

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

**Form 10-K/A**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2019  
OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number: 001-37429

**EXPEDIA GROUP, INC.**

*(Exact name of registrant as specified in its charter)*

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

**20-2705720**  
*(I.R.S. Employer  
Identification No.)*

**1111 Expedia Group Way W**  
**Seattle, WA 98119**  
*(Address of principal executive office) (Zip Code)*  
**Registrant's telephone number, including area code:**  
**(206) 481-7200**

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value	EXPE	The Nasdaq Global Select Market
Expedia Group, Inc. 2.500% Senior Notes due 2022	EXPE22	New York Stock Exchange

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

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

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

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

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

As of June 30, 2019, the aggregate market value of the registrant's common equity held by non-affiliates was approximately \$15,872,910,000. For the purpose of the foregoing calculation only, all directors and executive officers of the registrant are assumed to be affiliates of the registrant.

Class	Outstanding Shares at April 13, 2020 were approximately,
Common stock, \$0.0001 par value per share	134,465,673 shares
Class B common stock, \$0.0001 par value per share	5,523,452 shares

### Explanatory Note

Expedia Group, Inc. (“Expedia Group” or the “Company”) is filing this Amendment No. 1 to our Form 10-K for the fiscal year ended December 31, 2019, originally filed with the Securities and Exchange Commission (“SEC”) on February 14, 2020 (the “2019 Form 10-K”), for the purpose of providing the information required by Part III that we intended to incorporate by reference from our proxy statement relating to our 2020 annual meeting of stockholders (“2020 Annual Meeting”). Our 2020 proxy statement, however, will not be filed within the requisite time period for allowing such incorporation by reference.

This Amendment No. 1 speaks as of the original filing date of the 2019 Form 10-K and reflects only the changes to the cover page, Items 10, 11, 12, 13 and 14 of Part III and Item 15 of Part IV. No other information included in the 2019 Form 10-K, including the information set forth in Part I and Part II, has been modified or updated in any way.

We have also included as exhibits the certifications required under Section 302 of The Sarbanes-Oxley Act of 2002. Because no financial statements are contained within this Amendment, we are not including certifications pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.

**Expedia Group, Inc.**  
**Form 10-K/A**  
**For the Year Ended December 31, 2019**  
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### Part III. Item 10. Directors, Executive Officers and Corporate Governance

#### Former Controlled Company Status

Expedia Group is subject to the Nasdaq Stock Market Listing Rules. These rules exempt “controlled companies,” or companies of which more than 50% of the voting power is held by an individual, a group or another company, from certain requirements. Prior to July 26, 2019, based on information provided on a Schedule 13D/A filed by Mr. Diller and Liberty Expedia Holdings, Inc. (“*Liberty Expedia*”), on April 16, 2019, Mr. Diller and Liberty Expedia together beneficially owned approximately 13% of the outstanding shares of common stock (or approximately 20% assuming conversion of all shares of Class B common stock into shares of common stock) and 100% of the outstanding shares of Class B common stock and, consequently, approximately 55% of the combined voting power of the outstanding Expedia Group capital stock as of April 19, 2019. On this basis, Expedia Group had been relying on the exemption for controlled companies from certain Nasdaq requirements through the closing of the Liberty Expedia Transaction (as defined below) on July 26, 2019 (see “*Relationships Involving Significant Stockholders, Named Executive Officers and Directors*” in Item 13, “*Certain Relationships and Related Person Transactions, and Director Independence*”).

On July 26, 2019, the Company received notice from Nasdaq confirming that the Company no longer complies with Nasdaq Marketplace Rule 5605(b)(1), which requires a majority of the Company’s Board of Directors (the “*Board*” or the “*Board of Directors*”) to be composed of “independent directors” (as defined in Nasdaq Marketplace Rule 5605(a)(2)). As of July 26, 2019, following the closing of the Liberty Expedia Transaction, Expedia Group ceased to be a controlled company and was required to comply with all of Nasdaq’s corporate governance requirements on the phase-in schedule described below. The Compensation Committee was required to be composed of at least two members, one of whom is independent upon ceasing to be a “controlled company,” a majority of whom is independent within 90 days of ceasing to be a “controlled company” and all members of which are independent within one year of ceasing to be a “controlled company.” The Nominating Committee was required to include at least one member who is independent upon ceasing to be a “controlled company” and all members of which must be independent within one year of ceasing to be a “controlled company.” Additionally, within 12 months from ceasing to be a “controlled company” we must have a majority of independent directors on the Board of Directors. The Company currently complies with all of Nasdaq’s corporate governance requirements. Currently, the Compensation Committee and the Nominating Committee both consist of two members, all of whom are independent, and 7 of the 11 directors on the Board of Directors are independent (as defined in Nasdaq Marketplace Rule 5605(a)(2)).

#### Information Concerning Directors

*Our Directors.* Expedia Group’s Board currently consists of 11 directors. The name and certain background information regarding each of those directors is set forth below. Except as noted, there are no family relationships among directors or executive officers of Expedia Group.

In addition to the information presented below regarding each director’s specific experience, qualifications, attributes and skills, each director has demonstrated business acumen and an ability to exercise sound judgment. Several of our directors also have extensive management experience in complex organizations. The terms of each of our directors will expire at the next annual meeting of stockholders.

Name	Age	Position With Expedia Group, Inc.
Barry Diller	78	Chairman and Senior Executive
Peter M. Kern	52	Director, Vice Chairman and Chief Executive Officer
Samuel Altman	34	Director
Susan C. Athey	49	Director
A. George “Skip” Battle	76	Director
Chelsea Clinton	40	Director
Jon T. Gieselman	51	Director
Craig A. Jacobson	67	Director
Dara Khosrowshahi	50	Director
Alexander von Furstenberg	50	Director
Julie Whalen	49	Director

### **Barry Diller**

Mr. Diller has been the Chairman of the Board and Senior Executive of Expedia Group since the completion of the Company's spin-off from IAC/InterActiveCorp ("IAC") on August 9, 2005 (the "IAC/Expedia Group Spin-Off") and has also, along with Mr. Kern, overseen Expedia Group's executive leadership team, managing day-to-day operations, since the departure of the Company's former Chief Executive Officer in December of 2019. Mr. Diller held the positions of Chairman of the board and Chief Executive Officer of IAC and its predecessors since August 1995 and ceased serving as Chief Executive Officer in November 2010. Mr. Diller served as Special Advisor to TripAdvisor, Inc., an online travel company, from April 2013 through March 2017, was TripAdvisor's Chairman of the board and Senior Executive from December 2011, when it was spun off from the Company (the "TripAdvisor Spin-Off"), until December 2012, and served as a member of its board of directors until April 2013. Mr. Diller served as the non-executive Chairman of the board of Ticketmaster Entertainment, Inc. from 2008 to 2010, when it merged with Live Nation, Inc. to form Live Nation Entertainment, Inc. Mr. Diller served as the non-executive Chairman of the board of Live Nation Entertainment, Inc. from January 2010 to October 2010 and was a member of its board of directors until January 2011. He also served as Chairman of the board and Chief Executive Officer of QVC, Inc. from December 1992 through December 1994 and as the Chairman of the board and Chief Executive Officer of Fox, Inc. from 1984 to 1992. Prior to joining Fox, Inc., Mr. Diller served for ten years as Chairman of the board and Chief Executive Officer of Paramount Pictures Corporation. Mr. Diller served as a member of the board of directors of Graham Holdings Company (formerly The Washington Post Company) from November 2013 through January 2017. Mr. Diller is currently a member of the board of directors of the Coca-Cola Company. Mr. Diller is also a member of The Business Council, and serves on the Dean's Council of The New York University Tisch School of the Arts, the Board of Councilors for the School of Cinema-Television at the University of Southern California and the Advisory Board for the Peter G. Peterson Foundation.

*Board Membership Qualifications:* As result of his involvement with Expedia Group both while it was operated within IAC and since the IAC/Expedia Group Spin-Off, Mr. Diller has a great depth of knowledge and experience regarding Expedia Group and its businesses. Mr. Diller has extensive management experience, broad international exposure and emerging market experience and innovation and technology experience, including through his service as Chief Executive Officer of media and interactive commerce companies, as well as experience as a director serving on other public company boards, including as Chairman. Mr. Diller also is a significant stockholder of Expedia Group.

### **Peter M. Kern**

Mr. Kern has been a director of Expedia Group since completion of the IAC/Expedia Group Spin-Off, has served as Vice Chairman of Expedia Group since June 2018, and has served as Chief Executive Officer of Expedia Group since April 2020. Immediately prior to his appointment as Chief Executive Officer, Mr. Kern, along with Mr. Diller, had overseen Expedia Group's executive leadership team, managing day-to-day operations, since the departure of the Company's former Chief Executive Officer in December of 2019. Mr. Kern served on the board of directors of Tribune Media Company from October 2016 through the completion of Tribune Media's merger with Nextstar Media Group, Inc. in September 2019, and served as Tribune Media's Chief Executive Officer from March 2017 through September 2019. Kern is a Managing Partner of InterMedia Partners VII, LP, a private equity firm. Prior to joining InterMedia, Mr. Kern was Senior Managing Director and Principal of Alpine Capital LLC. Prior to Alpine Capital, Mr. Kern founded Gemini Associates in 1996 and served as President from its inception through its merger with Alpine Capital in 2001. Prior to founding Gemini Associates, Mr. Kern was at the Home Shopping Network and Whittle Communications. Mr. Kern also currently serves as Chairman of the board of directors of Hemisphere Media Group, Inc., a publicly-traded Spanish-language media company and as Chairman of the Supervisory Board of trivago N.V., a majority-owned subsidiary of Expedia Group, as well as on the boards of several private companies. Mr. Kern holds a B.S. degree from the Wharton School at the University of Pennsylvania.

*Board Membership Qualifications:* Through his extensive background in private equity and as a director of both public and private companies, as well as prior experience in senior executive positions, Mr. Kern has a high level of financial and management expertise and background in analyzing investments and strategic transactions.

### **Samuel Altman**

Mr. Altman has been a director of Expedia Group since September 2019. Mr. Altman is the Chief Executive Officer and a member of the board of directors of OpenAI an organization dedicated to ensuring artificial intelligence benefits all of humanity. From February 2014 through March 2019, he served as President of Y Combinator, a provider of advice and seed financing for startups. Earlier in his career, Mr. Altman, co-founded Loopt, Inc., a provider of mobile location-based services, and served as its Chief Executive Officer until it was acquired by Green Dot Corporation in March 2012, after which he held a number of senior executive positions at Green Dot, including Executive Vice President, Mobile Products and Technology, through December 2013, and served as a member of its board of directors from March 2013 through April 2016. Mr. Altman

has also been the General Partner of Hydrazine Capital, an early-stage venture capital firm, since April 2012. He has invested in a number of private companies, including Reddit, Inc., which operates a social sharing and aggregation website, and Helion Energy, Inc. and Oklo, Inc., which are both developing clean energy solutions. He currently serves on the board of directors of all three companies and as Chairman of Helion and Oklo.

*Board Membership Qualifications:* Mr. Altman has extensive technology experience and expertise, including in the mobile technology and artificial intelligence fields. He also brings valuable perspectives from his work with companies that are implementing rapid technological changes.

### **Susan C. Athey**

Professor Athey has been a director of Expedia Group since December 2015. Professor Athey is the Economics of Technology Professor at Stanford Graduate School of Business. Her research and teaching cover the economics of the internet and digital marketplaces, marketplace design, auctions, platform businesses, online advertising, artificial intelligence, and statistical methods for causal inference. She previously taught at the economics departments at MIT, Stanford and Harvard. In 2007, Professor Athey received the John Bates Clark Medal, awarded by the American Economic Association to “that American economist under the age of forty who is adjudged to have made the most significant contribution to economic thought and knowledge.” She was elected to the National Academy of Science in 2012 and to the American Academy of Arts and Sciences in 2008. She serves on the board of directors of Ripple, a financial services technology startup; Rover, peer-to-peer pet care marketplace; Turo, a peer-to-peer car rental marketplace; and Innovations for Poverty Action, a non-profit. Professor Athey has also been a director of LendingClub Corporation since March 2018. Professor Athey received her bachelor’s degree from Duke University in economics, computer science, and mathematics and her Ph.D. in economics from Stanford. She holds an honorary doctorate from Duke University.

*Board Membership Qualifications:* Professor Athey brings to our Board significant experience as leading expert in the field of economics of the internet and technology, having advised governments and businesses on marketplace design, platform strategy, and artificial intelligence, which are directly relevant to Expedia Group’s businesses. Professor Athey’s unique perspectives assist the Board of Directors in developing strategies for Expedia Group.

### **A. George “Skip” Battle**

A. George “Skip” Battle has been a director of Expedia Group since completion of the IAC/Expedia Group Spin-Off. Mr. Battle previously served as the Executive Chairman of Ask Jeeves, Inc. from January 2004 through July 2005 and as its Chief Executive Officer from December 2000 until January 2004. Mr. Battle was a business consultant and investor and served as a member of the boards of directors of several technology companies. Prior thereto, Mr. Battle served with Andersen Consulting in various roles, including Worldwide Managing Partner, Market Development, until his retirement from Andersen Consulting in 1995. Mr. Battle is currently Chairman of the Compensation Committee of Fair Isaac Corporation, a position he has held since 2002. He is also a director of Workday, Inc. and one nonprofit organization. Mr. Battle also served as a director of PeopleSoft, Inc. from 1995 until its acquisition by Oracle Corp. in 2004, Barra, Inc. from 1996 until 2004, Advent Software, Inc. from 2006 to May 2011, the Masters Select family of funds (all registered investment companies) from August 1996 until December 2012, Sungevity, Inc. from February 2010 until January 2013, LinkedIn Corporation from December 2010 until December 2016, OpenTable, Inc. from January 2006 until July 2014, and Netflix, Inc. from June 2005 to December 2018. Mr. Battle holds a B.A. in economics from Dartmouth College and an M.B.A. from the Stanford Graduate School of Business.

