, by reference or otherwise, all of the applicable terms and conditions of the Plan, and also may set forth other terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of the Plan. The grant of an Award under the Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in the Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the Award Agreement. The Committee need not require the execution of an Award Agreement by a Participant, in which case, acceptance of the Award by the Participant shall constitute agreement by the Participant to the terms, conditions, restrictions and limitations set forth in the Plan and the Award Agreement as well as the administrative guidelines of the Company in effect from time to time. In the event of any conflict between the provisions of the Plan and any Award Agreement, the provisions of the Plan shall prevail.

14.3 *No Assignment or Transfer; Beneficiaries*. Except as provided in Section 6.6 hereof or as otherwise provided by the Committee to the extent not prohibited under Section A.1.(5) of the general instructions of Form S-8, as may be amended from time to time, Awards under the Plan shall not be assignable or transferable by the Participant, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge. Notwithstanding the foregoing, in the event of the death of a Participant, except as otherwise provided by the Committee, an outstanding Award may be exercised by or shall become payable to the Participant's beneficiary as determined under the Company 401(k) retirement plan or other applicable retirement or pension plan. In lieu of such determination, a Participant may, from time to time, name any beneficiary or beneficiaries to receive any benefit in case of the Participant's death before the Participant receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant and will be effective only when filed by the Participant in writing (in such form or manner as may be prescribed by the Committee) with the Company during the Participant's lifetime. In the absence of a valid designation as provided above, if no validly designated beneficiary survives the Participant or if each surviving validly designated beneficiary is legally impaired or prohibited from receiving the benefits under an Award, the Participant's beneficiary shall be the legatee or legatees of such Award designated under the Participant's last will or by such Participant's executors, personal representatives or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution. The Committee may provide in the terms of an Award Agreement or in any other manner prescribed by the Committee that the Participant shall have the right to designate a beneficiary or beneficiaries who shall be entitled to any rights, payments or other benefits specified under an Award following the Participant's death. Any transfer permitted under this Section 14.3 shall be for no consideration.

14.4 *No Right to Employment or Continued Service*. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Eligible Person or any Participant any right to continue in the Service of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of an Eligible Person or a Participant for any reason or no reason at any time.

14.5 *Rights as Stockholder*. A Participant shall have no rights as a holder of shares of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. Except as provided in Section 4.4 hereof, no adjustment or other provision shall be made for dividends or other stockholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Committee may determine in its discretion the manner of delivery of Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts or any other means as the Committee, in its discretion, deems appropriate. The Committee may require that the stock certificates (if any) be held in escrow by the Company for any shares of Common Stock or cause the shares to be legended in order to comply with the securities laws or other applicable restrictions. Should the shares of Common Stock be represented by book or electronic account entry rather than a certificate, the Committee may take such steps to restrict transfer of the shares of Common Stock as the Committee considers necessary or advisable.

14.6 *Trading Policy and Other Restrictions*. Transactions involving Awards under the Plan shall be subject to the Company's insider trading and other restrictions, terms, conditions and policies, established by the Committee from time to time or by applicable law.

14.7 *Section 409A Compliance*. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with, or be exempt from, the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, and that the Plan and all Award Agreements shall be interpreted and applied by the Committee in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. In the event that any (i) provision of the Plan or an Award Agreement, (ii) Award, payment, transaction or (iii) other action or arrangement contemplated by the provisions of the Plan is determined by the Committee to not comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, the Committee shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Committee deems necessary to comply with such requirements. No payment that constitutes deferred compensation under Section 409A of the Code that would otherwise be made under the Plan or an Award Agreement upon a termination of Service will be made or provided unless and until such termination is also a "separation from service," as determined in accordance with Section 409A of the Code.

Notwithstanding the foregoing or anything elsewhere in the Plan or an Award Agreement to the contrary, if a Participant is a "specified employee" as defined in Section 409A of the Code at the time of termination of Service with respect to an Award, then solely to the extent necessary to avoid the imposition of any additional tax under Section 409A of the Code, the commencement of any payments or benefits under the Award shall be deferred until the date that is six (6) months plus one (1) day following the date of the Participant's termination of Service or, if earlier, the Participant's death (or such other period as required to comply with Section 409A) and, upon expiration of such delay period, all payments and benefits delayed pursuant to this Section 14.7 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to such Participant in a lump sum, and all remaining payments and benefits due under this Plan or any Award Agreement shall be paid or provided in accordance with the normal payment dates specified for herein or therein, as applicable. For purposes of Section 409A of the Code, a Participant's right to receive any installment payments pursuant to this Plan or any Award granted hereunder shall be treated as a right to receive a series of separate and distinct payments. For the avoidance of doubt, each applicable tranche of shares of Common Stock subject to vesting under any Award shall be considered a right to receive a series of separate and distinct payments. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

14.8 *Section 457A Compliance.* In the event any Award is subject to Section 457A of the Code ("*Section 457A*"), the Committee may, in its sole discretion and without a Participant's prior consent, amend the Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (i) exempt the Plan and/or any Award from the application of Section 457A, (ii) preserve the intended tax treatment of any such Award, or (iii) comply with the requirements of Section 457A, including without limitation any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of the grant. To the extent that an Award constitutes deferred compensation subject to Section 457A, such Award will be subject to taxation in accordance with Section 457A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 457A of the Code or any damages for failing to comply with Section 457A of the Code.

14.9 *Securities Law Compliance*. No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by Federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the shares of Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares of Common Stock pursuant to the grant or exercise of an Award, the Company may require the Participant to take any action that the Company determines is necessary or advisable to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act, under the requirements of any exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares. The Committee may also require the Participant to represent and warrant at the time of issuance or transfer that the shares of Common Stock are being acquired solely for investment purposes and without any current intention to sell or distribute such shares.

14.10 *Substitution or Assumption of Awards in Corporate Transactions*. The Committee may grant Awards under the Plan in connection with the acquisition, whether by purchase, merger, consolidation or other corporate transaction, of the business or assets of any corporation or other entity, in substitution for awards previously granted by such corporation or other entity or otherwise. The Committee may also assume any previously granted awards of a former employee or a current employee, director, consultant or other service provider of another corporation or entity that becomes an Eligible Person by reason of such corporate transaction. The terms and conditions of the substituted or assumed awards may vary from the terms and conditions that would otherwise be required by the Plan solely to the extent the Committee deems necessary for such purpose. To the extent permitted by applicable law and the listing requirements of the NYSE or other exchange or securities market on which the Common Stock are listed, any such substituted or assumed awards shall not reduce the Share Reserve.

14.11 *Tax Withholding*. A Participant shall be responsible for payment of any taxes or similar charges required by law to be paid or withheld from an Award or an amount paid in satisfaction of an Award. Any required withholdings shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. The Award Agreement may specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award, which may include, to the extent permitted by the Committee in its sole discretion, permitting the Participant to elect to satisfy the withholding obligation by tendering shares of Common Stock to the Company or having the Company withhold a number of shares of Common Stock having a value in each case up to the maximum statutory tax rates in the applicable jurisdiction or as the Committee may approve in its discretion (provided that such withholding does not result in adverse tax or accounting consequences to the Company), or similar charge required to be paid or withheld. In addition, to the extent permitted by the Committee in its sole discretion in an Award Agreement or otherwise, and subject to Section 16 of the Exchange Act, withholding may be satisfied through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the withholding amount, which shall be subject to any terms and conditions imposed by the Committee. The Company shall have the power and the right to require a Participant to remit to the Company the amount necessary to satisfy federal, state, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld, and to deduct or withhold from any shares of Common Stock deliverable under an Award to satisfy such withholding obligation.

14.12 *Unfunded Plan*. The adoption of the Plan and any reservation of shares of Common Stock or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of shares of Common Stock pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

14.13 *Other Compensation and Benefit Plans*. The adoption of the Plan shall not affect any other share incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of share incentive or other compensation or benefit program for employees of the Company or any Subsidiary. The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute includable compensation for purposes of determining the amount of benefits to which a Participant is entitled under any other compensation or benefit plan or program of the Company or a Subsidiary, including, without limitation, under any pension or severance benefits plan, except to the extent specifically provided by the terms of any such plan.

14.14 *Plan Binding on Transferees*. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator and permitted transferees and beneficiaries.

14.15 *Severability*. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

14.16 *Governing Law*. The Plan, all Awards and all Award Agreements, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to the Plan, any Award or Award Agreement, or the negotiation, execution or performance of any such documents or matter related thereto (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with the Plan, any Award or Award Agreement, or as an inducement to enter into any Award Agreement), shall be exclusively governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations and repose, but without regard to any borrowing statute that would result in the application of the statute of limitations or repose of any other jurisdiction.

