

**UNITED STATES SECURITIES AND EXCHANGE  
COMMISSION**

Washington, D.C. 20549

**INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF  
SECURITIES**

OMB APPROVAL

OMB Number: 3235-0104

Estimated average burden

hours per response: 0.5

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934  
or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Kellough Kjelti Wilkes</u>  (Last) (First) (Middle) <u>C/O GETTY IMAGES HOLDINGS, INC.</u> <u>605 5TH AVENUE SOUTH, SUITE 400</u>  (Street) <u>SEATTLE WA 98104</u>  (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>07/22/2022</u>	3. Issuer Name and Ticker or Trading Symbol <u>Getty Images Holdings, Inc. [ GETY ]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>General Counsel</u>	5. If Amendment, Date of Original Filed (Month/Day/Year)  6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Beneficially Owned**

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
<u>Class A common stock</u>	<u>4,886</u>	<u>D</u>	

**Table II - Derivative Securities Beneficially Owned  
(e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
<u>Stock Option (Right to Buy)</u>	<u>(1)</u>	<u>02/26/2027</u>	<u>Class A common stock</u>	<u>45,132</u>	<u>3.13</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>(1)</u>	<u>03/01/2027</u>	<u>Class A common stock</u>	<u>40,136</u>	<u>3.13</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>(2)</u>	<u>04/10/2029</u>	<u>Class A common stock</u>	<u>66,321</u>	<u>2.74</u>	<u>D</u>	
<u>Stock Option (Right to Buy)</u>	<u>(3)</u>	<u>07/01/2029</u>	<u>Class A common stock</u>	<u>575,571</u>	<u>2.74</u>	<u>D</u>	
<u>Earnout Shares</u>	<u>(4)</u>	<u>(4)</u>	<u>Class A common stock</u>	<u>1,397</u>	<u>(4)</u>	<u>D</u>	

**Explanation of Responses:**

1. Stock options are fully vested and exercisable.

2. Stock options granted on April 10, 2019, pursuant to the Issuer's 2012 Equity Incentive Plan, 25% of which vested on the one-year anniversary of the date of grant, and remaining 75% of which vest quarterly in twelve substantially equal installments commencing on the quarterly anniversaries of the one year anniversary of the date of grant, subject to earlier forfeiture or acceleration.

3. Stock options granted on July 1, 2019, pursuant to the Issuer's 2012 Equity Incentive Plan, 25% of which vested on the one-year anniversary of the date of grant, and remaining 75% of which vest quarterly in twelve substantially equal installments commencing on the quarterly anniversaries of the one year anniversary of the date of grant, subject to earlier forfeiture or acceleration.

4. Pursuant to the Business Combination Agreement, dated as of December 9, 2021, among the Issuer and certain other parties (the "Agreement"), the Reporting Person has the contingent right to receive a pro rata amount of Class A common shares in each of three earnout periods, if at any time during the 10 year period following July 22, 2022 the volume weighted average price of a Class A common share is greater than or equal to, for any 20 trading days within any 30 consecutive trading day period (an "earnout period"): \$12.50 for the first earnout period; \$15.00 for the second earnout period; and \$17.50 for the third earnout period as adjusted pursuant to the Agreement.

**Remarks:**

Exhibit 24 - Power of Attorney, incorporated herein by reference

/s/ Kjelti Kellough

07/22/2022

\*\* Signature of Reporting  
Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.**

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints Heather Wilde of Vector Holding, LLC (to be renamed Getty Images Holdings, Inc.) (the "Company"), with full power of substitution, the undersigned's true and lawful attorney-in-fact to:

(1) prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC of reports required by Section 16(a) of the Securities Exchange Act of 1934 or any rule or regulation of the SEC;

(2) execute for and on behalf of the undersigned with respect to the Company, Schedules 13D and 13G and Forms 3, 4 and 5 in accordance with Sections 13 and 16(a) of the Securities Exchange Act of 1934 and the rules thereunder;

(3) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedules 13D or 13G or Form 3, 4 or 5, complete and execute any amendment or amendments thereto, and timely file such form with the SEC and any stock exchange or similar authority; and

(4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming any of the undersigned's responsibilities to comply with Sections 13 and 16 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 and 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

---

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 7th day of July, 2022.

/s/ Kjelti Kellough  
Name: Kjelti Kellough

---