*Board Membership Qualifications:* Mr. Battle has extensive financial, strategic, operational, and corporate governance experience, acquired through his more than thirty years as a business consultant as well as his prior service as a chief executive officer. Mr. Battle also has experience as a director serving on other public company boards.

### **Chelsea Clinton**

Ms. Clinton has been a director of Expedia Group since March 2017. She is a best-selling author and advocate for the advancement of women and children around the world. Ms. Clinton has served as Vice Chair of the Clinton Foundation since March 2013, where her work emphasizes improving global and domestic health, creating service opportunities and empowering the next generation of leaders. Prior to assuming this role, Ms. Clinton served as a member of the board of directors of the Clinton Foundation from September 2011. Ms. Clinton has also served as a member of the board of directors of the Clinton Health Access Initiative since September 2011. Ms. Clinton also teaches at the Columbia University Mailman School of Public Health. From March 2010 through May 2013, Ms. Clinton served as an Assistant Vice Provost at New York University, where she focused on interfaith initiatives and the university’s Global Expansion Program. From November 2011 to August 2014, Ms. Clinton also worked as a special correspondent for NBC News. Prior to these efforts, Ms. Clinton worked as an associate at McKinsey & Company, a consulting firm, from August 2003 to October 2006, and as an associate at Avenue Capital Group, an

investment firm, from October 2006 to November 2009. Ms. Clinton also currently serves on the board of directors of IAC, The School of American Ballet, Clover Health and Nurx Inc.; the Board of Overseers of the Weill Cornell Medical College and the Columbia University Mailman School of Public Health; the Board of Trustees of the Africa Center; and as Co-Chair of the Advisory Board of the Of Many Institute at New York University. She currently serves as an advisor to LiveSafe, Inc. Ms. Clinton holds a B.A. from Stanford, an MPH from Columbia's Mailman School of Public Health and both an MPhil and a Doctorate in International Relations from Oxford University.

*Board Membership Qualifications:* Ms. Clinton's broad public policy experience, keen intellectual acumen and youthful perspective enhance the diversity of experience, backgrounds and opinions represented on the Board.

#### **Jon T. Gieselman**

Mr. Gieselman has been a director of Expedia Group since December 2019. Mr. Gieselman has served as Vice President of Services Marketing at Apple, Inc. since May of 2016, where he is responsible for the global marketing and sales functions for Apple's Services Support Group, which includes Apple Music and iTunes. From October 2015 through January 2016, Mr. Gieselman served as Senior Vice President of Marketing at DirecTV, Inc., a direct broadcast satellite service provider having previously served in senior marketing roles at Sears Holding Corporation, Home Shopping Network and Ray-Ban Sunglasses. Mr. Gieselman holds a B.A. from Boston College and an M.B.A. from St. John Fisher College. He was inducted into the American Advertising Federation's Advertising Hall of Achievement in 2008.

*Board Membership Qualifications:* Mr. Gieselman provides valuable expertise in the fields of marketing, advertising and sales, as well as significant experience leading global marketing organizations.

#### **Craig A. Jacobson**

Mr. Jacobson has been a director of Expedia Group since December 2007. Mr. Jacobson is a founding partner at the law firm of Hansen, Jacobson, Teller, Hoberman, Newman, Warren, Richman, Rush, Kaller & Gellman, L.L.P., where he has practiced entertainment law for the past 32 years. Mr. Jacobson is currently a member of the board of directors of Charter Communications, Inc., Oaktree Specialty Lending Corporation and Oaktree Strategic Income Corporation, having previously served as a director of Tribune Media Company (from December 2010 until its merger with Nexstar Media Group, Inc. in September 2019), of Ticketmaster (from August 2008 until its merger with Live Nation, Inc. in January 2010), as well as of privately-held companies Aver Media, a Canadian lending institution and Eventful Inc., a digital media company. Mr. Jacobson was a co-founder of New Form Digital, formerly a venture with Discovery Communications, focusing on short form digital content and Whisper Advisors, a boutique investment banking/advisory company.

*Board Membership Qualifications:* Mr. Jacobson has extensive legal and business knowledge and experience in corporate governance matters. Mr. Jacobson also has significant financial knowledge gained during his thirty years practicing law and advising media companies, as well as his service as a director serving on public and private company boards.

#### **Dara Khosrowshahi**

Mr. Khosrowshahi has been a director of Expedia Group since completion of the IAC/Expedia Group Spin-Off. Mr. Khosrowshahi has served as the Chief Executive Officer of Uber Technologies, Inc. since August 2017. Previously, Mr. Khosrowshahi served as the Chief Executive Officer and President of Expedia Group from the completion of the IAC/Expedia Group Spin-Off until August 2017. Mr. Khosrowshahi served as the Chief Executive Officer of IAC Travel, a division of IAC, from January 2005 to the IAC/Expedia Group Spin-Off date. Prior to his tenure as Chief Executive Officer of IAC Travel, Mr. Khosrowshahi served as Executive Vice President and Chief Financial Officer of IAC from January 2002 to January 2005, as IAC's Executive Vice President, Operations and Strategic Planning, from July 2000 to January 2002 and as President, USA Networks Interactive, a division of IAC, from 1999 to 2000. Mr. Khosrowshahi joined IAC in 1998 as Vice President of Strategic Planning and was promoted to Senior Vice President in 1999. Mr. Khosrowshahi worked at Allen & Company LLC from 1991 to 1998, where he served as Vice President from 1995 to 1998. Mr. Khosrowshahi also served as director of TripAdvisor, Inc., from the TripAdvisor Spin-Off until February 2013 and The New York Times Company from May 2015 to September 2017.

*Board Membership Qualifications:* Mr. Khosrowshahi possesses in-depth experience with and knowledge of the online travel industry gained through his prior service as Chief Executive Officer of IAC Travel, as Chief Executive Officer of Expedia Group and as a director of TripAdvisor, Inc. and trivago N.V. Mr. Khosrowshahi also has a high level of financial literacy and expertise regarding mergers, acquisitions, investments and other strategic transactions.

**Alexander von Furstenberg**

Mr. von Furstenberg has been a director of Expedia Group since December 2015. Mr. von Furstenberg currently serves as Chief Investment Officer of Ranger Global Advisors, LLC (“Ranger”), a family office focused on value-based investing, which he founded in June 2011. Prior to founding Ranger, Mr. von Furstenberg founded Arrow Capital Management, LLC, a private investment firm focused on global public equities, where he served as Co-Managing Member and Chief Investment Officer since 2003. Mr. von Furstenberg has served as a member of the board of directors of IAC since 2008, Liberty Expedia since November 2016, La Scogliera, an Italian financial holding company, since December 2016 and served as a member of the board of directors of W.P. Stewart & Co. Ltd., a Bermuda based asset management firm, until the company was acquired in December 2013. Since 2001, he has acted as Chief Investment Officer of Arrow Investments, Inc., the private investment office that serves his family. Mr. von Furstenberg also serves as a partner and Co-Chairman of the board of Diane von Furstenberg Studio, LLC. In addition to the philanthropic work accomplished through his position as a director of The Diller-von Furstenberg Family Foundation, Mr. von Furstenberg also serves on the board of directors of Friends of the High Line.

*Board Membership Qualifications:* Mr. von Furstenberg has private investment and board experience, which the Board of Directors believes give him particular insight into capital markets and investment strategy, as well as a high level of financial literacy. Mr. von Furstenberg is Mr. Diller’s stepson.

**Julie Whalen**

Ms. Whalen has been a director of Expedia Group since June 2019. Ms. Whalen is the Executive Vice President and Chief Financial Officer of Williams-Sonoma, Inc., a global specialty retailer, where she is responsible for overseeing Williams-Sonoma’s global financial departments including controllership, corporate financial planning and analysis, tax, treasury, investor relations, risk management and internal audit and has shared accountability of the brand finance functions. She joined Williams-Sonoma in 2001 in the corporate financial planning organization and progressed through positions of increasing responsibility from Vice President, Corporate Controller to Senior Vice President and Treasurer, and was appointed Executive Vice President and Chief Financial Officer in 2012. Ms. Whalen began her career in public accounting with KPMG Peat Marwick LLP. Ms. Whalen is a Certified Public Accountant and holds both a B.S. in accounting and a J.D. from Pepperdine University.

*Board Membership Qualifications:* Ms. Whalen has extensive experience in public company finance, accounting and SEC reporting matters. As a senior leader of another large public company, she also brings corporate governance, risk management, investor relations and operational expertise to our board.

**Information Concerning Executive Officers**

Background information about each of Expedia Group’s executive officers, who does not also serve as a director of Expedia Group, is provided below, as of April 13, 2020.

Name	Age	Position With Expedia Group, Inc.
Robert J. Dzielak	49	Chief Legal Officer and Secretary
Eric M. Hart	44	Chief Financial Officer and Chief Strategy Officer
Lance A. Soliday	47	Senior Vice President, Chief Accounting Officer and Controller

*Robert J. Dzielak* has served as Expedia Group’s Chief Legal Officer and Secretary since March 2018, previously serving as its Executive Vice President, General Counsel and Secretary since April 2012. Mr. Dzielak had previously served as Senior Vice President and acting General Counsel since October 2011. Since joining the Company as Assistant General Counsel in April 2006 and through his service as Vice President and Associate General Counsel between February 2007 and October 2011, Mr. Dzielak held primary responsibility for the worldwide litigation portfolio of the Company and its brands. Prior to joining Expedia Group, Mr. Dzielak was a partner at the law firm of Preston, Gates and Ellis, LLP (now K&L Gates LLP), where his practice focused on commercial and intellectual property litigation. Mr. Dzielak received his J.D. from The John Marshall Law School. Mr. Dzielak is currently a member of the Supervisory Board of trivago, N.V.

*Eric M. Hart* has served as the Chief Financial Officer of Expedia Group since April 2020, overseeing Expedia Group’s accounting, financial reporting and analysis, investor relations, treasury, internal audit, tax, and real estate teams. Mr. Hart had served as acting Chief Financial Officer since the departure of the former Chief Financial Officer in December of 2019. Mr. Hart has also served as Expedia Group’s Chief Strategy Officer since November 1, 2019 with responsibility for the Company’s strategy and business development, as well as global M&A and investments. Prior to assuming the Chief Strategy

Officer position, Mr. Hart served as the General Manager of the Company's CarRentals.com brand for nearly three years. Prior to that, he oversaw corporate strategy for the Company, leading some of the Company's largest acquisitions. Before joining Expedia Group, Mr. Hart spent time as a Vice President at Lake Capital, as a Project Leader at Boston Consulting Group, and as a Consultant at Accenture. Mr. Hart holds a bachelor's degree from Georgia State University and a Master's in Business Administration from University of Chicago Booth School of Business.

Lance A. Soliday has served as Expedia Group's Senior Vice President, Chief Accounting Officer and Controller since February 2017, and as Vice President, Chief Accounting Officer and Controller from September 2011 until February 2017 and, prior to that, as Senior Director, Financial Reporting since February 2009. Mr. Soliday has previously served as the Company's Director, Financial Reporting since December 2006 and Director, Accounting Research since joining the Company in May 2006. Prior to joining Expedia Group, Mr. Soliday held various roles in the finance departments of Amazon.com and Microsoft Corporation. Previously, Mr. Soliday was an accountant with Deloitte & Touche LLP. Mr. Soliday received his bachelor's degree from Central Washington University and is a certified public accountant.

### **Section 16(a) Beneficial Ownership Reporting Compliance**

Pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Expedia Group officers and directors and persons who beneficially own more than 10% of a registered class of Expedia Group's equity securities are required to file initial statements of beneficial ownership (Form 3) and statements of changes in beneficial ownership (Forms 4 and 5) with the SEC. Such persons are required by the rules of the SEC to furnish Expedia Group with copies of all such forms they file. Based solely on a review of the copies of such forms furnished to the Company and/or written representations that no additional forms were required, we believe that all of the Company's directors, officers and 10% beneficial holders complied with all of the reporting requirements applicable to them with respect to transactions during 2019.

### **Code of Ethics**

We have adopted a Code of Business Conduct and Ethics for Directors and Senior Financial Officers (the "Code of Ethics") that applies to our Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer and Controller, and is a "code of ethics" as defined by applicable rules of the SEC. The Code of Ethics is posted on our corporate website at [www.expediagroup.com/Investors](http://www.expediagroup.com/Investors) under the "Corporate Governance" tab. If we make any substantive amendments to the Code of Ethics or grant any waiver, including any implicit waiver, from a provision of the Code of Ethics to our Chief Executive Officer, Chief Financial Officer, or Chief Accounting Officer and Controller, we will disclose the nature of the amendment or waiver on that website or in a report on Form 8-K filed with the SEC.

### **Board Committees**

Currently, the Board of Directors has the following standing committees: the Audit Committee, the Compensation Committee, the Nominating Committee and the Executive Committee. Prior to July 26, 2019, the Company also had a Section 16 Committee, which was disbanded in connection with the closing of the Liberty Expedia Transaction.

The Audit, Compensation and Nominating Committees operate under written charters adopted by the Board of Directors. These charters are available on the "Corporate Governance" page of the "Investors" section of the Company's corporate website at [www.expediagroup.com](http://www.expediagroup.com). The following table sets forth the members of each standing committee.