14.17 *No Fractional Shares*. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares of Common Stock or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

14.18 *No Guarantees Regarding Tax Treatment*. Neither the Company nor the Committee make any guarantees to any Person regarding the tax treatment of Awards or payments made under the Plan. Neither the Company nor the Committee has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Award under Section 409A of the Code, Section 4999 of the Code or otherwise and neither the Company nor the Committee shall have any liability to a Person with respect thereto.

14.19 *Data Protection*. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company, its Subsidiaries and any third party administrators of any data of a professional or personal nature for the purposes of administering the Plan and in connection with a Participant's status as a stockholder of the Company upon the issuance of any shares of Common Stock pursuant to an Award.

14.20 *Awards to Non-U.S. Participants.* To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries or Affiliates operates or has employees, Non-Employee Directors or consultants, the Committee, in its sole discretion, shall have the power and authority to (i) modify the terms and conditions of any Award granted to Participants outside the United States to comply with applicable foreign laws, (ii) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals and (iii) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 14.20 by the Committee shall be attached to this Plan document as appendices.

14.21 *Language*. Where there is any conflict between the terms of the English version of the Plan, the Awards and/or any ancillary documents and a version in any other language, the English language version will prevail.

15. Term; Amendment and Termination; Stockholder Approval.

15.1 *Term*. The Board has adopted this plan as of the date written below. The Plan shall be effective as of the date of its approval by the stockholders of the Company within 12 months of the adoption (the "*Effective Date*"). Subject to Section 15.2 hereof, the Plan shall terminate on the tenth anniversary of the Effective Date.

15.2 *Amendment and Termination*. The Board may from time to time and in any respect, amend, modify, suspend or terminate the Plan; provided, however, that no amendment, modification, suspension or termination of the Plan shall materially and adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award. The Board may seek the approval of any amendment, modification, suspension or termination by the Company's stockholders to the extent it deems necessary in its discretion for purposes of compliance with Section 422 of the Code or for any other purpose, and shall seek such approval to the extent it deems necessary in its discretion to comply with applicable law or listing requirements of the NYSE or other exchange or securities market. Notwithstanding the foregoing, the Board shall have broad authority to amend the Plan or any Award under the Plan without the consent of a Participant to the extent it deems necessary or desirable in its discretion to comply with, take into account changes in, or interpretations of, applicable tax laws (including Section 409A of the Code), securities laws, employment laws, accounting rules and other applicable laws, rules and regulations.

The Plan was adopted by the Board on July 22, 2022.

Exhibit 14.1

Getty Images Holdings, Inc.

Code of Conduct and Business Ethics

This Code of Conduct and Business Ethics (the "Code") applies to everyone at Getty Images Holdings, Inc. and its subsidiaries ("Getty Images" or the "Company") - including all directors, officers (including the principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions), and all other employees, whether permanent or temporary, and contractors and consultants (individually or collectively, "personnel").

No matter where you sit at Getty Images, we all incorporate a common set of values - the Leadership Principles - into our daily work lives. With each email we send, each meeting we attend, each decision we make - we put them into practice. The first of these principles is "Be Trustworthy, Transparent and Honest," which insists that each one of us act with the highest levels of honesty and integrity in all that we do here at Getty Images. This principle is pivotal in sustaining our reputation as a company of integrity. This Code will help guide you to "Be Trustworthy, Transparent and Honest" in your day-to-day work activities. It also addresses our commitments to each other, our customers, our suppliers, and our governments.

Please keep in mind that this Code cannot direct your actions in every situation, or replace sound business and personal judgment. This Code, together with our principles and policies, including our Leadership Principles, Corporate Governance Guidelines, Insider Trading and Regulation FD Policy, and Related Person Transaction Policy provide basic ground rules and a framework for ethical behavior. The Audit Committee of the Board of Directors of the Company has also established a Whistleblower Policy that covers procedures for the receipt, retention, investigation and treatment of complaints and concerns regarding accounting, internal accounting controls, and auditing regarding the Company and its subsidiaries ("Accounting Concerns"), in addition to concerns regarding compliance with any other legal or regulatory requirements, this Code or any of the Company's other compliance policies or procedures, or any other matter that could cause serious damage to the Company's reputation ("Other Concerns") (individually or collectively, "Complaints").

While you should familiarize yourself with this Code, no set of policies could address all situations that may arise. Therefore, if you have any questions about this Code, or find yourself in a situation where you don't know what the right course of action is, you should consult your local resource guide available on Mixer, or speak to your manager, your human resources representative, or a member of our legal team for guidance. Moreover, if you believe that actions have taken place, may be taking place or may be about to take place that violate or would violate this Code, the policies referenced herein, ethical conduct or any applicable legal or regulatory requirement or that relate to Accounting or Other Concerns, you are expected promptly to bring the matter to the attention of the Company.

If any part of this Code conflicts with local laws or regulations, only those sections of the Code permitted by applicable laws and regulations will apply. *Failure to adhere to this policy will result in disciplinary action, up to and including termination of employment*. The following are examples of conduct that may result in discipline:

- Actions that violate or requesting others to violate any policy of Getty Images;
- Failure to promptly disclose a known or suspected violation of any policy of Getty Images;
- Failure to cooperate in investigations of possible violations of any policy of Getty Images;
- Retaliation against others for reporting a good faith integrity concern or possible violation; and
- Failure to demonstrate the leadership and diligence needed to ensure compliance with Getty Images' policies and applicable law.

Table of Contents

Conflicts of Interest

As Getty Images personnel, you are expected to act in the best interest of Getty Images and avoid conflicts of interest in performing your day-to-day duties. A "conflict of interest" occurs when your private interest interferes in any way - or even appears to interfere - with the business interests of Getty Images. A conflict situation can arise if you take actions or have interests that may make it difficult to perform your work objectively and effectively. To that end, you are prohibited from participating in any activity or association that may interfere with your ability to exercise independent judgment or your ability to act in the best interests of Getty Images.

While it is not possible to give an exhaustive list of situations that might involve violations of this policy, this section describes some of the most common conflicts of interest that may arise. If you encounter a situation that is not covered, you should ask yourself: ***"Could it appear to others that I put my (or my family's or friends') interest before Getty Images?"*** If the answer is yes, then the situation is likely to create a conflict of interest, and you should avoid it. If you are unsure, you should tell your manager about the potential conflict to get guidance. And if you find yourself in a situation where a conflict of interest has arisen or could arise, or you wish to deviate from any of the prohibitions below, you should immediately disclose this conflict to your manager and seek written approval from the Senior Vice President of your function, your regional human resources business partner and Internal Audit prior to pursuing the opportunity further. Written approval may be denied by the Senior Vice President of your function and/or human resources business partner, in their discretion.

Conflicts of interest can arise when your personal interests or activities: improperly influence your judgment when acting on behalf of our company, result in your competing with our company or diverting business or assets from our company, diminish the efficiency, effectiveness, or objectivity with which you perform your duties, result in your receiving improper personal benefits due to your position with our company, or harm or impair our reputation.

- **Investments:** Generally speaking, you should not have any financial interest in any of Getty Images' customers, suppliers, or competitors that could create (or appear to create) a conflict of interest. This includes profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Getty Images. To avoid the creation or appearance of a conflict, you may only invest in any of our customers, suppliers, or competitors if: the securities of those companies are publicly traded,

    - your investments are on the same terms and conditions available to the general public, and

    - your investments are not based on any form of material, non-public or "inside information."

  This prohibition applies not only to you, but also to the members of your immediate family.

- **Gifts, Favors, and Entertainment:** Accepting or giving gifts, favors, or entertainment also has the potential to create the appearance of a conflict of interest, particularly where the gift, favor, or entertainment is of considerable expense. To avoid the appearance of a conflict, you must follow these guidelines:

  You must consult your local legal team before giving or receiving any gifts, hospitality, or entertainment from or to any government official that is worth greater than US$50.

  You must obtain the prior consent of the senior vice president of your function to give or receive gifts, favors, or entertainment from or to any private individual that is worth greater than US$500.

  Other things to keep in mind when considering gifts, favors, and entertainment:

  - The US$ limit is cumulative, it applies to all gifts from the same source in a twelve-month period.
  - In no event should you give, receive, promise, solicit, or demand any gift in any form to include cash, stocks, bonds, options, loans, or guarantees of loans.
  - Infrequent and moderate meals and entertainment (such as sporting events) are appropriate, but keep in mind that these events should not be lavish, and that the US$ limit still applies.
  - You should not offer or provide any gift or hospitality to any individual if you know that they are prohibited by law, regulation or their company policy from accepting the gift or hospitality.