Name	Audit Committee	Compensation Committee <sup>(4)</sup>	Executive Committee	Nominating Committee <sup>(7)</sup>
Barry Diller	—	—	X	—
Peter M. Kern	—	—	X	—
Samuel Altman <sup>(1)(2)</sup>	—	—	—	—
Susan C. Athey <sup>(1)</sup>	—	—	—	—
A. George “Skip” Battle <sup>(1)</sup>	X (Chair)	—	—	—
Chelsea Clinton <sup>(1)</sup>	—	X (Chair)	—	X
Jon T. Gieselman <sup>(1)(3)</sup>	—	—	—	—
Craig A. Jacobson <sup>(1)(4)</sup>	X	X	—	X (Chair)
Dara Khosrowshahi <sup>(5)</sup>	—	—	—	—
Alexander von Furstenberg	—	—	—	—
Julie Whalen <sup>(1)(6)</sup>	X	—	—	—

- (1) Independent director.
- (2) Mr. Altman was elected to the Board, effective September 10, 2019.
- (3) Mr. Gieselman was elected to the Board, effective December 3, 2019.
- (4) Mr. Jacobson stepped down as Co-Chair of the Compensation Committee, effective September 10, 2019.
- (5) Mr. Khosrowshahi stepped down as a member of the Nominating Committee, effective March 12, 2020.
- (6) Ms. Whalen was elected to the Board and appointed to the Audit Committee, effective June 5, 2019.
- (7) The Nominating Committee was formed effective as of July 26, 2019, with the tenure of each member commencing on such date.

The Board of Directors has determined that each of Mses. Athey, Clinton and Whalen, and Messrs. Altman, Battle, Gieselman, and Jacobson is an “independent director” as defined by the Nasdaq listing rules. In making its independence determinations, the Nominating Committee (for nominations made after the Nominating Committee’s formation) and Board considered the applicable legal standards and any relevant transactions, relationships or arrangements, including:

- consulting services provided by Ms. Athey to the Company for which she did not receive additional compensation; and
- Ms. Clinton’s service as a member of IAC’s board of directors; and
- legal services provided to a subsidiary of IAC by the law firm in which Mr. Jacobson is a partner.

*Audit Committee.* The Audit Committee of the Board of Directors currently consists of three non-employee directors: Messrs. Battle and Jacobson and Ms. Whalen. Mr. Battle is the Chairman of the Audit Committee. The Board has determined that (i) each of the directors serving on our Audit Committee is independent within the meaning of SEC and Nasdaq rules and is able to read and understand fundamental financial statements as required by Nasdaq rules, and (ii) each of Mr. Battle and Ms. Whalen is an “audit committee financial expert,” as defined under the SEC rules.

The Audit Committee operates pursuant to a written charter adopted by the Board, pursuant to which the Audit Committee is granted the responsibilities and authority necessary to comply with Rule 10A-3 of the Exchange Act. The full text of the current Audit Committee charter is available in the Corporate Governance section of our corporate website at [www.expediagroup.com](http://www.expediagroup.com). The Audit Committee is appointed by the Board to assist the Board with a variety of matters discussed in detail in its charter, including monitoring: (1) the integrity of the Company’s financial reporting process, (2) the independent registered public accounting firm’s qualifications and independence, (3) the performance of Company’s internal audit function and the independent registered public accounting firm and (4) the Company’s compliance with legal and regulatory requirements.

The Audit Committee met eight times in 2019. The formal report of the Audit Committee with respect to the year ended December 31, 2019, is set forth under the heading “*Audit Committee Report*” below.

*Compensation Committee.* The Compensation Committee of the Board of Directors currently consists of two directors: Ms. Clinton, who is also Chair, and Mr. Jacobson. On June 20, 2018, Ms. Clinton was appointed to the Compensation

Committee and Mr. Jacobson was appointed Co-Chair of the Compensation Committee. On June 5, 2019, Ms. Clinton was appointed Co-Chair of the Compensation Committee. Mr. Jacobson subsequently resigned as Co-Chair on September 10, 2019 and Ms. Clinton became sole Chair of the Compensation Committee. In 2019, the Compensation Committee met six times and acted by unanimous written consent three times. Mr. Dolgen and Ms. Coe were both members of the Compensation Committee in 2019 until their resignations from the Board effective June 5, 2019 and July 26, 2019, respectively.

Each director who served during 2019 as a Compensation Committee member satisfied (with the exception of Ms. Coe), and each current member of the Compensation Committee satisfies, the independence requirements for Compensation Committee members during such service under the standards imposed by the rules of the SEC and Nasdaq. No director who served in 2019 as a Compensation Committee member was, and no current member of the Compensation Committee is, an employee of Expedia Group during such service.

The Compensation Committee is responsible for, among other matters, (1) administering and overseeing the Company's executive compensation program, including salary matters, bonus plans and stock compensation plans, and (2) approving all grants of equity awards (except to the extent described below in "*Section 16 Committee*" through July 26, 2019), (3) oversight of the Company's succession plans relating to members of the Company's senior management team other than the CEO, (4) oversight and administration of compensation-related policies applicable to the Company's senior management, and (5) oversight and guidance on the Company's strategic diversity and inclusion initiatives and establishing the Company's general compensation philosophy and oversight of compensation and benefits programs. The responsibilities described in items (3) through (5) above constitute an expansion of the Compensation Committee's previous role, which was approved by the Board on September 10, 2019. A description of the Company's processes and procedures for the consideration and determination of executive compensation is included in section below titled "*Compensation Discussion and Analysis*" in Item 11, "*Executive Compensation*."

*Section 16 Committee.* In 2019, Mr. Jacobson was Co-Chair and Ms. Clinton was a member of the Section 16 Committee until it was disbanded, effective July 26, 2019 in connection with the closing of the Liberty Expedia Transaction. Mr. Dolgen was also a member of the Section 16 Committee in 2019 until his resignation from the Board on June 5, 2019. In 2019, the Section 16 Committee met four times.

Each director who served as a Section 16 Committee member during 2019 through its disbanding in July 2019 member was an "independent director" as defined by the Nasdaq listing rules and satisfied the definition of "non-employee director" for purposes of Section 16 of the Exchange Act during such service. The Section 16 Committee was authorized to exercise all powers of the Board of Directors with respect to matters governed by Rule 16b-3 under the Exchange Act, including approving grants of equity awards to Expedia Group's executive officers.

*Compensation Consultant Independence.* During 2019, management retained Compensia, Inc., a compensation consulting firm ("*Compensia*"), to conduct a review of Expedia Group's compensation peer groups, and to compile data from proxy statements and other SEC filings of peer companies regarding compensation for certain executive officer positions and provided Compensia instruction and direction consistent therewith. The Compensation Committee considered various factors bearing upon Compensia's independence including, but not limited to, the amount of fees received by Compensia from Expedia Group as a percentage of Compensia's total revenue, Compensia's policies and procedures designed to prevent conflicts of interest, and the existence of any business or personal relationship that could impact Compensia's independence. After reviewing these and other factors, the Compensation Committee determined that Compensia was independent and that its engagement did not present any conflicts of interest.

*Compensation Policies and Practices Risk Assessment.* Consistent with SEC disclosure requirements, management has assessed compensation policies and practices for Company employees and has concluded that such policies and practices do not create risks that are reasonably likely to have a material adverse effect on the Company.

*Nominating Committee.* The Nominating Committee of the Board of Directors, which was formed effective as of July 26, 2019, currently consists of two directors: Ms. Clinton and Mr. Jacobson, each of whom was appointed to the Nominating Committee effective July 26, 2019. Mr. Khosrowshahi, who was also appointed to the Nominating Committee on July 26, 2019, subsequently stepped down from the Nominating Committee on March 12, 2020 to comply with Nasdaq corporate governance requirements related to director independence. The Nominating Committee functions pursuant to a written charter adopted by the Board of Directors. The Nominating Committee is appointed by the Board to assist the Board by: (i) identifying, reviewing and evaluating individuals qualified to become Board members; (ii) recommending director nominees for the next annual meeting of stockholders and nominees to fill vacancies on the Board as necessary; and (iii) making recommendations with respect to the compensation and benefits of directors. In 2019, the Nominating Committee acted once by unanimous written consent.

*Executive Committee.* The Executive Committee of the Board of Directors currently consists of two directors: Messrs. Diller and Kern. Mr. Okerstrom served as a member of the Executive Committee in 2019 until his resignation as Chief Executive Officer and as a member of the Board of Directors on December 3, 2019. In 2019, the Executive Committee met four times. The Executive Committee has all the power and authority of the Board of Directors, except those powers specifically reserved to the Board by Delaware law.

*Other Committees.* As described in the Quarterly Report on Form 10-Q filed by Expedia Group on November 7, 2019, in connection with the Company's acquisition of Liberty Expedia, three lawsuits were filed by Expedia Group stockholders in the Delaware Court of Chancery against the Company and all then-current and one former member of the Board, alleging, among other things, that the individual defendants violated their fiduciary duties by wrongfully causing the Company to enter into certain agreements with Mr. Diller in connection with the acquisition of Liberty Expedia by Expedia Group on July 26, 2019. On September 20, 2019, the court appointed a lead plaintiff and its counsel, and ordered the filing of a consolidated amended complaint. In October 2019, plaintiffs filed a consolidated amended complaint. The action is captioned *In re Expedia Group Stockholders Litigation*, Consolidated Case No. 2019-0494-JTL (the "*Litigation*").

On December 3, 2019, the Board formed a Special Litigation Committee to investigate and evaluate the claims raised in the Litigation and to prepare a report, arrive at a decision and take such other action in connection with the Litigation as the Special Litigation Committee deems necessary or appropriate and in the best interests of the Company and its stockholders, in accordance with Delaware law. The Special Litigation Committee's determinations shall be final and binding upon the Company and not subject to review by the Board. The Special Litigation Committee is authorized to retain such independent legal counsel, financial advisors, or other consultants and advisors as it deems necessary or appropriate in connection with investigating and evaluating the claims alleged in the Litigation.

The Board appointed Julie Whalen and Jon T. Gieselman, both of whom are independent, non-management members of the Board and neither of whom served on the Board at the time of the challenged transaction, to serve on the Special Litigation Committee.

### **Part III. Item 11. Executive Compensation**

#### **Compensation Discussion and Analysis**

##### **Overview**

*2019 Named Executive Officers.* This Compensation Discussion and Analysis describes Expedia Group's executive compensation program as it relates to the following individuals who are "named executive officers" of Expedia Group for the fiscal year ended December 31, 2019:

<b>Name</b>	<b>Position With Expedia Group, Inc.</b>
Barry Diller	Chairman/Senior Executive
Peter Kern	Vice Chairman and Chief Executive Officer
Robert Dzielak	Chief Legal Officer and Secretary
Eric Hart	Chief Financial Officer and Chief Strategy Officer
Lance Soliday	Senior Vice President, Chief Accounting Officer and Controller
Mark Okerstrom	Former President and Chief Executive Officer
Alan Pickerill	Former Executive Vice President, Chief Financial Officer and Treasurer

*2019 Chief Executive Officer and Chief Financial Officer Changes.* On December 3, 2019, the Board of Directors accepted the resignation of Mark Okerstrom as Expedia Group's President, Chief Executive Officer and member of the Board of Directors and of Alan Pickerill as Expedia Group's Executive Vice President, Chief Financial Officer and Treasurer, in each case effective immediately. The Board also approved the appointment of Eric Hart to serve as acting Chief Financial Officer, succeeding Mr. Pickerill, while continuing to serve as Expedia Group's Chief Strategy Officer. In connection with these changes, Chairman of the Board and Senior Executive, Barry Diller, and Vice Chairman of the Board, Peter Kern, agreed to jointly preside over the Company's day to day operations. Compensation arrangements for Messrs. Okerstrom and Pickerill in connection with these changes are described in the section below titled "*Severance - Okerstrom and Pickerill Severance.*"

## **Compensation Program Philosophy and Objectives**

Expedia Group's executive compensation program is designed to attract, motivate, retain and reward highly skilled executives with the business experience and acumen that we believe are necessary for achievement of Expedia Group's long-term business objectives. We support a pay for performance culture where employees are rewarded for individual, business and overall company success. The executive compensation program is designed to reward short- and long-term performance and to align the financial interests of executive officers with the interests of our stockholders. To that end, we believe that compensation packages provided to executive officers should generally include both annual cash (including performance-based bonus opportunities) and a significant longer-term equity-based component. We evaluate both performance and compensation levels to ensure that:

- Expedia Group maintains its ability to attract and retain outstanding employees in executive positions;
- the compensation provided to Expedia Group's executives remains competitive with the compensation paid to similarly situated executives at comparable companies; and
- Expedia Group's compensation programs are applied in an internally consistent manner and fall within pre-established cash and equity compensation budgets.

## **Roles of the Compensation Committee and Section 16 Committee**

Historically, Expedia Group has had a Compensation Committee and a Section 16 Committee that together had primary responsibility for establishing the compensation of Expedia Group's named executive officers. The Compensation Committee was responsible for (i) administering and overseeing Expedia Group's executive compensation program, including salary matters, bonus plans and equity compensation plans, and (ii) approving all grants of equity awards, but excluding matters governed by Rule 16b-3 under the Exchange Act. The Section 16 Committee was responsible for administering and overseeing matters governed by Rule 16b-3 under the Exchange Act, including approving grants of equity awards to executive officers. The Board of Directors disbanded the Section 16 Committee, effective July 26, 2019 and approved amendments to the Compensation Committee charter on September 10, 2019. For additional details regarding the amended Compensation Committee charter, as well as changes to the composition of the Compensation Committee, see "*Board Committees - Compensation Committee*" and "*Board Committees - Section 16 Committee*" in Item 10, "*Directors, Executive Officers and Corporate Governance*."

The Compensation Committee is appointed by the Board of Directors and, with the exception of Ms. Coe during her tenure, each member satisfied the independence requirements for Compensation Committee members under the current standards imposed by the rules of the SEC and Nasdaq. The Section 16 Committee was also appointed by the Board of Directors and consisted entirely of directors who were "non-employee directors" for purposes of Rule 16b-3 under the Exchange Act. For the purposes of this Compensation Discussion and Analysis, we refer to the Compensation Committee and Section 16 Committee collectively as the "Compensation Committees."

## **Role of Executive Officers**

Expedia Group management participates in reviewing and refining Expedia Group's executive compensation program. In the first quarter of 2019, Mr. Diller and Mr. Okerstrom, then the Company's Chief Executive Officer, met with the Compensation Committees to discuss their views on corporate performance, individual executive officer performance, and compensation packages for the executive team. Mr. Okerstrom reviewed with the Compensation Committees the performance of Expedia Group and each named executive officer, other than himself and Messrs. Diller and Kern, and made recommendations with respect to the appropriate base salary, annual cash bonus and grants of long-term equity incentive awards. Mr. Diller met separately with the Compensation Committees to discuss his own, Mr. Kern's and Mr. Okerstrom's performance, and to recommend an appropriate compensation package for Messrs. Kern and Okerstrom. The Compensation Committees then discussed each recommendation, with each of Messrs. Diller and Okerstrom absent when his respective compensation is discussed. After considering these recommendations and other considerations discussed below, the Compensation Committees determined the annual compensation package for each executive officer.

In the first quarter of 2020, a similar process was followed with respect to approval of the executive officer's annual cash bonuses for 2019, except that Mr. Diller and Mr. Kern discussed corporate performance, individual executive officer performance and recommended compensation.

## **Role of Compensation Consultants**

In connection with the Company's annual compensation review meetings in each of 2019 and 2020, Compensia, Inc., an independent compensation consulting firm, was retained to conduct an independent review of the prior year's compensation peer group for positions held by executive officers and to compile data from proxy statements and other SEC filings of peer

companies regarding compensation for executive officer positions, where available. Compensia also advised the Compensation Committees with regard to a performance-based restricted stock unit award granted to Mr. Kern in March 2019, which is discussed below in the section titled “*Compensation Program Elements-Equity Compensation*.” Expedia Group also regularly uses non-customized survey or other data from a number of compensation consulting firms. A more detailed description of the compensation peer group review and use of survey and other data provided by compensation consultants is included below in the section titled “*Role of Peer Groups, Surveys and Benchmarking*.”

### **Role of Stockholder Say-on-Pay Votes**

Expedia Group provides its stockholders with the opportunity to cast a triennial advisory vote on executive compensation (“say-on-pay”), which reflects the preference expressed by our stockholders in 2017 with respect to the frequency of the say-on-pay vote. At Expedia Group’s annual meeting of stockholders held in June 2017, 76% of the votes cast on the say-on-pay proposal at that meeting were voted in favor of the proposal. The Compensation Committee believes that the vote reflected stockholder support of Expedia Group’s approach to executive compensation, and, as such, did not make changes based on the 2017 vote. Stockholders will again have an opportunity to cast a say-on-pay vote at the 2020 Annual Meeting. Expedia Group management continues to engage in dialogue with many of the Company’s largest stockholders, and the Compensation Committees will continue to consider stockholder feedback and the results of the Company’s say-on-pay votes when making future compensation decisions for the Company’s executive officers.

### **Role of Peer Groups, Surveys and Benchmarking**

Multiple data sources are considered when reviewing compensation information to ensure that the data reflect compensation practices of relevant companies in terms of size, industry and geographic location. Among other factors, the following information, when available, is considered when establishing compensation for executive officers:

- Data regarding compensation for comparable executive officer positions from recent proxy statements and other SEC filings of peer companies, which include:
  - direct industry competitors,
  - non-industry companies with which Expedia Group commonly competes for talent (including both regional and national competitors), and
  - data regarding compensation levels for all our employees; and
- Data from salary and equity compensation surveys that include companies of a similar size, based on market capitalization, revenues and other factors.

In light of his role as both Chairman and Senior Executive of Expedia Group, a separate peer group comprised of executives in broadly comparable roles is considered with respect to Mr. Diller’s compensation.

When available, competitive market compensation paid by other peer group companies is considered, but the Compensation Committee does not attempt to maintain a certain target percentile within the peer group or otherwise rely solely on such data. Management and the Compensation Committee strive to incorporate flexibility into the compensation programs and the assessment process to respond to and adjust for the evolving business environment and the value delivered by the executive officers.

In addition, we review each of our peer groups annually. For both 2019 and 2020, we engaged Compensia to conduct an initial review and make recommendations regarding peer group changes. In each case, the Compensation Committees then considered any proposed changes prior to approving the peer groups for the upcoming year.

### **2019 Peer Groups**

In connection with the Compensation Committees’ approval of executive officer base salary and equity compensation during 2019, which is discussed below in the sections titled “*Compensation Program Elements-Base Salary*” and “*Compensation Program Elements-Equity Compensation*,” data regarding compensation for comparable executive officer positions at the following peer companies were considered:

Executive Officer Peer Group (other than Chairman/Senior Executive):

Activision Blizzard, Inc.	Intuit Inc.
Alliance Data Systems Corporation.	Marriott International Inc.
Booking Holdings, Inc	PayPal Holdings, Inc.
eBay, Inc.	salesforce.com, inc.
Electronic Arts Inc.	TripAdvisor, Inc.
First Data Corporation	VMware, Inc
Hilton Worldwide Holdings, Inc.	Zillow Group, Inc

Chairman/Senior Executive Peer Group:

Booking Holdings, Inc.	Marriott International, Inc.
Charles Schwab	News Corporation
DISH Network Corporation	Twitter, Inc.
Host Hotels & Resorts, Inc.	Starbucks Corporation
Hyatt Hotels Corporation	Zillow Group, Inc.

**2020 Peer Groups**

In connection with the Compensation Committee’s approval of executive officer cash bonuses for 2019, which were approved in the first quarter of 2020 and are discussed below in the section titled “*Compensation Program Elements-Cash Bonuses*,” the Compensation Committee considered data from the same peer groups other than the following changes:

Executive Officer Peer Group (other than Chairman/Senior Executive):

- The removal of First Data Corporation due to its recent acquisition, as well as PayPal Holdings, Inc. and salesforce.com, inc. to better align on relative market capitalization, and
- The addition of CenturyLink, Inc., Carnival Corporation & plc and Royal Caribbean Cruises Ltd., CBS Corporation, Discovery, Inc., Live Nation Entertainment, Inc., Twitter, Inc. and Uber Technologies, Inc. to bolster the size of the group to ensure robust market data for a range of executive positions, and to better align on relative size and value including criteria such as revenue and market capitalization.

Chairman/Senior Executive Peer Group:

- The removal of Booking Holdings, Inc., Starbucks Corporation and Zillow Group, Inc. as in each case the executive chair had transitioned out of that role, as well as Twitter, Inc. because Twitter no longer publicly files compensation data for its executive chair; and
- The addition of Best Buy Co., Inc., Carnival Corporation & plc, and Chipotle Mexican Grill, Inc. as each had a comparable executive chair role and to ensure that the peer group remains robust.

**Compensation Program Elements****General**

The primary elements of the executive compensation program are base salary, cash bonus, equity compensation and, in certain instances, perquisites and other benefits. The Compensation Committee reviews these elements in the first quarter of each year in light of Company and individual performance, recommendations from management and other relevant information, including prior compensation history and outstanding long-term compensation arrangements. Management and the Compensation Committee believe that there are multiple, dynamic factors that contribute to success at an individual and business level and have therefore avoided adopting strict formulas and relied primarily on a discretionary approach that allows the Compensation Committee to set executive compensation levels on a case-by-case basis, taking into account all factors the Compensation Committee considers relevant.

Following recommendations from management, the Compensation Committee may adjust compensation for executive officers at other times during the year including when executives are hired or appointed, when there are significant changes in their responsibilities, in connection with their entry into new or extended employment agreements, or under other circumstances that the Compensation Committee considers appropriate.

### **Base Salary**

Base salary represents the fixed portion of an executive officer's compensation and is intended to provide compensation for expected day-to-day performance. An executive officer's base salary is initially determined upon hire or promotion based on the executive officer's responsibilities, prior experience, and salary levels of other executives within Expedia Group and similarly situated executives at comparable companies. Mr. Kern has not received a base salary since his appointment as an executive officer of the Company in June 2018.

Base salary is typically reviewed annually, at the time of the executive's hire, promotion or expansion in responsibilities, or entry into a multi-year employment agreement, at which time management makes recommendations to the Compensation Committee based on consideration of a variety of factors, including:

- the executive's total compensation relative to other executives in similarly situated positions;
- individual performance of the executive;
- the executive's responsibilities, prior experience, including any additional compensation such as signing bonuses or relocation benefits;
- the terms of the executive's employment agreement, if any;
- general economic conditions and specific company financial performance;
- competitive compensation market data, when available; and
- the recommendations of the Vice Chairman/Chief Executive Officer, or Chairman/Senior Executive other than in connection with their own compensation

*2019 Annual Compensation Review.* In February 2019, the Compensation Committee approved an increase in Mr. Pickerill's base salary from \$525,000 to \$575,000, reflecting his performance since initially being appointed as the Company's Executive Vice President and Chief Financial Officer in September 2017, and an increase in Mr. Soliday's base salary from \$329,600 to \$339,488, reflecting a standard market-based increase. Base salaries for Messrs. Diller, Okerstrom and Dzielak remained unchanged. Mr. Hart's base salary was \$425,000 at the time of his appointment as acting Chief Financial Officer and was not changed in connection with his assumption of that role.

### **Annual Cash Bonuses**

Cash bonuses are granted to recognize and reward an individual's annual contribution to Company performance. Bonus target percentages for executive officers, other than the Chairman/Senior Executive, Vice Chairman/Chief Executive Officer, are generally established by the Compensation Committee, based on the recommendation of management, at the time of the executive's hire, promotion, expansion in responsibilities, or entry into a multi-year employment agreement, and generally take into account the scope of an executive's responsibilities and comparative market data.

Bonus target percentages for executives other than the Chairman/Senior Executive, Vice Chairman/Chief Executive Officer are generally reviewed by the Vice Chairman and Chief Executive Officer with the approval of the Chairman/Senior Executive and the Compensation Committee. In addition to annual bonuses related to performance, management may also recommend that the Compensation Committee grant bonuses to new executive officers upon hire or existing executive officers upon promotion or in connection with contractual severance rights. Expedia Group utilizes new hire bonuses to help attract highly skilled executives to Expedia Group and to offset an executive's loss of incentive compensation from a prior employer.

At the time of the Compensation Committee's approval of the 2019 cash bonuses to executive officers in February 2020, Mr. Dzielak had a target cash bonus of 100% of his base salary, Mr. Hart had a target cash bonus of 80% of his base salary, and Mr. Soliday had a target cash bonus of 50% of his base salary. At the time of his resignation as Chief Financial Officer of the Company in December 2019, Mr. Pickerill had a target cash bonus of 80% of his base salary. Mr. Diller does not, and Mr. Okerstrom during his tenure as Chief Executive Officer, did not have a target cash bonus percentage as their base salaries tended to be lower than executives in comparable roles and their annual bonus payments were highly variable. Mr. Kern has not received a salary or cash bonus since his appointment as an executive officer of the Company in June 2018.

When approving annual bonuses for executive officers, the Compensation Committee takes into account a variety of factors, including:

- Expedia Group's business and financial performance, including year-over-year performance;

- the executive’s target cash bonus percentage, if any;
- the executive’s individual performance;
- the terms of the executive’s employment agreement or separation arrangements, if applicable;
- the overall funding of the cash bonus pool;
- amount of bonus relative to other Company executives;
- general economic conditions;
- competitive compensation market data, when available; and
- the recommendations of the Vice Chairman/Chief Executive Officer and Chairman/Senior Executive, which do not include recommendations regarding their own compensation.

*2019 Annual Cash Bonuses*

On February 28, 2020, the Compensation Committee approved annual cash bonuses for Messrs. Dzielak, Hart and Soliday relating to performance in 2019. Consistent with his compensation structure since his appointment as Vice Chairman, Mr. Kern did not receive a 2019 cash bonus and Mr. Diller indicated to the Compensation Committee that he did not wish to be considered for an annual bonus for 2019.

The Compensation Committee considered a variety of factors when approving 2019 bonuses, including the factors noted above, with a particular focus on the Company’s 2019 full-year financial performance, including an 8% increase in revenue, an 8% increase in adjusted EBITDA, and a 6% increase in adjusted earnings per share growth, which in each case represented a significant deceleration in growth as compared with the prior-year period. The Compensation Committee also took into account the relative contributions made during the year by each named executive officer who received a cash bonus, including: (i) with respect to Mr. Dzielak, his consistent executive leadership in a time of significant change at senior management levels while continuing to oversee the Company’s legal and regulatory functions in a dynamic and evolving landscape, (ii) with respect to Mr. Hart, the performance of the business segment he led prior to his appointment as an executive officer, and (iii) with respect to Mr. Soliday, his solid performance overseeing the Company’s worldwide accounting function. Based on the totality of these considerations, the 2019 bonus awards to each of the named executive officers varied as a percentage of their target bonus values, but in all cases were significantly lower than the prior year in light on the Company’s 2019 financial performance as compared to the prior year. In addition, consistent with his employment agreement, Mr. Pickerill received a cash bonus for 2019 in connection with his termination of employment, which his described below in the section titled “*Severance - Okerstrom and Pickerill 2019 Severance.*”

Executive officer bonuses tend to be variable from year-to-year depending on the performance of the Company and individual factors including individual performance, changes in responsibilities or base salaries and target bonus percentages. Accordingly, we believe our executive officer bonus program provides strong incentives to reach the Company’s goals. The following table reflects 2019 target bonus percentages and values (taking into account salary and target bonus percentage changes during 2019), as well as actual 2019 bonuses paid for each named executive officer:

	<b>Target Bonus Percentage</b>	<b>Target Bonus Value</b>	<b>2019 Annual Cash Bonus</b>
Barry Diller	--	--	\$0
Peter Kern	--	--	\$0
Robert Dzielak	100%	\$700,000	\$700,000
Eric Hart	80%	\$210,042	\$100,000
Lance Soliday	50%	\$168,920	\$127,000
Mark Okerstrom	--	--	\$0
Alan Pickerill	80%	\$422,419	\$336,000

The cash bonuses described above are reflected in the “Bonus” column of the table titled “*2019 Summary Compensation Table*” in the section below titled “*Executive Compensation.*”

***Equity Compensation***

Equity compensation is designed to align executive compensation with the interests of our stockholders and the long-term performance of Expedia Group. Equity compensation awards link compensation to financial performance because the value of equity awards ultimately depends on Expedia Group’s stock price. In 2020, to further strengthen the alignment of equity compensation to Company performance, the Company adopted broad-based awards of performance-based restricted stock units

to senior executives. Equity compensation awards are also an important employee retention tool because they generally vest over a multi-year period, subject to continued service by the award recipient.