- **Employment:** Getty Images expects that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your duties at Getty Images or interfere with any agreement you may have with Getty Images, such as a “non-compete” agreement. If you are thinking of taking on an outside activity, including any advisory roles with another organization, you must notify your manager immediately. Your manager will discuss this opportunity with you to make sure that it will neither interfere with your job at Getty Images nor present a conflict of interest.

  The following guidelines must be taken into account when considering taking on an outside activity:

  - You may not serve as an employee, director, advisor, or officer (either for pay or as a donation of your personal time) with a Getty Images’ customer or supplier without the prior written approval of the Internal Audit, your human resources business partner and the senior vice president of your function.

- You may not engage in any business that competes in any way with the sales of products or services that we provide our customers.
- You may never serve as an employee, director, advisor or officer of a competitor.
- You may serve as an advisor or consultant to a supplier or customer if you conduct this business on behalf of Getty Images and only after obtaining approval for this relationship, in writing, to the Senior Vice President of your function, your human resources business partner and Internal Audit.

· **Family Business:** If you wish to do business on behalf of Getty Images with a member of your family, or with a company in which your relative is an employee, officer, director, or principal or even with a close family friend you must first disclose the relationship and obtain the prior written approval as set out above. This includes engaging that person as a supplier to the company in any capacity.

· **Potentially Conflicting Relationships:** Getty Images does not prohibit family members from working together at Getty Images, nor does it prohibit close personal relationships among employees or between employees and suppliers. However, in order to prevent conflicts of interest and ensure fair management, you may not have responsibility for supervising/managing employees or suppliers, directly or indirectly, and you should avoid participating in any decision-making activities that may impact a family member or other employee with whom you have a close working relationship. A family member includes spouse, domestic partner, children, parents, grandparent, grandchild, brothers, sisters, aunts, uncle, “step” relative, sons or daughters-in-law, and brothers or sisters-in-law.

  If employees in a supervisor-subordinate relationship, or in other situations where one employee could have decision-making impact on the other employee, become a part of a potentially conflicting relationship, reasonable efforts will be made to transfer one of the employees to an assignment where neither employee will supervise or impact the work of the other. If such a transfer cannot be made on a voluntary basis, your manager and the human resources department will arrange for an involuntary transfer or termination of employment. The decision regarding whom to transfer on an involuntary basis or terminate will be made based on business needs of the company.

· **Corporate Opportunities:** Getty Images’ resources should only be used for the benefit of the company. Accordingly, you are prohibited from taking for yourself (or directing to others) opportunities that are discovered through the use of Getty Images’ property, information, or your position as an employee. You are also prohibited from using (or directing others to use) Getty Images’ property, information, or position for personal gain; and competing with the company in any way. In other words, you must always act in the best interest of Getty Images.

Commitment to Employees

Getty Images is committed to providing an environment where our employees are treated fairly, feel safe, respected and are valued. Our Leadership Principles are instrumental in affirming our commitment to our workforce and we commit to an environment of fair employment practices and an environment free from harassment.

- **Fair Employment Practices:** We embrace diversity and strive to be an inclusive environment for all employees. We are an equal opportunity employer and practice employment practices that promote consistency and fair treatment based on legitimate job-related criteria. Getty Images is committed to providing a work environment free of unlawful discrimination or bias and will ensure that all employees and applicants are treated in a nondiscriminatory manner. It is against the law and our policy to make employment decisions based on race, ethnicity, ancestry, national origin, religion, age, sex, gender identity or expression, sexual orientation, pregnancy status, mental or physical disability, medical condition, marital, partnership or familial status, veteran/military status, domestic violence victim status, or any other basis prohibited by federal, state, or local law (collectively, "Protected Status").

- **Environment Free from Harassment:** We are committed to providing a work environment where individuals are treated with professionalism, respect and dignity. It is our company's policy that no employee, contract or temporary personnel, supplier, customer or others doing business with Getty Images shall harass or bully any other person. All forms of harassment or bullying whether verbal, physical or visual are prohibited. It is unlawful to discriminate, harass or bully someone based on Protected Status. Harassment and bullying will not be tolerated here. If you encounter any harassment or bullying here at Getty Images, you should immediately notify your manager, your human resources business partner or Legal or contact our whistleblower hotline referred to in our Getty Images Whistleblower Policy).

- **Safety at Work:** Our heath and livelihood depends on practicing safe work habits. Getty Images makes a reasonable effort to make sure your work environment is free from hazards. We take this responsibility seriously, and have established safety policies, practices, and procedures. Safety is a shared responsibility, so you should familiarize yourself with your offices' safety policies, practices, and procedures.

Commitment to the Organization

We show our commitment to Getty Images with our dedication to our work and our integrity. Each one of us must always act honestly and fairly to protect the assets of the company. We must also protect our competitive advantage by shielding our company- specifically, its confidential information.

- **Confidentiality:** Confidential information includes all non-public information that would be of use to competitors, or harmful to Getty Images or our customers, if disclosed. This includes things like marketing plans, budgets, pricing information, customer lists, unpublished financial information, new revenue opportunities and proprietary technology information. You should never disclose any of our confidential information, in written or electronic form or orally, unless authorized or legally mandated.

  When you are authorized to disclose our confidential information, it is important that you ensure that an appropriate non-disclosure agreement in place. You should contact your local legal team if you have any questions about non-disclosure agreements.

  When dealing with confidential information, it is important to remember:

  - You also must be equally careful with the confidential information of our customers and suppliers. And if you are going to accept confidential information from other companies, it is also important to have a non- disclosure agreement in place prior to their disclosure.

  - Our obligation to protect confidential information applies in all settings, as confidential information is often inadvertently shared in casual or social settings. You must be careful not to disclose such information to your family or friends or through social media.

  - Our friends and family members may be employed by our customers, suppliers, or competitors. It is therefore important that we don't solicit confidential information from our friends and family members about their companies.

  You must maintain the confidentiality of confidential information, except when disclosure is either expressly authorized in writing by Getty Images or required by law.

  Notwithstanding the foregoing, and notwithstanding any other confidentiality or non- disclosure agreement (whether in writing or otherwise, including without limitation as part of an employment agreement, separation agreement or similar employment or compensation arrangement) applicable to current or former employees, this Code does not restrict any current or former employee, without notice to or authorization of Getty Images, from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that (i) in each case such communications and disclosures are consistent with applicable law and (ii) the information subject to such disclosure was not obtained by the current or former employee through a communication that was subject to the attorney-client privilege, unless such disclosure of that information would otherwise be permitted by an attorney pursuant to 17 CFR 205.3(d)(2), applicable state attorney conduct rules, or otherwise. Any agreement in conflict with the foregoing is hereby deemed amended by Getty Images to be consistent with the foregoing.

- **Speaking on Behalf of Getty Images:** Getty Images limits the number of spokespersons authorized to communicate with market participants on behalf of our company with any person or entity outside our company. Our "authorized spokespersons" include the Chief Executive Officer, Chief Financial Officer and any other designated person which is solely responsible for communicating on behalf of Getty Images. Only those employees should speak on behalf of the company, or respond to any press inquiries. And before accepting any public speaking engagements or speaking on behalf of the company, you should check with your manager and the global communications team. Please see the Insider Trading and Regulation FD Policy for obligations regarding communication with the public.

- **Protection and Proper Use of Getty Images' Assets:** You have access to valuable Getty Images' assets to help you perform your best on behalf of the company. Assets include tangible property (e.g., equipment and facilities), intellectual property such as copyrighted information, patents, trademarks, trade secrets, business and proprietary information such as new products, salary information, any unpublished connected vehicle data and any unpublished financial data and reports. Unauthorized use or distribution of this information is a violation of this Code. You should protect Getty Images' assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on our profitability. Therefore, all Getty Images property must be used for legitimate purposes.

- **Computers/Internet/Email:** Getty Images makes reasonable effort to provide the best available technology tools to you. This technology should be used to conduct company business, but we understand and permit incidental and occasional personal use. Please keep in mind personal information or messages created or stored in these systems will, subject to respecting any applicable data protection laws, be treated no differently than any other business-related information or messages.

- **Communicating Responsibly on Social Media:** When using social media, we all have a responsibility to communicate in a manner that is consistent with our company's values and principles. Use of personal social media channels by directors, officers, employees, agents or other persons, including the authorized spokespersons, to communicate material non-public information is prohibited. Please see our Insider Trading Policy and Regulation FD Policy for more information.

Nothing in this Code is intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, or raising complaints about working conditions for their and their fellow employees' mutual aid or protection.