Equity awards are typically granted to executive officers upon hire, promotion, in connection with the Company's annual compensation review or entry into a multi-year employment agreement. Until 2018, stock option awards were generally utilized as Expedia Group's primary equity compensation vehicle for executives, but restricted stock units ("RSUs") were also utilized from time to time at the time of hire to replace forfeited equity of a prior employer and pursuant to individually negotiated arrangements and special circumstances. In connection with the 2017 annual compensation review process, the Company introduced a new program that permitted employees below senior management levels to elect to receive equity compensation in the form of stock options, RSUs, or a combination of both and the equity choice program was expanded to include senior executives of the Company, other than the Chairman and Chief Executive Officer, in connection with the 2018 annual compensation review process.

In 2019, the Company transitioned to the use of RSUs as the primary equity compensation vehicle for all employees, including executives. The transition was made in part as a response to the preferences expressed by employees under the equity choice program and in order to ensure the Company remains competitive in recruiting, motivating and retaining talented executives and employees, particularly against key local labor competitors and to reduce the dilutive impact of equity awards made to our executives (relative to stock options), while still aligning the interests of our executives with those of our stockholders.

From time-to-time, stock option and RSU awards granted to our senior executives have also been made subject to stock price performance goals in order to further align our executives' interests with our pay-for-performance objectives and those of our stockholders. Most recently, senior executives received 50% of their fiscal year 2020 annual equity compensation awards in the form of performance-based restricted stock units ("PSUs"). A base number of PSUs was communicated to each executive, with ultimate settlement based on the compound annual stock price growth rate using the closing price of the Company's common stock on the grant date as the starting price and an ending price based on a 30-day trailing average through December 31, 2021 for 50% of the PSUs and through December 31, 2022 for the remaining 50% of the PSUs. The following are the payout percentages for the 2020 PSU awards, with payout percentages between points determined by linear interpolation:

Compound Annual Growth Rate	Payout %
<5%	0% for Mr. Kern 50% for Executives other than Mr. Kern
5%	50%
10%	100%
15% or higher	150%

We expect to continue to evaluate the appropriate form of equity-based incentive awards as market conditions evolve.

*Annual Review Equity Award Process.* Management generally recommends annual equity awards in the first quarter of each year when the Compensation Committee meets to make determinations regarding annual bonuses for the last completed fiscal year and to set compensation levels for the current fiscal year. The meeting at which the Compensation Committee approves these awards is generally scheduled several months in advance and timed to occur after the public disclosure of Expedia Group's prior year financial statements.

The Compensation Committee reviews various factors considered by management when establishing Expedia Group's equity grant pool, which for 2019 included:

- Expedia Group's 2018 business and financial performance;
- potential dilution rates, taking into account projected headcount changes and employee turnover;
- non-cash compensation as a percentage of adjusted EBITDA;
- equity compensation utilization by peer companies;
- general economic conditions; and
- competitive compensation market data regarding individual executive award values.

For specific grants to executive officers, management makes recommendations based on a variety of factors, including:

- individual performance, scope of role and future potential of the executive;

- the overall size of the equity grant pool;
- individual award value relative to other Company executives for purposes of assessing internal pay equity;
- the grant date and realizable value of previous grants and amount of outstanding unvested equity awards;
- competitive compensation market data, where comparable; and
- the recommendations of the Chairman, Vice Chairman/Chief Executive Officer, as applicable other than in connection with their own compensation.

Prior to July 26, 2019, the Section 16 Committee approved the grants of equity compensation to executive officers and the Compensation Committee approved grants of equity compensation to non-executive officers. Since July 26, 2019, the Compensation Committee approves all grants of equity compensation, although no grants were made between July 26, 2019 and September 10, 2019. The annual corporate performance factors relevant to setting bonus amounts, while considered, are generally less relevant in determining the type and level of equity awards, as the awards tend to be more forward looking, and are a longer-term retention and reward instrument relative to our annual bonuses.

*February 2019 Annual Review Equity Awards for Executive Officers other than Mr. Kern.* In February 2019, the Company completed its 2019 annual compensation review process and each of the named executive officers other than Mr. Kern received an award of RSUs that vest 25% on February 15, 2020 and an additional 6.25% on the 15<sup>th</sup> day of the second month of each of the next 12 fiscal quarters. In connection with the annual review stock awards granted to the named executive officers, the Section 16 Committee reviewed, with input from Mr. Okerstrom in the case of Messrs. Dzielak and Soliday, and Mr. Diller in the case of Mr. Okerstrom, the individual performance of each executive and the factors described above in relation to the establishment of the Expedia Group-wide equity grant pool and specific equity award grants. As he was not then an executive officer of the Company, the Compensation Committee approved Mr. Hart's annual equity award only, based on management's recommendation.

*March 2019 Annual Review Equity Award for Mr. Kern.* In March 2019, the Section 16 Committee also approved the following long-term equity grants to Mr. Kern, the vesting of which are subject to Mr. Kern's continued employment or provision of services to the Company:

- an award of 30,000 RSUs that vest on February 28, 2022, subject to satisfaction of a stock price goal of \$180 (a 48% increase to the closing price of Expedia Group's common stock on the date of grant), measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding February 28, 2022 (the "First Kern Award"); and
- an award of 20,000 RSUs that vest on February 28, 2022, subject to satisfaction of a stock price goal of \$200 (a 64% increase to the closing price of Expedia Group's common stock on the date of grant), measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding February 28, 2022 (the "Second Kern Award" and together with the First Kern Award, the "Kern RSU Awards")

Upon a termination of Mr. Kern's employment by the Company without cause (other than by reason of his death or disability) or resignation by Mr. Kern for Good Reason, the Kern RSU Awards will vest on a pro-rated basis for each full month from the date of grant to the first anniversary of the termination date and subject to the achievement of the applicable stock price goal. For the purposes of the Kern RSU Awards only, the definition of good reason includes (in addition to other triggers) the current Chairman and Senior Executive no longer serving in that or a similar role.

In approving the Kern RSU Awards, the Section 16 Committee considered the factors described above in relation to the establishment of the Expedia Group-wide equity grant pool and specific equity award grants, as well as Mr. Kern's participation in strategic oversight of the Company and the fact that he does not receive either a base salary or cash bonus compensation. As a result of the stock price performance goals applied to the Kern RSU Awards, which represent Mr. Kern's entire 2019 Expedia Group executive compensation package, and the Company's subsequent stock price performance, the current realizable value of Mr. Kern's 2019 compensation is \$0, further demonstrating alignment of executive compensation with the interests of stockholders and the long-term performance of Expedia Group.

*December 2019 Promotion RSU Award for Mr. Hart and Retention RSU Award for Mr. Dzielak.* On December 6, 2019, Mr. Dzielak and Mr. Hart each received an award of 2 and 3-year cliff vest RSUs in connection with the Company's organizational restructuring. Mr. Hart's RSU award related to his appointment to the role of Chief Strategy Officer and Mr. Dzielak's award was a retention award that recognized his key executive leadership role within the Company's new organizational structure.

The 2019 equity grants to the named executive officers described above are reflected in the table titled “2019 Grants of Plan-Based Awards” in the section below titled “Executive Compensation.”

#### **Other Compensation**

In addition to the primary elements of compensation (base salary, cash bonuses and equity awards) described above, the named executive officers may also receive compensation in the following forms:

- *401(k) Match:* All domestic Expedia Group employees, including executives, who participate in Expedia Group’s 401(k) Retirement Program are eligible for Company matching contributions. Expedia Group matches 50% of each dollar a participant contributes, up to the first 6% of eligible compensation, subject to applicable Internal Revenue Service limits.
- *Personal Use of Corporate Aircraft:* Executives may receive benefits attributable to the personal use of certain aircraft, including aircraft jointly owned by Expedia Group and IAC. Pursuant to Company policy, Mr. Diller is required to travel on corporate aircraft for business and personal purposes, and the Company’s Chief Executive Officer and other senior executives are encouraged to travel on corporate aircraft for business and personal purposes when doing so would serve the interests of the Company. In addition to serving general security interests, this means of travel permits Mr. Diller and other executives to travel non-stop and without delay, to remain in contact with Expedia Group while traveling, to change plans quickly in the event Company business requires, and to conduct confidential Company business while flying, be it telephonically, by email or in person. These interests are furthered on both business and personal flights, as Mr. Diller and other executives typically provide services to Expedia Group while traveling in either case. Nonetheless, the incremental cost to Expedia Group of each executive’s travel for personal purposes during 2019 is reflected as compensation from Expedia Group, and is taken into account in establishing each executive’s overall compensation package. For personal use of Company-owned aircraft during 2019, Mr. Okerstrom reimbursed the Company for the incremental cost to the Company of his personal use of the aircraft. See the disclosure under the section “Relationships Involving Significant Stockholders, Named Executives and Directors-Relationships Involving Mr. Okerstrom” in Item 13, “Certain Relationships and Related Person Transactions, and Director Independence.”
- *Security.* From time to time the Company may provide personal security services to executive officers based on the recommendations of our security personnel. During 2019, the Company provided such services to Mr. Okerstrom in connection with his personal travel on one occasion.

In addition, in light of Mr. Diller’s senior role at both companies, Expedia Group and IAC have agreed to share certain expenses associated with the provision of personal benefits to Mr. Diller, including the use of automobiles for personal purposes and certain office space and IT equipment used by individuals who work for Mr. Diller personally. Expedia Group and IAC each cover 50% of the costs, which reflects the current allocation of actual time spent by Mr. Diller between the two companies.

#### **Other Executive Compensation Practices and Policies**

##### **Stock Ownership Policy**

To further align the interests of Expedia Group senior management and Expedia Group stockholders, the Company has adopted a Stock Ownership Policy that specifies a number of shares that the Chief Executive Officer and members of the Company’s senior leadership team (other than the Chairman and Vice Chairman) are expected to accumulate and hold by the later of five years from the date of hire or promotion into an eligible position (the “Ownership Target Date”). Unexercised stock options and unvested RSUs are not counted toward compliance with the minimum stockholding target.

The Stock Ownership Policy also includes stock retention provisions. Prior to the Ownership Target Date, if eligible executives have not met their stockholding requirement, they are required to retain 25% of the net shares received from any exercised options or any vested restricted stock units until they have met their stockholding target. “Net shares” are the shares remaining after payment of the exercise price and/or withholding of taxes. If executives subject to the Stock Ownership Policy have not met their stockholding requirement on the Ownership Target Date, the net-share retention percentage may be increased until they have met their minimum stockholding target.

The Stock Ownership Policy minimum stockholding targets in effect for the named executive officers in 2019 were 200,000 shares for Mr. Okerstrom, 60,000 shares for Messrs. Dzielak, Hart and Pickerill, and 15,000 for Mr. Soliday. Messrs. Dzielak and Soliday have not met their respective minimum stockholding targets and are therefore required to retain 25% of the net shares received from any exercised options or vesting of RSU awards.

### ***Hedging & Pledging Policy***

The Expedia Group Securities Trading Policy prohibits employees, including executive officers and directors, from engaging in short sales with respect to Expedia Group securities or the purchase, sale or issuance of options or rights relating to Expedia Group securities. This prohibition extends to various forms of hedging or monetization transactions. While not prohibited, pledges of Expedia Group securities by employees, including executive officers and directors, require pre-approval by the Company's legal department.

### ***Incentive Compensation Clawback Policy***

In March 2018, the Board of Directors adopted, and delegated authority to the Compensation Committee to administer, an Incentive Clawback Policy that applies to compensation granted to current and former executives after January 1, 2018. The Incentive Clawback Policy provides that in the event of either (i) a material accounting restatement resulting from material noncompliance with financial reporting requirements, or (ii) misconduct that involves a material violation of law or the Company's policies resulting in significant harm to the Company, the Compensation Committee is authorized to recover any excess incentive compensation that was received by certain employees, including current and former executive officers, taking into account such factors as the Compensation Committee deems appropriate. In addition, equity award agreements for all employees, including the named executive officers, provide for the recovery of equity-based compensation realized during the two years prior to an employee's termination of employment for cause.

### ***Tax Deductibility of Compensation***

Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") generally imposes a \$1 million limit on the amount that a public company may deduct for compensation paid to the company's applicable named executives. Prior to the Tax Cuts and Jobs Act of 2017 (the "Tax Act"), this limitation did not apply to compensation that met the tax code requirements for "qualifying performance-based" compensation. Following enactment of the Tax Act, compensation paid to our applicable executive officers in excess of \$1 million will not be deductible, subject to an exception for specified compensation provided pursuant to a binding written contract in effect as of November 2, 2017 that meets the requirement for grandfathered treatment. Additionally, under applicable Internal Revenue Service rules, the personal use of corporate aircraft leads to a disallowance of the deduction by Expedia Group for tax purposes of certain airplane-related costs. The Compensation Committee intends to continue to consider the potential impact of Section 162(m) of the Code on compensation decisions, but believes that stockholder interests are best served if its discretion and flexibility in awarding compensation is not restricted, even though some compensation awards may result in non-deductible compensation expenses.