- **Spending Getty Images' Money:** Each of us plays a part in ensuring that Getty Images' money is spent appropriately. When you submit expenses for reimbursement, make sure the cost is reasonable, related to our business, and supported by the necessary documentation. And when traveling for business, make sure you abide by the Global Travel & Expense Reimbursement Policy

- **Company Agreements:** It is essential we appropriately document our relationships with third parties, such as our customers, suppliers, and partners. Your local Legal Toolbox contains our template sales agreements for use with our customers, and Procurement, as well as your local legal team, have templates appropriate for when we are contracting with our suppliers, partners, and any other third parties. Prior to signature, all agreements must be reviewed in accordance with your local legal team's policy, which, at minimum, requires legal review of any agreement that deviates in any way from our form templates. Signature of agreements must always be in accordance with our Signature Authority – Policy. In addition, you must comply with our Spend Management Policies, which, among other things, requires competitive pricing (e.g., competitive bid, contract pricing/negotiated in the preceding two years) for any contract valued at US$25,000 or more.

- **Intellectual Property Rights:** Our content is one of our greatest assets and must be protected. In order to safeguard our intellectual property (such as our content and trademarks), all use must be appropriately documented. Our trade secrets (e.g., pricing) are also extremely valuable, and are the product of considerable time and expense. You must always treat our trade secrets as confidential information. We must also treat other people's intellectual property with the same respect we expect from others. If you have any questions about intellectual property, you should contact your local legal team.

- **Fair Dealing:** Getty Images is committed to creating business opportunities with integrity. You are expected to use fair dealing in your interactions with customers, suppliers, competitors, and other employees. You may not take unfair advantage of anyone through manipulation, concealment, abuse of privileged and confidential information, misrepresentation of facts, or any other unfair-dealing practice.

Compliance with Laws and Regulations

In performing our duties at Getty Images, we must all comply with applicable laws, rules, and regulations. While the below provides a guide for compliance with applicable laws, each situation is unique. Also keep in my mind that violations of these laws, rules, and regulations can result in severe fiscal and/or criminal penalties. Therefore, if you are unsure or have questions with a particular situation, you should reach out to your local legal team.

- **Anti-Bribery and Corruption:** Getty Images' policy prohibits accepting, soliciting, or giving bribes to any person—including private individuals and government officials. A bribe is a payment or incentive intended to secure an improper advantage in a business situation. Examples include traditional gifts, meals, political or charitable contributions, or even employment offers. Many countries we do business in also have strict laws that prohibit bribery. Particularly, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act prohibit all employees from taking, soliciting, or giving any bribes to government officials.

  The bottom line is: do not engage in bribery. And if you have questions as to whether a gift or entertainment is appropriate, consult the Conflicts of Interest - Gifts, Favors, and Entertainment section of this Code or speak to a member of your local legal team. This prohibition applies to our employees, officers, directors, and third persons or entities acting on behalf of Getty Images.

- **Fair Competition:** Most countries have "anti-competition" or "anti-trust" laws that are designed to protect free markets and promote fair trade. These rules generally prohibit agreements not to compete or that unreasonably restrain trade. They also prohibit the use of market power to unfairly disadvantage our competitors.

  Examples of prohibited conduct includes:

  - Agreements with our competitors on pricing
  - Exchanging pricing information with our competitors
  - Agreements with competitors to boycott certain suppliers or customers

  These laws are very complex and vary from country to country, so it is important to consult with your local legal team when entering business arrangements that may implicate anti- competition law issues (such as agreements with competitors, mergers and acquisitions, or joint ventures).

- **Insider Trading:** Getty Images requires compliance with all applicable U.S. federal and state securities laws and insider trading laws and regulation, as well as similar laws in other countries with Getty Images does business in order to preserve the reputation and integrity of the company. Insider trading occurs when a person who is aware of material non-public information about a company buys or sells that company's securities or provides material non-public information to another person who may trade on the basis of that information. Insider trading is illegal and strictly prohibited.

As a general rule, you should consider material any information that a reasonable investor would consider important in making a decision to buy, hold, or sell securities. Any information that could be expected to affect a company's stock price, whether it is positive or negative, should be considered material. Note also that material information may also include information about another company that you obtained in the course of your employment by, or relationship with, Getty Images.

Information is generally not public unless it has been disclosed to the public in a press release or in materials provided to Getty Images' investors broadly, has been widely disseminated, and a sufficient amount of time has passed so that the marketplace has had an opportunity to digest the information.

The following activities are specifically prohibited under Getty Images' insider trading policy: (i) directly or indirectly buying or selling securities of Getty Images (including through the use of derivatives) while in possession of material non-public information concerning the company or its securities, except in limited circumstances and with the express written permission of the General Counsel (such prohibition remains even after your employment with Getty Images ends); (ii) providing material non-public information about Getty Images to another person; (iii) buying or selling the securities of another company while you are in possession of material nonpublic information about that company; (iv) providing material non-public information about another company to another person; (v) pledging Getty Images' securities as collateral for indebtedness; (vi) holding Getty Images' securities in a brokerage account that allows borrowing against the securities (commonly known as a margin account); (vii) borrowing Getty Images' securities and then selling them (to profit from a decline in value); (viii) engaging in short-term trading; (viv) engaging in short sales of Getty Images' securities; (vv) engaging in Getty Images' securities in the form of puts, calls, or other derivative securities, on an exchange in any other organized market; (vvi) hedging Getty Images' securities; placing standing or limit orders on Getty Images' securities outside of a properly established Rule 10b5-1 Plan or outside of the three business day period following pre-clearance approval; and (viii) immediate family members and other persons living in your households engaging in any of the above transactions. Please see our Insider Trading and Regulation FD Policy for further information on restrictions on insider trading.

- **International Trade:** We must comply with all applicable international trade laws and regulations. These include laws on the import and export of goods; embargos, transactions with certain sanctioned entities, persons, or countries; and anti-boycott laws.

    - Import/Export Laws: Many countries have laws that restrict the export and import of "dual use" items. These are items (such as goods, software or technology) that can be used for both civilian and military applications (such as night vision equipment or satellite phones).

- Sanctions Laws: The U.S., UK, and UN, as well as other countries in which we do business, have imposed trade sanctions that target certain entities, persons, territories or countries on lists maintained by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), and its equivalent in other countries. Affected countries and territories include, but are not limited to, Iran, Iraq, Syria, Cuba, North Korea, Libya, Balkans, Burma, Belarus, DR of Congo, Sudan and Yemen, and are subject to change at any time. You can find out more at https://home.treasury.gov/policy-issues/office-of-foreign- assets-control-sanctions-programs-and-information

- Anti-Boycott Laws: Getty Images must also comply with U.S. anti-boycott laws. These laws prohibit companies, such as Getty Images, from participating in any international boycotts not sanctioned by the U.S. government.

- Slavery/Human Trafficking Laws: Getty Images must also comply with U.S., U.K., and other anti-slavery, anti-human trafficking laws. These laws prohibit direct involvement in slavery or human trafficking, as well as engaging with third parties that have any such involvement. See, e.g., Modern Slavery Act Statement.

- Anti-Money Laundering Laws: Getty Images is committed to preventing, detecting and deterring the use of its products and services for the purposes of money laundering and terrorist financing or other criminal activities, and will take appropriate actions to comply with applicable anti-money laundering laws. Getty Images has put in place controls to detect and investigate suspicious activity including money laundering or terrorist financing.

Getty Images has processes in place to ensure our ongoing compliance with these programs. Please consult with your local legal team, Internal Audit or the risk management team to ensure our trade activities comply with applicable international trade laws and regulations. You must raise an internal report to your local legal team if you have knowledge or suspicion that any person is engaged, or is planning to become engaged, in any suspicious activity.

· **Protecting Privacy:** Your work may require that you to have access to our employees or third parties' personally identifiable information (PII). Examples of PII include names, telephone numbers, birth dates, and email and home addresses. You must safeguard this information and only use it in accordance with our Privacy Policy and any applicable rules and regulations.

Accurate Records: It is the Company's policy to make full, fair, accurate, timely and understandable disclosures in compliance with applicable laws and regulations in all reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission, state agencies, and in all other public communications made by the Company.

- The integrity, reliability and accuracy in all material respects of the Company's books, records and financial statements are fundamental to the Company's continued and future business success. In addition, as a company whose stock is publicly traded, the Company is subject to a number of laws and regulations that govern our business records, including U.S. securities laws. The Company must record its financial activities in compliance with all applicable laws and accounting practices and provide current, complete and accurate information to any and all government agencies. You may not cause the Company to enter into a transaction with the intent to document or record it in a deceptive or unlawful manner. This includes invoices and expense claims and any other documentation completed in your employment. In addition, you may not create any false or artificial documentation or book entry for any transaction entered into by the Company. Similarly, those who have responsibility for accounting and financial reporting matters have a responsibility to accurately record all funds, assets andtransactions on the Company's books and records.