### ***Change in Control***

Under the Expedia Group Fourth Amended and Restated 2005 Stock and Annual Incentive Plan (the "*Expedia Group 2005 Plan*"), the named executive officers are entitled to accelerated vesting of equity awards in the event of a change in control of Expedia Group. The Compensation Committee has approved changes to the Expedia Group 2005 Plan that would limit the circumstances entitling executive officers to accelerated vesting of future equity awards in the event of a change in control. The Board intends to submit the amendment to the Expedia Group 2005 Plan including such changes as a proposal for stockholder approval at the 2020 Annual Meeting.

### ***Severance***

*Employment Agreements.* Each of Messrs. Dzielak and Hart have, and Messrs. Okerstrom and Pickerill had prior to their termination of employment, employment agreements with Expedia Group pursuant to which, in the event of a qualifying termination and subject to the executive executing a release of claims agreement:

- Expedia Group will continue to pay base salary to (i) Messrs. Okerstrom and Pickerill through the longer of the end of the term of the employment agreement (subject to a maximum of 36 months for Mr. Okerstrom only) and 12 months, (ii) to Mr. Dzielak for 12 months, except that Expedia Group may, at its sole discretion, choose to extend the payment period to 18 months (whether 12 or 18 months, the "*Dzielak Continuation Period*"), and (iii) to Mr. Hart for 12 months, in each case payable in equal biweekly installments and provided that such payments will be offset by any amount earned by the executive from another employer during the relevant period;
- Expedia Group will consider in good faith the payment of discretionary bonuses on a pro rata basis for the year in which termination of employment occurs, payable in a lump sum at the time such annual bonus would otherwise have been paid;
- Expedia Group will pay an amount equal to COBRA health insurance coverage for a period of 12 months for Messrs. Okerstrom, Pickerill and Hart, and for the Dzielak Continuation Period for Mr. Dzielak, in each case payable in a lump sum;

- except as described below with respect to certain long-term incentive stock option awards, all equity holdings that otherwise would have vested during the 12-month period following termination of employment will accelerate, provided that equity awards that vest less frequently than annually will be treated as though such awards vested annually; and
- Messrs. Okerstrom, Pickerill, Dzielak and Hart will have 18 months following the date of termination to exercise any vested stock options (including stock options accelerated pursuant to the terms of the executive's employment agreement) or, if earlier, through the scheduled expiration date of the options.

*Non-Competition & Non-Solicitation Provisions.* Messrs. Okerstrom, Pickerill, Dzielak and Hart will be restricted from competing with the Company and from soliciting Company employees and business partners during a period following termination of their employment for any reason. For Messrs. Okerstrom and Pickerill the applicable non-compete and non-solicitation period is the longer of the term of their employment agreement and eighteen months, for Mr. Dzielak it is the Dzielak Continuation Period, and for Mr. Hart it is 12 months.

*Offset Provisions.* Any cash payments made in connection with the severance provisions described above will be offset by any cash amounts earned from other employers during the applicable time period.

*Equity Award Agreements.* Upon an executive's termination of employment by the Company without cause (other than by reason of death or disability) or resignation by the executive for good reason, certain equity awards vest on a pro-rated basis for each full month from the date of grant to the applicable termination date (or, in the case of Messrs. Okerstrom and Kern only, the first anniversary of the termination date) and, in the case of such equity awards subject to satisfaction of a stock price goal, subject to the achievement of such stock price goal. Equity awards with special monthly pro-rated severance provisions include:

- performance-based and service-based stock options granted to Mr. Okerstrom on March 7, 2016;
- performance-based options granted to Mr. Okerstrom on September 15, 2017;
- performance-based options granted to Messrs. Okerstrom, Dzielak and Pickerill on March 2, 2018;
- cliff-vest options granted to Messrs. Dzielak and Pickerill on March 2, 2018; and
- cliff-vest RSUs granted to Mr. Kern on August 17, 2018 and March 7, 2019.

The foregoing arrangements are intended to attract and retain qualified executives who may have other employment alternatives that may appear to them to be less risky absent these arrangements.

*Death or Disability.* In August 2019, the Compensation Committee amended the terms of all outstanding equity awards, including those held by the named executive officers, to provide for the accelerated vesting of unvested equity awards held by an employee in the event of a termination of employment due to death or disability (as such termination is described in the Expedia Group 2005 Plan), provided that the aggregate value of all such accelerated awards held by an employee upon his or her death or disability may not exceed \$1,000,000.

*Okerstrom and Pickerill 2019 Severance.* In connection with their respective qualifying terminations in December 2019, Messrs. Okerstrom and Pickerill each executed a release of claims agreement and received the contractual benefits described above. Having considered in good faith the payment of discretionary bonuses on a pro rata basis, Mr. Pickerill received a 2019 cash bonus payment of \$336,000 a 34% reduction from the prior year and Mr. Okerstrom did not receive a 2019 cash bonus payment. For Messrs. Okerstrom and Pickerill the 2019 business payments reflected their respective roles and the Company's 2019 financial and operating performance.

For a description and quantification of these termination and change in control benefits, please see the section below titled "*Executive Compensation-Potential Payments Upon Termination or Change in Control.*"

*Recent Developments.* In the first quarter of 2020, Mr. Diller elected to forego his base salary for the remainder of 2020 in light of the COVID-19 pandemic, and Mr. Kern agreed to continue to forego his base salary. In addition, Mr. Diller did not receive an annual equity award in connection with the 2020 annual compensation review process. As noted above, neither Mr. Diller nor Mr. Kern received a cash bonus with respect to 2019.

On April 23, 2020, the Company announced that the Expedia Group Board of Directors had unanimously approved the appointment of Peter Kern as Expedia Group's Chief Executive Officer, and the appointment of Eric Hart as Expedia Group's Chief Financial Officer. Mr. Kern continues to also serve as Vice Chairman and as a member of the Company's Board of Directors and Mr. Hart continues to also serve as the Company's Chief Strategy Officer. On the same date, the Company also announced that base salaries for Expedia Group's senior executives would be reduced by 25% for the remainder of 2020.

**Compensation Committee Report**

The Compensation Committee has reviewed and discussed with management the Compensation Discussion and Analysis. Based on this review and discussions with management, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and in the Company's 2020 proxy statement.

Members of the Compensation Committee:

*Chelsea Clinton (Chair)*

*Craig A. Jacobson*

**2019 Summary Compensation Table**

The table below sets forth certain information regarding the total compensation earned by our named executive officers in 2019, as well as equity awards made to our named executive officers during 2019.

Name and Principal Position	Year	Salary (\$) <sup>(1)</sup>	Bonus (\$) <sup>(2)</sup>	Stock Awards (\$) <sup>(3)</sup>	Option Awards (\$) <sup>(3)</sup>	All Other Compensation (\$) <sup>(4)</sup>	Total (\$)
Barry Diller Chairman and Senior Executive	2019	465,000	—	5,093,844	—	833,228	6,392,072
	2018	465,000	2,500,000	—	—	652,100	3,617,100
	2017	465,000	1,000,000	—	6,840,950	560,895	8,866,845
Peter M. Kern Vice Chairman and Chief Executive Officer	2019	—	—	1,879,500	—	45,000	1,924,500
	2018	43,764	—	6,809,927	—	45,000	6,898,691
Eric M. Hart Chief Financial Officer and Chief Strategy Officer	2019	374,731	100,000	1,712,312	—	8,804	2,195,847
Robert J. Dzielak Chief Legal Officer and Secretary	2019	700,000	700,000	3,495,107	—	8,231	4,903,338
	2018	680,769	925,000	1,295,223	4,290,208	5,788	7,196,988
	2017	595,193	600,000	—	2,007,402	5,683	3,208,278
Lance Soliday Senior Vice President, Chief Accounting Officer and Controller	2019	337,587	127,000	458,401	—	9,568	932,556
	2018	327,754	175,000	—	437,747	6,202	946,703
	2017	313,269	132,530	—	336,641	6,052	788,492
Mark D. Okerstrom Former President and Chief Executive Officer	2019	980,769	—	10,187,688	—	94,095	11,262,552
	2018	1,000,000	3,000,000	—	9,078,946	10,616	13,089,562
	2017	824,039	1,250,000	3,480,000	25,158,318	8,100	30,720,457
Alan R. Pickerill Former Executive Vice President, Chief Financial Officer, Treasurer	2019	554,327	—	2,292,129	—	379,717	3,226,173
	2018	510,577	512,500	1,028,801	3,253,570	7,087	5,312,535
	2017	346,654	325,000	—	2,009,143	6,202	2,686,999

(1) Reflects base salary earned during the relevant fiscal year.

(2) Reflects annual cash bonuses paid to named executive officers for performance in the relevant fiscal year.

(3) Reflects aggregate grant date fair value of awards granted in the year indicated, computed in accordance with FASB ASC Topic 718, and in accordance with the assumptions described in the “Stock-Based Compensation” section of “Note 2 - Significant Accounting Policies” in the notes to consolidated financial statements in the Company’s most recent Form 10-K. The grant date fair value of awards reflects an estimate as of the grant date and may not correspond to the actual value that will be recognized by the named executive officers. Upon termination of employment, each of Mr. Okerstrom and

Mr. Pickerill forfeited 45,680 RSUs (the fair value of which were \$5,730,637 on the date of grant) and 10,278 RSUs (the fair value of which were \$1,289,393 on the date of grant), respectively, that were granted to them in 2019.

(4) Additional information regarding certain components of amounts reflected in the “*All Other Compensation*” is as follows:

	Barry Diller	Peter M. Kern	Eric M. Hart	Robert J. Dzielak	Lance A. Soliday	Mark D. Okerstrom	Alan R. Pickerill
Corporate Aircraft <sup>(a)</sup>	\$762,705	—	—	—	—	—	—
401(k) Company Match <sup>(b)</sup>	—	—	\$8,804	\$8,231	\$9,568	\$7,192	\$8,659
Miscellaneous <sup>(c)</sup>	\$70,523	\$45,000	—	—	—	\$31,672	—
Severance <sup>(d)</sup>	—	—	—	—	—	\$55,231	\$371,058

- (a) Reflects the incremental cost to Expedia Group for personal use of corporate aircraft jointly owned by each of Expedia Group and IAC (or charter aircraft in the event the jointly-owned aircraft are temporarily unavailable). In 2019, the incremental cost to Expedia Group for Messrs. Diller’s personal use of these aircraft is based on the average variable operating cost to Expedia Group. Variable operating costs include fuel, certain maintenance costs, navigation fees, onboard catering, landing fees, crew travel expenses and other miscellaneous variable costs. The total annual variable costs are divided by the annual number of hours such aircraft flew to derive an average variable cost per hour. This average variable cost per hour is then multiplied by the hours flown for personal use (for the jointly-owned aircraft, including repositioning flights, commonly referred to as “deadhead” flights), to derive the incremental cost. We do not include fixed costs that do not change based on usage, such as pilots’ salaries, purchase costs, insurance, scheduled maintenance and non-trip-related hangar expenses in the case of the jointly-owned aircraft. For personal use of the corporate aircraft during 2019, Mr. Okerstrom reimbursed the Company an amount permitted under Federal Aviation Administration regulations for his personal use of the aircraft. Executive officers occasionally have family members or other guests accompany them on business and personal trips, at minimal incremental cost to the Company. While travel by family members or other guests does not result in any incremental cost to the Company, such travel does result in the imputation of taxable income to such executive officers, the amount of which is calculated in accordance with applicable Internal Revenue Service regulations. See the section above titled “*Compensation Discussion and Analysis- Compensation Program Elements-Other Compensation*” for a description of the Company’s policy regarding the personal use of Company aircraft by executive officers.
- (b) Represents matching contributions of Expedia Group under the Company’s 401(k) Retirement Savings Plan. Under this plan as in effect through December 31, 2019, Expedia Group matches \$0.50 for each dollar a participant contributes, up to the first 6% of eligible compensation, subject to limits imposed by the Internal Revenue Code.
- (c) For Mr. Diller, “Miscellaneous” represents the total amount of other benefits provided to Mr. Diller, none of which individually exceeded 10% of the total value of all perquisites and personal benefits. In connection with the IAC/Expedia Group Spin-Off, Expedia Group and IAC agreed that, in light of Mr. Diller’s senior role at both companies and his anticipated use of certain resources for the benefit of both companies, certain expenses associated with such usage would be shared between Expedia Group and IAC. Mr. Diller is provided with the use of certain automobiles for business and personal purposes and certain IAC-owned office space and IT equipment for use by certain individuals who work for Mr. Diller personally. In 2019, Expedia Group and IAC covered 50% and 50% of these costs, respectively. For Mr. Okerstrom, “Miscellaneous” represents the cost of certain personal security services paid by the Company for Mr. Okerstrom and his family when traveling outside of the U.S. For Mr. Kern, “Miscellaneous” represents the cash compensation received for service on the travago N.V. Supervisory Board in 2019.
- (d) For Mr. Okerstrom, “Severance” represents one salary continuation payment of \$19,231 that occurred in 2019 and a payment of \$36,000 to cover the cost of continuing health coverage under COBRA. For Mr. Pickerill, “Severance” represents one salary continuation payment of \$11,058 that occurred in 2019, a payment of \$24,000 to cover the cost of continuing health coverage under COBRA, and pro-rata annual cash bonus for 2019 in the amount of \$336,000. See “*2019 Option Exercises and Stock Vested*” for amounts related to the acceleration of vesting for stock awards upon Mr. Okerstrom and Mr. Pickerill’s respective terminations of employment.