How to Report any Illegal or Unethical Behavior

If you become aware of any situation you believe constitutes a breach of this Code or any other type of legal or ethical violation, you have a personal responsibility to communicate this to your manager, your local human resources business partner, and local legal team. Alternatively, you may report any concerns or violations openly or anonymously relating to financial, auditing, or accounting matters by contacting https://gettyimages.alertline.com/gcs/welcome,or by calling 1- 800-425-0889, using the local access lines in the chart below. All violations will be addressed promptly, professionally, and with the appropriate level of confidentiality consistent with Getty Images Whistleblower Policy. It is recommended that you report any concerns as soon as reasonably possible after becoming aware of the concern. You may report your concerns anonymously and confidentially; however, you are encouraged to supply contact information with your submission to facilitate follow-up, clarification, and assistance with any investigation, if necessary.

No Retaliation

Retaliation against anyone who raises a concern in good faith, or who assists Getty Images, our Board of Directors or our Audit Committee of the Board of Directors or any governmental, regulatory or law enforcement body in reviewing or otherwise helping to resolve a concern, is prohibited and is a violation of this Code and the Whistleblower Policy. If you believe someone has retaliated against you, you should immediately report it to your supervisor or manager, human resources, your local legal team or any of the other resources listed in this Code. You may also report retaliation through the hotline referenced above. Any person who retaliates against another individual for making any report pursuant to our Code will be subject to disciplinary action up to and including termination.

While we encourage you to seek to address concerns through the methods provided in this Code or in any other agreement or policy of Getty Images, nothing in this Code prohibits or interferes with your ability, without notice to or authorization of Getty Images, to communicate in good faith with any governmental agency for the purpose of reporting a possible violation of law, or to participate in any investigation or proceeding that may be conducted by any governmental agency, including providing documents or other information.

Any use of these reporting procedures in bad faith or in a false or frivolous manner will be considered a violation of this Code. Please also see our Whistleblower Policy.

Waivers of this Code

Any waiver of the provisions of this Code for an officer or director of Getty Images may be made only by the Getty Images Board of Directors (or a committee thereof) and must be disclosed to the Chairman of the Board promptly.

Adopted by the Board of Directors.

ACKNOWLEDGMENT FORM

I hereby acknowledge I have received the Getty Images Holdings, Inc. Code of Conduct and Business Ethics ("Code") and understand that it is my responsibility to read and comply with all provisions contained within the Code.

The information described in this Code is intended to replace and supersede any that existed before. Further, I understand that Getty Images Holdings, Inc. reserves the right to modify any or all of the provisions of the Code at any time, for any reason, with or without notice.

_____

Name:
Date:

Exhibit 16.1

July 28, 2022

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

We have read Griffey Global Holdings, Inc. ("Getty Images") statements included under Item 4.01 of its Form 8-K dated July 28, 2022. We agree with the statements concerning our Firm under Item 4.01, in which we were informed of our dismissal on July 28, 2022, following completion of the Company's review of the quarter ended June 30, 2022, which consists only of the accounts of the pre-Business Combination special purpose acquisition company (CC Neuberger Principal Holdings II). We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC

New York, New York

Exhibit 99.1

Getty Images and CC Neuberger Principal Holdings II Complete Business Combination

July 22, 2022

Getty Images Common Stock Expected to Begin Trading on July 25 on New York Stock Exchange Under Ticker Symbol "GETY" Company Leadership, Employees and Photographers Will Ring Opening Bell on August 15

NEW YORK, July 22, 2022 (GLOBE NEWSWIRE) -- Getty Images (or the "Company"), a preeminent global visual content creator and marketplace, and CC Neuberger Principal Holdings (NYSE:PRPB) ("CC Neuberger"), a publicly traded special purpose acquisition company, today announced the completion of their previously announced business combination.

Upon completion of the business combination, the combined company has been renamed Getty Images Holdings, Inc. Beginning on July 25, 2022, the Company's common stock and warrants are expected to begin trading on the New York Stock Exchange under the symbols "GETY" and "GETY WS," respectively.

Craig Peters, CEO of Getty Images, said, "Getty Images moves the world with content that can't be found anywhere else. We believe that our diverse, premium, and exclusive content partner base creates the most iconic moments of our time. Our team develops technology and harnesses data to generate unique insights for our customers, and our archive dates back to the beginning of photography. The decision to return to public markets enables us to continue defining and growing the creative economy in partnership with our stockholders. We are excited to partner with Chinh and CC Neuberger, in addition to the Getty family and Koch Equity Development affiliate, Koch Icon Investments, as we enter this new stage."

"Getty Images is an iconic company at the nexus of the digital economy. The backdrop of growing demand for creative imagery paired with the Company's ability to deliver compelling customer value through its high-quality imagery positions the business well to meet evolving customer needs and to drive future growth," said Chinh Chu, Founder and Senior Managing Director of CC Capital and Charles Kantor, Senior Portfolio Manager of Neuberger Berman. "We are excited to partner with Craig and his world-class management team, who we believe will continue to deliver long-term value creation as a public company."

Mark Getty, Co-Founder and Chairman of Getty Images, said, "Getty Images is one of the first places that people turn for content that builds connections because they know it is produced by incredible photographers and videographers. We believe our return to the public markets will enable us to invest aggressively in the products and services that will allow us to meet the needs of everyone – from large companies to agencies to individual members of the booming creative economy. I am excited for all that lies ahead for us."

Mark Getty will continue to serve as Chairman, while Craig Peters will continue to lead Getty Images as CEO, along with the current Getty Images management team.

To celebrate the completion of the business combination, the Company's leadership, employees and photographers will ring the opening bell at the NYSE on August 15. A live stream of the event and replay can be accessed by visiting https://www.nyse.com/bell.

Advisors

Rothschild & Co served as lead financial advisor to CC Neuberger Principal Holdings II, Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. served as capital markets advisors, and Solomon Partners Securities, LLC served as a financial advisor providing a fairness opinion to the Board of CC Neuberger. Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC acted as financial advisors to Getty Images. Weil Gotshal & Manges LLP acted as legal counsel to Getty Images, and Kirkland & Ellis LLP acted as legal counsel to CC Neuberger. Paul, Weiss, Rifkind, Wharton & Garrison LLP acted as legal counsel and Berenson & Company acted as financial advisor to the Getty family. Jones Day acted as legal counsel and PJT Partners acted as financial advisor to Koch Equity Development.

About Getty Images:

Getty Images is a preeminent global visual content creator and marketplace that offers a full range of content solutions to meet the needs of any customer around the globe, no matter their size. Through its Getty Images, iStock and Unsplash brands, websites and APIs, Getty Images serves customers in almost every country in the world and is the first-place people turn to discover, purchase and share powerful visual content from the world's best photographers and videographers. Getty Images works with over 488,000 contributors and more than 300 premium content partners to deliver this powerful and comprehensive content. Each year Getty Images covers approximately 160,000 news, sport and entertainment events providing depth and breadth of coverage that is unmatched. Getty Images maintains one of the largest and best privately-owned photographic archives in the world with millions of images dating back to the beginning of photography.

For company news and announcements, visit our Press Room.

Forward Looking Statements

This press release may contain a number of "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements include information concerning the Company's possible or assumed future results of operations, business strategies, debt levels, competitive position, industry environment, potential growth opportunities and the effects of regulation, including whether the previously announced business combination (the "Business Combination") will generate returns for stockholders. These forward-looking statements are based on the Company's management's current expectations, estimates, projections and beliefs, as well as a number of assumptions concerning future events.

When used in this press release, the words "estimates," "projected," "expects," "anticipates," "forecasts," "plans," "intends," "believes," "seeks," "may," "will," "should," "future," "propose" and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements.

These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the Company's control, that could cause actual results to differ materially from the results discussed in the forward-looking statements. These risks, uncertainties, assumptions and other important factors include, but are not limited to: (a) the ability to maintain the applicable stock exchange listing standards following the consummation of the Business Combination; (b) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain relationships with customers and suppliers and retain its management and key employees; (c) costs related to the Business Combination; (d) changes in applicable laws or regulations, including legal or regulatory developments (such as the SEC's statement on accounting and reporting considerations for warrants in special purpose acquisition companies); (e) the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; (f) the Company's estimates of expenses and profitability and (g) other risks and uncertainties indicated from time to time in the Company's SEC filings, including those under "Risk Factors" therein, and other documents filed or to be filed with the SEC by the Company. You are cautioned not to place undue reliance upon any forward-looking statements, which speak only as of the date made.

Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and, except as required by law, do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. The Company gives no assurance that it will achieve its expectations.

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Exhibit 99.2

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below and not otherwise defined in this Exhibit 99.2 have the same meaning as terms defined and included elsewhere in the Current Report on Form 8-K (the "Form 8-K") filed with the Securities and Exchange Commission (the "SEC") on July 28, 2022. Reference to "New CCNB" relates to the Company before the consummation of the Business Combination and references to the "Company" or analogous terms below relate to the Company after the consummation of the Business Combination, unless, in each case, otherwise specifically indicated or the context otherwise requires.

The following unaudited pro forma condensed combined financial information presents the combination of the financial information of Getty Images and CCNB adjusted to give effect to the Business Combination, including the PIPE Financing and the transactions contemplated by the Forward Purchase Agreement and the Backstop Agreement. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X.

The unaudited pro forma condensed combined balance sheet as of March 31, 2022 combines the historical balance sheets of Getty Images and CCNB on a pro forma basis as if the Business Combination and related transactions had been consummated on March 31, 2022. The unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2022 and year ended December 31, 2021 combines the historical statements of operations of Getty Images and CCNB for such period on a pro forma basis as if the Business Combination and related transactions had been consummated on January 1, 2021, the beginning of the earliest period presented.

The Business Combination and related transactions are as follows:

- the Business Combination;
- the Forward Purchase Agreement;
- the Backstop Agreement;
- the PIPE Financing; and
- the repayment of approximately $275.0 million of Getty Images existing debt.

The pro forma condensed combined financial information may not be useful in predicting the future financial condition and results of operations of the Company. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors.

Upon the closing of the Business Combination, public shareholders were offered the opportunity to redeem all or a portion of such shareholder's public shares for cash equal to their pro rata share of the aggregate amount on deposit (as of two business days prior to the Closing) in the Trust Account. The unaudited condensed combined pro forma financial information reflects actual redemptions of 82,291,689 shares of CCNB's Class A Ordinary Shares at approximately $10.03 per share, or $825.2 million in the aggregate.

The following summarizes the pro forma capitalization of the Company immediately after the Business Combination and related transactions:

	Shares	%
CCNB's public shareholders	508,311	0.2%
Backstop	30,000,000	9.4%
Sponsor and NBOKS (1)(2)	40,560,000	12.7%
PIPE Investors	36,000,000	11.3%
Getty Images Stockholders	211,938,915	66.4%
Pro Forma Common Stock (3)	**319,007,226**	**100.0%**

(1) Includes 20,560,000 Founder Shares converted into New CCNB Class A Common Stock and 20,000,000 New CCNB Class A Common Stock purchased by NBOKS pursuant to the Forward Purchase Agreement.

(2) Excludes 2,570,000 shares of New CCNB Series B-1 Common Stock and 2,570,000 shares of New CCNB Series B-2 Common Stock subject to certain vesting restrictions pursuant to the Sponsor Side Letter.

(3) The pro forma capitalization excludes the following:

- 29,044,490 Getty Images Options
- 65,000,000 Earn-Out Shares
- 20,700,000 unexercised public warrants
- 18,560,000 unexercised Private Placement Warrants
- 3,750,000 unexercised Forward Purchase Warrants

Former Getty Images was determined to be the accounting acquirer in the Business Combination based on the following predominate factors:

- Getty Images Stockholders have the greatest voting interest in the Company with approximately 72% of the voting interest;
- Getty Images Stockholders have the ability to nominate a majority of the initial members of the Company Board;
- Getty Images senior management is the senior management of the Company; and
- Getty Images is the larger entity based on historical operating activity and has the larger employee base.

The Business Combination was accounted for as a reverse recapitalization in accordance with GAAP, whereby CCNB was treated as the acquired company and Getty Images was treated as the acquirer. Accordingly, for accounting purposes, the Business Combination was treated as the equivalent of Getty Images issuing stock for the net assets of CCNB, accompanied by a recapitalization. The net assets of CCNB are stated at historical cost, with no goodwill or other intangible assets recorded. Subsequently, results of operations presented for the period prior to the Business Combination are those of Getty Images.

Assumptions and estimates underlying the unaudited pro forma adjustments included in the unaudited pro forma condensed combined financial statements are described in the accompanying notes. The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the Business Combination and related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial information does not purport to project the future operating results or financial position of the Company following the completion of the Business Combination and related transactions. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial information and are subject to change as additional information becomes available and analyses are performed.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET AS OF MARCH 31, 2022
(in thousands)

	Getty Images (Historical)	CCNB (Historical)	Transaction Accounting Adjustments (Note 3)		Pro Forma Combined
Assets					
Cash and cash equivalents	$ 210,847	$ 220	$ 828,823	(a)	$ 84,074
			(28,980)	(b)	
			(69,819)	(c)	
			(1,014)	(d)	
			360,000	(e)	
			200,000	(f)	
			(614,996)	(i)	
			(275,000)	(l)	
			(850)	(m)	
			(825,157)	(o)	
			300,000	(p)	
Restricted cash	4,574	-			4,574
Accounts receivable	130,869	-			130,869
Prepaid expenses	12,747	202			12,949
Taxes receivable	10,249	-			10,249
Other current assets	14,076	-	(5,910)	(c)	8,166
Total current assets	**383,362**	**422**	**(132,903)**		**250,881**
Investment and cash held in Trust Account	-	828,823	(828,823)	(a)	-
Property and equipment, net	169,559	-			169,559
Right of use assets	53,393				53,393
Goodwill	1,505,107	-			1,505,107
Identifiable intangible assets, net	464,163	-			464,163
Deferred income taxes, net	8,957	-			8,957
Other long-term assets	41,225	-			41,225
Total assets	**2,625,766**	**829,245**	**(961,726)**		**2,493,285**
Liabilities					
Accounts payable	90,110	214			90,324
Accrued expenses	54,035	410	(978)	(c)	53,467
Income taxes payable	12,064	-			12,064
Short-term debt, net	6,418	-			6,418
Deferred revenue	172,137	-			172,137
Total current liabilities	**334,764**	**624**	**(978)**		**334,410**
Non-current accounts payable and accrued expenses	-	5,004	(3,990)	(c)	-
			(1,014)	(d)	
Working capital loan		1,836	(1,836)	(m)	-
Deferred underwriting commissions	-	28,980	(28,980)	(b)	-
Derivative liabilities	-	65,753	110	(f)	65,863
Long-term debt, net	1,744,274	-	(272,019)	(l)	1,472,255
Lease liabilities	52,969	-			52,969
Deferred income taxes, net	31,880	-			31,880
Uncertain tax positions	43,843	-			43,843
Other long-term liabilities	9,733	-			9,733
Total liabilities	**2,217,463**	**102,197**	**(308,707)**		**2,010,953**
Commitments and contingencies					
Redeemable preferred stock	704,197	-	60,799	(h)	-
			(764,996)	(i)	
Class A ordinary shares subject to possible redemption	-	828,000	(828,000)	(g)	-
Stockholders' equity					
Preference shares	-	-			-
Ordinary shares					
Class A	-	-	8	(g)	-
			(8)	(j)	
Class B	-	3	(3)	(j)	-
Getty Images Common Stock	1,533	-	(1,533)	(k)	-
Company Common Stock					
Class A			4	(e)	33
			2	(f)	
			2	(i)	
			10	(j)	
			20	(k)	
			(8)	(o)	
			3	(p)	

Class B			1	(j)	1
Additional paid-in capital	916,492	-	(39,523)	(c)	1,700,773
			359,996	(e)	
			199,888	(f)	
			827,992	(g)	
			(60,799)	(h)	
			149,998	(i)	
			1,513	(k)	
			(129,632)	(n)	
			(825,149)	(o)	
			299,997	(p)	
Accumulated deficit	(1,179,901)	(100,955)	(1,575)	(c)	(1,184,457)
			(29,663)	(c)	
			(2,981)	(l)	
			986	(m)	
			129,632	(n)	
Accumulated other comprehensive loss	(82,281)	-			(82,281)
Total stockholders' equity attributable to Getty Images/ the Company	**(344,157)**	**(100,952)**	**879,178**		**434,069**
Noncontrolling interest	48,263	-			48,263
Total stockholders' equity	**(295,894)**	**(100,952)**	**879,178**		**482,332**
Total liabilities and stockholders' equity	**$ 2,625,766**	**$ 829,245**	**$ (961,726)**		**$ 2,493,285**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS FOR THE THREE MONTHS ENDED MARCH 31, 2022
(in thousands, except share and per share data)