**2019 Grants of Plan-Based Awards**

During fiscal year 2019, the Compensation Committee or Section 16 Committee, as appropriate, approved RSU awards to the named executive officers as follows:

Name	Grant Date	Closing Market Price on Date of Grant (\$)	Estimated Future Payouts Under Equity Incentive Plan Awards(#) <sup>(2)</sup>	Grant Date Fair Value of Awards (\$) <sup>(5)</sup>
Barry Diller- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	40,604	5,093,844
Peter M. Kern- <i>Performance RSUs</i> <sup>(1)</sup>	03/07/2019	123.16	30,000	1,248,900
Peter M. Kern- <i>Performance RSUs</i> <sup>(1)</sup>	03/07/2019	123.16	20,000	630,600
Eric M. Hart- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	4,060	509,334
Eric M. Hart- <i>Incremental Vesting RSUs</i>	12/06/2019	107.58	11,828	1,202,978
Robert J. Dzielak- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	18,271	2,292,129
Robert J. Dzielak- <i>Incremental Vesting RSUs</i>	12/06/2019	107.58	11,828	1,202,978
Lance A. Soliday- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	3,654	458,401
Mark D. Okerstrom- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	81,208 <sup>(3)</sup>	10,187,688
Alan R. Pickerill- <i>Incremental Vesting RSUs</i>	02/28/2019	123.31	18,271 <sup>(4)</sup>	2,292,129

- (1) Represents the number of shares of Expedia Group common stock to be issued on the vesting date of February 28, 2022 upon satisfaction of the conditions to vesting, including continued employment and satisfaction of stock price goals of \$180 for the RSU award subject to 30,000 shares and \$200 for the RSU award subject to 20,000 shares, without taking into account shares withheld to cover taxes, if any.
- (2) Represents the number of shares of Expedia Group common stock to be issued upon satisfaction of the conditions to vesting, without taking into account shares withheld to cover taxes, if any. The Incremental Vesting RSUs awarded on February 28, 2019 to Mr. Diller, Mr. Hart, Mr. Dzielak, and Mr. Soliday vested 25% on February 15, 2020 and will vest 6.25% on the 15th day of the second month of each of the next 12 fiscal quarters, subject to the executive's continued employment with the Company. The Incremental Vesting RSUs awarded on December 6, 2019 to Mr. Hart and Mr. Dzielak vest 50% on December 15, 2021 and 50% on December 15, 2023.
- (3) Represents the number of shares of Expedia Group common stock that were granted to Mr. Okerstrom on February 28, 2019, 35,528 of which were accelerated and vested on December 6, 2019 and 45,680 of which were forfeited on the date of termination of employment.
- (4) Represents the number of shares of Expedia Group common stock that were granted to Mr. Pickerill on February 28, 2019, 7,993 of which were accelerated and vested on December 6, 2019 and 10,278 of which were forfeited on the date of termination of employment.
- (5) These amounts reflect an estimate of the grant date fair value and may not correspond to the actual value that will be recognized by the named executive officers.

**Outstanding Equity Awards at 2019 Year-End**

The following table provides information regarding the holdings of stock options and RSUs by the named executive officers as of December 31, 2019. The market value of the RSUs is based on the closing price of Expedia Group common stock on the Nasdaq Stock Market on December 31, 2019, the last trading day of the year, which was \$108.14.

Name	Grant Date <sup>(1)</sup>	Option Awards				Stock Awards	
		Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date	Equity Incentive Plan Awards:	
						Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)
Barry Diller	03/13/2013	100,000 <sup>(2)</sup>	—	65.75	03/13/2020	—	—
	02/26/2014	100,000 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	02/27/2015	150,000 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	112,500	37,500 <sup>(3)</sup>	105.13	02/25/2023	—	—
	02/28/2017	75,000	75,000 <sup>(3)</sup>	119.04	02/28/2024	—	—
	02/28/2019	—	—	—	—	40,604 <sup>(5)</sup>	4,390,917
Peter M. Kern	03/06/2017	49,424	24,711 <sup>(15)</sup>	12.14	12/20/2024	—	—
	06/01/2017	—	—	—	—	580 <sup>(13)</sup>	62,721
	12/20/2017	41,840	83,680 <sup>(15)</sup>	7.17	12/20/2024	—	—
	06/01/2018	—	—	—	—	1,377 <sup>(13)</sup>	148,909
	08/17/2018	—	—	—	—	50,000 <sup>(14)</sup>	5,407,000
	02/08/2019	—	—	—	—	33,389 <sup>(16)</sup>	87,479
	03/07/2019	—	—	—	—	30,000 <sup>(17)</sup>	3,244,200
	03/07/2019	—	—	—	—	20,000 <sup>(17)</sup>	2,162,800
Eric M. Hart	02/26/2014	20,000 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	02/27/2015	18,000 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	15,000	5,000 <sup>(3)</sup>	105.13	02/25/2023	—	—
	02/28/2017	6,521	6,522 <sup>(3)</sup>	119.04	02/28/2024	—	—
	03/02/2018	4,751	14,253 <sup>(3)</sup>	104.50	03/02/2025	—	—
	05/30/2017	—	—	—	—	1,030 <sup>(4)</sup>	111,384
	02/28/2019	—	—	—	—	4,060 <sup>(5)</sup>	439,048
	12/06/2019	—	—	—	—	11,828 <sup>(6)</sup>	1,279,080
Robert J. Dzielak	03/13/2013	25,232 <sup>(2)</sup>	—	65.75	03/13/2020	—	—
	02/26/2014	65,000 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	02/27/2015	65,000 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	52,500	17,500 <sup>(3)</sup>	105.13	02/25/2023	—	—
	02/28/2017	35,000	35,000 <sup>(3)</sup>	119.04	02/28/2024	—	—
	03/02/2018	20,251	60,753 <sup>(3)</sup>	104.50	03/02/2025	—	—
	03/02/2018	—	40,502 <sup>(10)</sup>	104.50	03/02/2025	—	—
	03/02/2018	—	51,280 <sup>(11)</sup>	104.50	03/02/2025	—	—
	03/02/2018	—	—	—	—	9,561 <sup>(3)</sup>	1,033,927
	02/28/2019	—	—	—	—	18,271 <sup>(5)</sup>	1,975,826
	12/06/2019	—	—	—	—	11,828 <sup>(6)</sup>	1,279,080
Lance A. Soliday	03/13/2013	3,000 <sup>(2)</sup>	—	65.75	03/13/2020	—	—
	02/26/2014	9,000 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	02/27/2015	7,500 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	5,793	1,932 <sup>(3)</sup>	105.13	02/25/2023	—	—

	Option Awards			Stock Awards			
	02/28/2017	5,869	5,870 <sup>(3)</sup>	119.04	02/28/2024	—	—
	03/02/2018	4,275	12,828 <sup>(3)</sup>	104.50	—	—	—
	02/28/2019	—	—	—	—	3,654 <sup>(5)</sup>	395,144
Mark D. Okerstrom	03/13/2013	100,000 <sup>(2)</sup>	—	65.75	03/13/2020	—	—
	02/26/2014	100,000 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	03/06/2014	50,000 <sup>(2)</sup>	—	74.71	03/06/2021	—	—
	02/27/2015	115,000 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	115,000 <sup>(3)</sup>	—	105.13	02/25/2023	—	—
	03/07/2016	219,375 <sup>(7)</sup>	—	105.39	03/07/2023	—	—
	03/07/2016	151,164 <sup>(8)</sup>	—	105.39	03/07/2023	—	—
	02/28/2017	101,250 <sup>(3)</sup>	—	119.04	02/28/2024	—	—
	09/15/2017	225,000 <sup>(2)</sup>	—	142.13	09/15/2024	—	—
	09/15/2017	237,500 <sup>(9)</sup>	—	142.13	09/15/2024	—	—
	03/02/2018	154,765 <sup>(11)</sup>	—	104.50	03/02/2025	—	—
	03/02/2018	100,000 <sup>(12)</sup>	—	104.50	03/02/2025	—	—
Alan R. Pickerill	02/26/2014	4,500 <sup>(2)</sup>	—	78.52	02/26/2021	—	—
	02/27/2015	6,350 <sup>(3)</sup>	—	91.75	02/27/2022	—	—
	02/25/2016	8,750 <sup>(3)</sup>	—	105.13	02/25/2023	—	—
	02/28/2017	10,326 <sup>(3)</sup>	—	119.04	02/28/2024	—	—
	09/15/2017	37,500 <sup>(2)</sup>	—	142.13	09/15/2024	—	—
	03/02/2018	20,251 <sup>(3)</sup>	—	104.50	03/02/2025	—	—
	03/02/2018	29,092 <sup>(10)</sup>	—	104.50	03/02/2025	—	—
	03/02/2018	25,010 <sup>(11)</sup>	—	104.50	03/02/2025	—	—

- (1) Represents the date on which the original grant was approved by the applicable compensation committee.
- (2) Options, or RSUs, as the case may be, vest in four equal annual installments commencing on the first anniversary of the grant date.
- (3) Options, or RSUs, as the case may be, vest in four equal installments commencing on February 15 in each of the first four years following the grant date.
- (4) RSUs vest in two equal installments on March 15, 2019 and March 15, 2020.
- (5) RSUs vest 25% on February 15 in the first year following the grant date and 6.25% each fiscal quarter thereafter until fully vested.
- (6) RSUs vest in two equal installments on December 15, 2021 and December 15, 2023.
- (7) Options vest in two equal installments on March 7, 2019 and March 7, 2021.
- (8) Options vest in full in one installment on September 30, 2021, subject to satisfaction of a stock price goal of \$180, measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding September 30, 2021.
- (9) Options vest in full in one installment on September 15, 2021, subject to satisfaction of a stock price goal of \$200, measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding September 15, 2021.
- (10) Options vest in two equal installments on March 2, 2020 and March 2, 2022.
- (11) Options vest in two equal installments: (a) 50% on September 15, 2021, subject to satisfaction of a stock price goal of \$200, measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding September 15, 2021; and (b) 50% on September 30, 2021, subject to

satisfaction of a stock price goal of \$180, measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding September 30, 2021.

- (12) Options vest in full on March 2, 2022, the fourth anniversary of the grant date.
- (13) RSUs vest in three equal installments commencing on the first anniversary of the grant date.
- (14) RSUs vest in full on June 20, 2021.
- (15) Represents options to purchase American Depositary Shares of trivago N.V. granted pursuant to the trivago N.V. 2016 Omnibus Incentive Plan. Options vest in equal installments on each of the first three anniversaries of (i) January 3, 2017, for the option granted on March 6, 2017, or (ii) January 2, 2018, for the option granted on December 20, 2017.
- (16) Represents RSUs subject to American Depositary Shares of trivago N.V. granted pursuant to the trivago N.V. 2016 Omnibus Incentive Plan. RSUs vest one-third on January 2, 2020 and vest one-twelfth each quarter thereafter until the award is fully vested.
- (17) RSUs vest in full on February 28, 2022 subject to the satisfaction of a stock price performance goal of \$180 for the RSU award subject to 30,000 shares and a stock price performance goal of \$200 for the RSU award subject to 20,000 shares.

## 2019 Option Exercises and Stock Vested

The following table provides information regarding Expedia Group stock options exercised by and Expedia Group RSU awards vested for the named executive officers during 2019.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$) <sup>(1)</sup>	Number of Shares Acquired on Vesting (#) <sup>(2)</sup>	Value Realized on Vesting (\$) <sup>(3)</sup>
Barry Diller	—	—	—	—
Peter M. Kern	—	—	2,016	231,840
Eric M. Hart	27,500	2,111,872	1,030	124,424
Robert J. Dzielak	10,000	694,396	6,084	771,208
Lance A. Soliday	10,000	623,708	—	—
Mark D. Okerstrom <sup>(4)</sup>	25,000	2,338,792	54,278	5,736,099
Alan R. Pickerill <sup>(5)</sup>	500	31,425	14,140	1,559,094

- (1) Represents the value of exercised options calculated by multiplying (i) the number of shares of Expedia Group's common stock to which the exercise of the option related by (ii) the difference between the market price of Expedia Group's common stock at exercise and the exercise price of the options.
- (2) Represents the gross number of shares acquired upon vesting of RSUs without taking into account any shares that may be withheld to satisfy applicable tax obligations.
- (3) Represents the value of vested RSUs calculated by multiplying the gross number of vested RSUs by the closing price of Expedia Group common stock on the Nasdaq Stock Market on the vesting date or if the vesting occurred on a day on which the Nasdaq Stock Market was closed for trading, the immediately preceding trading day.
- (4) Under the terms of Mr. Okerstrom's employment agreement, upon the date of termination of employment, 51,930 RSUs and 345,946 stock options were forfeited, and the vesting for certain equity awards was accelerated including 54,278 RSUs that vested immediately, the value of which was \$5,839,227 on the date of termination, and 887,804 stock options that vested and became immediately exercisable, the value of which was \$1,420,219 on the date of termination.
- (5) Under the terms of Mr. Pickerill's employment agreement, upon the date of termination of employment, 15,341 RSUs and 73,873 stock options were forfeited, and the vesting for certain equity awards was accelerated including 11,067 RSUs that vested immediately, the value of which was \$1,190,588 on the date of termination, and 82,670 stock options that vested and became immediately exercisable, the value of which was \$203,947 on the date of termination.

## Potential Payments Upon Termination or Change in Control

Certain of our employment agreements, compensation plans, and equity award agreements entitle some of our named executive officers to salary continuation, accelerated vesting of equity awards and other severance benefits in the event of a change in control of the Company and/or upon the termination of the executive's employment with Expedia Group under specified circumstances. These plans and agreements are described below as they apply to our named executive officers.

### *Employment Agreement Severance Provisions*

*Qualifying Termination.* Each of Messrs. Hart and Dzielak have entered into an employment agreement with Expedia Group, pursuant to which, in the event of such executive's termination of employment by the Company without cause (other than by reason of his death or disability) or by the executive for good reason (together, a "Qualifying Termination") and subject to the executive executing a release of claims agreement:

- Expedia Group will continue to pay base salary to Mr. Hart and Mr. Dzielak for 12 months, except that Expedia Group may, at its sole discretion, choose to extend the payment period for Mr. Dzielak to 18 months (whether 12 or 18 months, the "Dzielak Continuation Period"), in each case payable in equal biweekly installments and provided that such payments will be offset by any amount earned by the executive from another employer during the relevant period;
- Expedia Group will pay an amount equal to COBRA health insurance coverage for a period of 12 months for Mr. Hart and for the Dzielak Continuation Period for Mr. Dzielak in each case payable in a lump sum;
- except as described below under "Dzielak Long-Term Equity Awards," all equity holdings that otherwise would have vested during the 12-month period following termination of employment will accelerate, provided that equity awards that vest less frequently than annually shall be treated as though such awards vested annually; and
- Messrs. Hart and Dzielak will have 18 months following the date of termination to exercise any vested stock options (including stock options accelerated pursuant to the terms of the executive's employment agreement) or, if earlier, through the scheduled expiration date of the options.