	Getty Images (Historical)	CCNB (Historical)	Transaction Accounting Adjustments (Note 3)		Pro Forma Combined
Revenue	$ 230,978	$ -			$ 230,978
Operating expense:					
Cost or revenue	61,894	-			61,894
Selling, general and administrative expense	93,153	2,274	(60)	(aa)	95,367
Depreciation	12,512	-			12,512
Amortization	12,205	-			12,205
Restructuring costs	-	-			-
Other operating expense - net	2,706	-			2,706
Operating expenses	**182,470**	**2,274**	**(60)**		**184,684**
Income (loss) from operations	**48,508**	**(2,274)**	**60**		**46,294**
Other income (expense), net:					
Interest expense	(29,600)	-	4,616	(ee)	(24,984)
Fair value adjustment for swaps & foreign currency exchange contract - net	12,126	-			12,126
Foreign exchange gain (losses) - net	7,043	-			7,043
Unrealized gain on investments held in Trust Account	-	207	(207)	(bb)	-
Change in fair value of derivative liabilities	-	19,087			19,087
Other non-operating income (expense), net	157	-			157
Total other income (expense), net	(10,274)	19,294	4,409		13,429
Income (loss) before income taxes	38,234	17,020	4,469		59,723
Income tax expense	13,127	-	1,117	(hh)	14,244
Net income (loss)	**$ 25,107**	**$ 17,020**	**$ 3,352**		**$ 45,479**
Net income attributable to noncontrolling interest	208	-			208
Redeemable preferred stock dividend	18,847	-	(18,847)	(ii)	-
Net income (loss) attributable to Getty Images/ the Company	**$ 6,052**	**$ 17,020**	**$ 22,199**		**$ 45,271**
Weighted average shares outstanding					
Basic	153,320,276				319,007,226
Diluted	173,197,259				341,155,968
Net income per share					
Basic	$ 0.04				$ 0.14
Diluted	$ 0.03				$ 0.13

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2021
(in thousands, except share and per share data)

	Getty Images (Historical)	CCNB (Historical)	Transaction Accounting Adjustments (Note 3)		Pro Forma Combined
Revenue	$ 918,688	$ -			$ 918,688
Operating expense:					
Cost or revenue	248,152	-			248,152
Selling, general and administrative expense	367,704	4,510	(240)	(aa)	371,974
Depreciation	51,099	-			51,099
Amortization	49,361	-			49,361
Restructuring costs	(475)	-			(475)
Other operating expense - net	861	-			861
Operating expenses	**716,702**	**4,510**	**(240)**		**720,972**
Income (loss) from operations	**201,986**	**(4,510)**	**240**		**197,716**
Other income (expense), net:					
Interest expense	(122,160)	-	19,051	(ee)	(103,109)
Fair value adjustment for swaps & foreign currency exchange contract - net	19,282	-			19,282
Foreign exchange gain (losses) - net	36,406	-			36,406
Unrealized gain on investments held in Trust Account	-	325	(325)	(bb)	-
Change in fair value of derivative liabilities	-	1,481			1,481
Other non-operating income (expense), net	612	-	(29,663)	(cc)	(32,621)
			(1,575)	(dd)	
			(2,981)	(ff)	
			986	(gg)	
Total other income (expense), net	(65,860)	1,806	(14,507)		(78,561)
Income (loss) before income taxes	136,126	(2,704)	(14,267)		119,155
Income tax expense	18,729	-	(3,567)	(hh)	15,162
Net income (loss)	**$ 117,397**	**$ (2,704)**	**$ (10,700)**		**$ 103,993**
Net income attributable to noncontrolling interest	329	-			329
Redeemable preferred stock dividend	71,393	-	(71,393)	(ii)	60,799
			60,799	(jj)	
Net income (loss) attributable to Getty Images/ the Company	**$ 45,675**	**$ (2,704)**	**$ (106)**		**$ 42,865**
Weighted average shares outstanding					
Basic	153,305,176				319,007,226
Diluted	157,544,818				341,155,968
Net income per share					
Basic	$ 0.30				$ 0.13
Diluted	$ 0.29				$ 0.13

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Basis of Presentation

The Business Combination was accounted for as a reverse recapitalization in accordance with GAAP, whereby CCNB was treated as the acquired company and Getty Images was treated as the acquirer. Accordingly, for accounting purposes, the Business Combination was treated as the equivalent of Getty Images issuing stock for the net assets of CCNB, accompanied by a recapitalization. The net assets of CCNB were stated at historical cost, with no goodwill or other intangible assets recorded. Subsequently, results of operations presented for the period prior to the Business Combination are those of Getty Images.

The unaudited pro forma condensed combined balance sheet as of March 31, 2022 gives pro forma effect to the Business Combination and related transactions as if they had been consummated on March 31, 2022. The unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2022 and year ended December 31, 2021 give pro forma effect to the Business Combination and related transaction as if they had been consummated on January 1, 2021.

The unaudited pro forma condensed combined balance sheet as of March 31, 2022 has been prepared using, and should be read in conjunction with, the following:

- Getty Images' unaudited condensed consolidated balance sheet as of March 31, 2022 and the related notes included in the Proxy Statement; and
- CCNB's unaudited condensed balance sheet as of March 31, 2022 and the related notes included in the Proxy Statement.

The unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2022 has been prepared using, and should be read in conjunction with, the following:

- Getty Images' unaudited condensed consolidated statement of operations for the three months ended March 31, 2022 and the related notes included in the Proxy Statement; and
- CCNB's unaudited condensed statement of operations for the three months ended March 31, 2022 and the related notes included in the Proxy Statement.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 has been prepared using, and should be read in conjunction with, the following:

- Getty Images' audited consolidated statement of operations for the year ended December 31, 2021 and the related notes included in the Proxy Statement; and
- CCNB's audited statement of operations for the year ended December 31, 2021 and the related notes included in the Proxy Statement.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The unaudited pro forma condensed combined financial information does not give effect to any synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination and related transactions.

The pro forma adjustments reflecting the completion of the Business Combination and related transactions are based on currently available information and assumptions and methodologies that management believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments, and it is possible the difference may be material. Management believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination and related transactions based on information available to management at the current time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination and related transactions taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the Company. They should be read in conjunction with the historical financial statements and notes thereto of Getty Images and CCNB.

2. Accounting Policies and Reclassifications

Upon consummation of the Business Combination, management will perform a comprehensive review of Getty Images and CCNB's accounting policies. As a result of the review, management may identify differences between the accounting policies of the two entities which, when conformed, could have a material impact on the financial statements of the Company. Based on its initial analysis, management did not identify any differences that would have a material impact on the unaudited pro forma condensed combined financial information.

3. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and related transactions and has been prepared for informational purposes only.

The pro forma combined provision for income taxes does not necessarily reflect the amounts that would have resulted had the post-combination company filed consolidated income tax returns during the periods presented.

The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined consolidated statement of operations are based upon the number of the Company's shares outstanding, assuming the Business Combination and related transactions occurred on January 1, 2021.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The pro forma adjustments included in the unaudited pro forma condensed combined balance sheet as of March 31, 2022, are as follows:

(a) Reflects the reclassification of investment held in the Trust Account that becomes available following the Business Combination.

(b) Reflects the settlement of $29.0 million in deferred underwriting commissions.

(c) Represents transaction costs expected to be incurred by Getty Images and CCNB of approximately $41.1 million and $33.7 million, respectively, for legal, financial advisory and other professional fees. CCNB's transaction costs exclude the deferred underwriting commissions as described in Note 3(b) above.

For CCNB's transaction costs:

- $4.0 million was accrued by CCNB in non-current accounts payable and accrued expenses and recognized in expense as of March 31, 2022;
- $33.7 million was reflected as a reduction of cash; and
- $29.7 million was reflected as an adjustment to accumulated deficit as of March 31, 2022, which represents the total CCNB transaction costs less $4.0 million previously recognized by CCNB as of March 31, 2022. The costs expensed through accumulated deficit are included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 as discussed in Note 3(cc) below.

For the Getty Images transaction costs:

- $1.0 million were deferred in other current assets and accrued expenses as of March 31, 2022;
- $4.9 million were deferred in other current assets and paid as of March 31, 2022;
- $36.2 million was reflected as a reduction of cash, which represents Getty Images' estimated transaction costs less amounts previously paid by Getty Images;
- $39.5 million was capitalized and offset against the proceeds from the Business Combination and related transactions and reflected as a decrease in additional paid-in capital; and
- $1.6 million were not capitalized as part of the Business Combination and related transactions and reflected as an increase in accumulated deficit. The costs expensed through accumulated deficit, which include amounts allocated to the public warrant, private placement warrant and forward purchase warrant liabilities of CCNB assumed as part of the Business Combination and related transactions, are included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 as discussed in Note 3(dd) below.

(d) Reflects the settlement of additional CCNB deferred legal fees recorded within non-current accounts payable and accrued expenses. These deferred legal fees exclude approximately $4.0 million of the deferred legal fees related to CCNB's transaction costs as described in Note 3(c) above.

(e) Reflects proceeds of $360.0 million from the issuance and sale of 36,000,000 shares of New CCNB Class A Common Stock, par value of $0.0001 per share, at $10.00 per share in the PIPE Financing pursuant to the Subscription Agreements.

(f) Reflects proceeds of $200.0 million from the issuance and sale of 20,000,000 shares of New CCNB Class A Common Stock, par value of $0.0001 per share, and 3,750,000 Forward Purchase Warrants pursuant to the Forward Purchase Agreement. The Forward Purchase Warrants are expected to be liability classified under Financial Accounting Standards Board (*"FASB"*) Accounting Standards Codification (*"ASC"*) Topic 815-40, Derivatives and Hedging - Contracts in Entity's Own Equity (*"ASC 815-40"*) after considering, amongst other factors, provisions in the warrant agreement that effect the potential settlement value of warrants. The proceeds from the Forward Purchase Agreement were allocated to the Forward Purchase Warrants based on the fair value of a Forward Purchase Warrant using a $0.66 price per warrant (as of July 22, 2022) with the residual amount of the total proceeds and fair value of the Forward Purchase Warrants allocated to the shares of New CCNB Class A Common Stock issued pursuant to the Forward Purchase Agreement.

(g) Reflects the reclassification of $828.0 million of CCNB Class A Ordinary Shares, par value of $0.0001 per share, subject to possible redemption to permanent equity.

(h) Represents the adjustment to record Getty Images Preferred Stock to the Preferred Liquidation Preference amount. The adjustment was recorded through additional paid-in capital as a dividend on the Getty Images Preferred Stock and is included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 as discussed in Note 3(jj) below.

(i) Represents the payment of the Preferred Cash Consideration of $615.0 million and the issuance of 15,000,000 shares of Company Class A Common Stock in Preferred Stock Consideration to Koch Icon as consideration for Getty Images Preferred Stock.

(j) Reflects the conversion of 82,800,000 CCNB Class A Ordinary Shares and 25,700,000 CCNB Class B Ordinary Shares into 103,360,000 shares of New CCNB Class A Common Stock, 2,570,000 shares of New CCNB Series B-1 Common Stock and 2,570,000 shares of New CCNB Series B-2 Common Stock in the Domestication Merger.

(k) Reflects the recapitalization of Getty Images common equity of 153,322,880 shares of Getty Images Common Stock into 196,938,915 shares of Company Class A Common Stock, par value of $0.0001 per share.

(l) Represents the repayment of approximately $275.0 million of Getty Images' existing debt in connection with the Business Combination. The difference between the cash proceeds and the carrying value of Getty Images' debt is recorded as a loss on repayment of debt and recorded as an increase to accumulated deficit. The loss on repayment of debt recorded through accumulated deficit is included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 as discussed in Note 3(ff) below.

(m) Reflects the repayment of the CCNB working capital loan upon the closing of the Business Combination. The difference between the cash payment and the carrying value of the working capital loan is recorded as a change in fair value of the working capital loan and recorded as a decrease to accumulated deficit. The change in fair value of the working capital loan recorded through accumulated deficit is included in the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 as discussed in Note 3(gg) below.

(n) Reflects the elimination of CCNB's historical accumulated deficit after recording the transaction costs to be incurred by CCNB as described in Note 3(c) and the change in fair value of the working capital loan in Note 3(m) above.

(o) Represents redemptions of 82,291,689 shares of CCNB's Class A Ordinary Shares for $825.2 million allocated to shares of New CCNB Class A Common Stock and additional paid-in capital using par value of $0.0001 per share and at a redemption price of $10.03 per share.

(p) Reflects proceeds of $300.0 million from the issuance and sale of 30,000,000 shares of New CCNB Class A Common Stock, par value of $0.0001 per share, to NBOKS pursuant to the Backstop Agreement.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations

The pro forma adjustments included in the unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2022 and year ended December 31, 2021 are as follows:

(aa) Represents pro forma adjustment to eliminate historical expenses related to CCNB's office space, secretarial and administrative services paid to the Sponsor, which was terminated upon consummation of the Business Combination.

(bb) Represents pro forma adjustment to eliminate unrealized gain on investments held in Trust Account.

(cc) Reflects CCNB transaction costs expensed upon the closing of the Business Combination. These costs are reflected as if incurred on January 1, 2021, the date the Business Combination is deemed to have occurred for the purposes of the unaudited pro forma condensed combined statements of operations. This is a non-recurring item.

(dd) Reflects Getty Images transaction costs of $1.6 million allocated to the public warrant, Private Placement Warrant and Forward Purchase Warrant liabilities that were assumed as part of the Business Combination. These costs are reflected as if incurred on January 1, 2021, the date the Business Combination is deemed to have occurred for the purposes of the unaudited pro forma condensed combined statements of operations. This is a non-recurring item.

(ee) Reflects the elimination of interest expense related to a portion of Getty Images' existing debt which will be repaid as described in Note 3(l) above.

(ff) Represents the pro forma adjustment to recognize the loss on repayment of debt related to the repayment of Getty Images' existing debt as discussed in Note 3(l) above. The loss is reflected as if incurred on January 1, 2021, the date the Business Combination is deemed to have occurred for the purposes of the unaudited pro forma condensed combined statements of operations. This is a non-recurring item.

(gg) Represents the pro forma adjustment to recognize the change in fair value of the working capital loan as discussed in Note 3(m) above. The change in fair value of the working capital loan is reflected as if incurred on January 1, 2021, the date the Business Combination is deemed to have occurred for the purposes of the unaudited pro forma condensed combined statements of operations. This is a non-recurring item.

(hh) Reflects the elimination of the cumulative dividend recorded on Getty Images Preferred Stock, which was exchanged for the Preferred Cash Consideration and Preferred Stock Consideration as described in Note 3(i) above.

(ii) Reflects the elimination of the cumulative dividend recorded on Getty Images Preferred Stock, which was exchanged for the Preferred Cash Consideration and Preferred Stock Consideration as described in Note 3(i) above.

(jj) Represents the adjustment to record Getty Images Preferred Stock to the Preferred Liquidation Preference amount. The adjustment is recorded as a dividend on the Getty Images Preferred Stock and is reflected as if incurred on January 1, 2021, the date the Business Combination is deemed to have occurred for the purposes of the unaudited pro forma condensed combined statements of operations. This is a non-recurring item.

4. Net Income per Share

Represents the net income per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination and related transactions, assuming the shares were outstanding since January 1, 2021. As the Business Combination and related transactions are being reflected as if they had occurred at the beginning of the periods presented, the calculation of weighted average shares outstanding for basic and diluted net income per share assumes that the shares issuable relating to the Business Combination and related transactions have been outstanding for the entire periods presented. When assuming maximum redemptions, this calculation is adjusted to eliminate such redeemed shares for the entire period.

	Three Months Ended March 31, 2022	Year Ended December 31, 2021
Pro forma net income attributable to the Company (in thousands)	$ 45,271	$ 42,865
Pro forma weighted average shares outstanding, basic	319,007,226	319,007,226
Pro forma net income per share, basic	$ 0.14	$ 0.13
Pro forma net income attributable to the Company (in thousands)	$ 45,271	$ 42,865
Pro forma weighted average shares outstanding, diluted	341,155,968	341,155,968
Pro forma net income per share, diluted	$ 0.13	$ 0.13
Pro forma weighted average shares calculation, basic and diluted		
CCNB's public shareholders	508,311	508,311
Backstop	30,000,000	30,000,000
Sponsor and NBOKS (1)	40,560,000	40,560,000
PIPE Investors	36,000,000	36,000,000
Getty Images Stockholders	211,938,915	211,938,915
Pro forma weighted average shares calculation, basic	319,007,226	319,007,226
Getty Images stock options	22,148,742	22,148,742
Pro forma weighted average shares calculation, diluted (2)(3)	341,155,968	341,155,968

(1) Includes 20,560,000 Founder Shares that was converted into New CCNB Class A Common Stock and 20,000,000 New CCNB Class A Common Stock purchased by NBOKS pursuant to the Forward Purchase Agreement.

(2) The pro forma diluted shares exclude 65,000,000 Earn-Out Shares and 5,140,000 Sponsor Earn-Out Shares subject to certain vesting restrictions pursuant to the Business Combination Agreement, the Earnout Plan and Sponsor Side Letter, respectively. These are contingently issuable shares for which the milestones have not yet been achieved.

(3) The pro forma diluted shares for the three months ended March 31, 2022 and year ended December 31, 2021 exclude the following because including them would be antidilutive:

- 20,700,000 unexercised public warrants
- 18,560,000 unexercised Private Placement Warrants
- 3,750,000 unexercised Forward Purchase Warrants