In addition, Messrs. Hart and Dzielak will be restricted from competing with the Company and from soliciting Company employees and business partners during a period following termination of their employment for any reason. For Mr. Hart the applicable period is 12 months, and in the case of Mr. Dzielak it is the Dzielak Continuation Period. Any cash payments made in connection with the severance provisions described above shall be offset by any cash amounts earned from another employer during the applicable time period.

As defined in the Hart and Dzielak employment agreements:

- "Good reason" means the occurrence of any of the following without the executive's consent (i) the Company's material breach of any material provision of the executive's employment agreement, (ii) the material reduction in the executive's title, duties or reporting responsibilities, (iii) a material reduction in the executive's base salary, or (iv) the relocation of the executive's principal place of employment more than 50 miles outside of the Seattle metropolitan area, in each case, following a requisite notice and cure period in favor of the Company; and
- "Cause" means the executive's (i) plea of guilty or nolo contendere to, conviction for, or the commission of, a felony offense, (ii) material breach of a fiduciary duty owed to the Company or any of its subsidiaries, (iii) material breach of any of the covenants made pursuant to the executive's employment agreement, (iv) willful or gross neglect of the material duties required by the executive's employment agreement, or (v) knowing and material violation of any Company policy pertaining to ethics, legal compliance, wrongdoing or conflicts of interest, subject to certain qualifications.

Messrs. Diller, Kern, and Soliday do not have an employment agreement with the Company.

### *Expedia Group 2005 Plan Change in Control Equity Acceleration*

Pursuant to the Expedia Group 2005 Plan, in the event of a change in control, outstanding stock options and RSUs held by employees with a title of Senior Vice President or above, including each of our named executive officers, will become fully vested and, in the case of options, fully exercisable ("Single Trigger Event"). With respect to a Single Trigger Event, any restrictions applicable to restricted stock and RSUs will lapse, and RSUs will be considered earned and payable in full and will be settled in cash or shares of Expedia Group common stock as promptly as practicable, except to the extent such settlement must be delayed pursuant to the rules and regulations of Section 409A of the Code.

The Expedia Group 2005 Plan defines a “change in control” as follows:

- another party, other than Mr. Diller, Liberty Expedia, or their respective affiliates, acquires the beneficial ownership of at least 50% of the Company’s outstanding voting stock, with certain exceptions;
- the members of the Board as of the date the Expedia Group 2005 Plan was adopted by the Board (the “*incumbent Board members*”) cease to constitute a majority of the Board (with replacement directors that are endorsed by a majority of the Company directors who are incumbent Board members generally counting as incumbent Board members);
- the Company consummates a merger, reorganization or consolidation with another party, or the sale or other disposition of all or substantially all of the Company’s assets or the purchase of assets or stock of another entity (“*Business Combination*”), unless (A) all or substantially all of the beneficial stockholders of the Company immediately prior to such Business Combination retain more than 50% of the combined voting power of the outstanding voting securities of the entity resulting from the Business Combination in substantially the same proportions as their ownership of voting stock immediately prior to such Business Combination, (B) no person (excluding Mr. Diller, Liberty Expedia and their respective affiliates, any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns more than a majority of the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership of the Company existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or equivalent governing body, if applicable) of the entity resulting from the Business Combination were incumbent members of the Company’s Board at the time of the initial agreement or Board action providing for such Business Combination; or
- the Company’s stockholders approve the complete liquidation or dissolution of the Company.

### ***Incremental Vesting Equity Awards***

Other than new-hire grants or special equity awards, stock option and RSU awards granted to employees prior to 2019, including the named executive officers, have historically been subject to incremental vesting whereby 25% of the stock option or RSU award vests and, in the case of stock options, become exercisable in each of the four years following the grant, subject to continued service with the Company through each applicable vesting date (“*Incremental Vesting Equity Awards*”). RSU awards that were granted to employees in 2019, including the named executive officers, are subject to 25% vesting in the first year following the grant and 6.25% each quarter thereafter until fully vested, except in the case of the awards granted to Messrs. Hart and Dzielak in December 2019, which vest in two equal installments on December 15, 2021 and December 15, 2023.

Each of our named executive officers other than Mr. Kern held Incremental Vesting Equity Awards that were unvested as of December 31, 2019. In the event of a change in control, these equity awards vest as described in the section above titled “*Expedia Group 2005 Plan Change in Control Equity Acceleration*”, and, if applicable, in the section above titled “*Employment Agreement Severance Provisions*” upon a Qualifying Termination.

### ***Kern Equity Awards***

*Initial RSU Award.* In connection with his appointment as Vice Chairman of the Company, Mr. Kern was granted an award of 50,000 restricted stock units on August 17, 2018, with a vest date of June 20, 2021, subject to Mr. Kern’s continued employment with the Company (the “*2018 Kern Cliff-Vest RSUs*”).

*2019 RSU Awards.* On March 7, 2019, Mr. Kern was granted an award of 30,000 RSUs that are subject to Mr. Kern’s continued employment with the Company and satisfaction of a stock price goal of \$180 on February 28, 2022, and an award of 20,000 RSUs that are subject to Mr. Kern’s continued employment with the Company and the satisfaction of a stock price goal of \$200 on February 28, 2022 (the “*2019 Kern Performance RSUs*”).

In the event of a Qualifying Termination, or as a result of Mr. Kern’s death or disability, the 2018 Kern Cliff-Vest RSUs and the 2019 Kern Performance RSUs will vest on a pro-rated basis for each full month from the date of grant to the first anniversary of the termination date, in the case of the 2019 Kern Performance RSUs, subject to the achievement of the applicable stock price goal. For the purposes of the 2018 Kern Cliff-Vest RSUs and the 2019 Kern Performance RSUs, “good reason” also includes Mr. Diller no longer serving as Chairman and Senior Executive Officer of the Company (or comparable positions of and executive leadership).

*Director RSUs.* Prior to his appointment as Vice Chairman of the Company, Mr. Kern was entitled to receive standard non-employee director compensation in accordance with the Company’s compensation policies and practices for the Board,

which included annual grants of restricted stock units on June 1 that vest in equal installments on the first three anniversaries of the grant date, subject to Mr. Kern's continued service as a member of the Board (the "*Kern Director RSUs*"). In the event of a Change in Control (as defined in the Expedia Group 2005 Plan), the Kern Director RSUs will vest in full. If Mr. Kern ceases to be a member of the Board of Directors or otherwise provide services to the Company, the Kern Director RSUs will be forfeited.

#### ***Dzielak Long-Term Equity Awards***

In addition to Incremental Vesting Equity Awards, Mr. Dzielak was granted the following long-term equity awards on March 2, 2018, with an exercise price of \$104.50:

- 40,502 stock options that vest 50% on each of the second and fourth anniversaries of the date of grant, subject in all cases to the executive's continued employment with the Company (the "*2018 Dzielak Cliff-Vest Options*"); and
- 51,280 stock options, that are subject to Mr. Dzielak's continued employment with the Company and, with 50% of the grant subject to the satisfaction of a stock price goal of \$200 on September 15, 2021, and with the remaining 50% of the grant subject to the satisfaction of a stock price goal of \$180 on September 30, 2021, with satisfaction of the stock price goal measured on the basis of the average of the closing prices of the Company's common stock for either the six or twelve-month period immediately preceding the applicable vest date (the "*2018 Dzielak Performance Options*" and together with the 2018 Dzielak Cliff-Vest Options, the "*2018 Dzielak Long-Term Stock Option Awards*").

In the event of a Qualifying Termination, the 2018 Dzielak Long-Term Stock Option Awards will vest on a pro-rated basis for each full month from the date of grant to the termination date, in the case of the 2018 Dzielak Performance Options, subject to the achievement of the applicable stock price goal.

In the event of a Change in Control (as defined in the Expedia Group 2005 Plan), the 2018 Dzielak Long-Term Stock Option Awards will vest in full.

#### **Estimated Potential Incremental Payments Upon Termination or Change in Control**

The table below describes and quantifies certain amounts that would become payable to our named executive officers upon certain terminations of employment or change in control events, assuming that the relevant event occurred on December 31, 2019. These amounts, which exclude the effect of any applicable taxes, are based on:

- the named executive's base salary as of December 31, 2019;
- the number of stock options or RSUs outstanding as of December 31, 2019; and
- the closing price of Expedia Group common stock on December 31, 2019 (\$108.14).

These amounts are estimates of the incremental amounts that would be paid out to the executive upon such relevant event. The actual amounts to be paid out can only be determined at the time of the relevant event, if any. In addition to these amounts, certain other amounts and benefits generally payable and made available to other Company employees upon a termination of employment, including payments for accrued but unpaid salary, will generally be payable to our named executives.

Name and Benefits	Qualifying Termination <sup>(1)</sup> (\$)	Qualifying Termination & Stock Price Performance Goal Satisfied (\$)	Change in Control <sup>(2)</sup> (\$)
<b>Barry Diller</b>			
Incremental Vesting Equity Awards	—	—	4,503,792
<i>Total Estimated Incremental Value</i>	—	—	4,503,792
<b>Peter M. Kern</b>			
2018 Kern Cliff-Vest RSUs	4,505,869	—	5,407,000
2019 Kern Performance RSUs <sup>(3)</sup>	—	3,304,218	5,407,000
Director RSUs	—	—	211,630
<i>Total Estimated Incremental Value</i>	4,505,869	3,304,218	11,025,630
<b>Eric M. Hart</b>			
Cash Severance (salary)	425,000	—	—
Health and Benefits	24,440	—	—
Incremental Vesting Equity Awards	655,554	—	1,896,443
<i>Total Estimated Incremental Value</i>	1,104,994	—	1,896,443
<b>Robert J. Dzielak</b>			
Cash Severance (salary) <sup>(4)</sup>	1,050,000	—	—
Health and Benefits <sup>(4)</sup>	25,584	—	—
Incremental Vesting Equity Awards	1,655,164	—	4,562,648
2018 Dzielak Cliff-Vest Options	125,817	—	147,427
2018 Dzielak Performance Options <sup>(3)</sup>	—	148,767	186,659
<i>Total Estimated Incremental Value</i>	2,856,565	148,767	4,896,734
<b>Lance A. Soliday</b>			
Cash Severance (salary)	—	—	—
Health and Benefits	—	—	—
Incremental Vesting Equity Awards	—	—	447,653
<i>Total Estimated Incremental Value</i>	—	—	447,653

- (1) Qualifying Termination is described in the section above titled “*Employment Agreement Severance Provisions - Qualifying Termination.*” In the case of the 2018 Kern Cliff-Vest RSUs, a Qualifying Termination also includes termination as a result of death or disability as well as Mr. Diller no longer serving as Chairman and Senior Executive Officer of the Company (or comparable positions of and executive leadership). “*Health and Benefits*” relates to the payment of an amount equal to COBRA health insurance coverage for a period of 12 months following termination of employment for Messrs. Hart and Dzielak.
- (2) Upon a Change in Control (as defined in the Expedia Group 2005 Plan), all unvested equity awards held by the named executive officers vest in full.
- (3) Reflects incremental value of prorated vesting as of December 31, 2019. However, these options would only become exercisable if the applicable stock price goals of \$180 per share or \$200 per share are met on February 28, 2022.
- (4) The amount of Cash Severance (salary) and Health and Benefits for Mr. Dzielak assumes that Expedia Group has chosen to extend the Dzielak Continuation Period to 18 months.

## **Pay Ratio Disclosure**

As required by Section 953(b) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and related regulations, we are providing the information below regarding the ratio of the annual total compensation of our median compensated employee to that of our Chief Executive Officer (the “*CEO Pay Ratio*”).

### ***Identifying Our Median Compensated Employee***

The SEC rules allow companies to identify the median employee whose compensation will be used for the annual total compensation calculation once every three (3) years provided that there have not been any changes in the company’s employee population or employee compensation arrangements that it is reasonably believed would result in a significant change in its pay ratio disclosure. While there were no changes in the Company’s employee population or employee compensation arrangements that it is reasonably believed would result in a significant change to the Company’s pay ratio, the median employee identified in 2017 was subsequently promoted making the employee no longer representative of the median. Therefore, in accordance with SEC executive compensation disclosure rules, for our 2018 disclosure, we selected an employee whose compensation was substantially similar to our 2017 median employee based on the compensation measure used to select the 2017 median employee. We determined that the median employee selected in 2018 is still representative of the median for the 2019 disclosure.

As previously disclosed, when determining our median compensated employee, we included the following compensation elements for our global employee population other than our President and Chief Executive Officer, including employees of our consolidated subsidiaries, as of November 1, 2017 (the “*Determination Date*”), using foreign exchange rates in effect on the Determination Date for non-domestic employees:

- *annual salary*, which for hourly employees was calculated based on hourly rates and total scheduled 2017 hours as of the Determination Date, and for all other employees was calculated based on their salary in effect on the Determination Date;
- *annual cash bonus* (including cash incentive plan payments), which was calculated based on an employee’s target percentage times base salary in effect on the Determination Date; and
- *equity-based compensation*, which was calculated based on target equity award levels as of the Determination Date, taking into account an employee’s role and level.

On the Determination Date, our global employee population for purposes of the median employee determination was 22,152 employees (comprised of 10,227 domestic and 11,925 international employees), including full-time and part-time employees, interns, trainees, and fixed term contractors who are paid directly by the Company. This determination process identified in a median group consisting of several employees and a representative employee was selected from that group, taking into account demographic characteristics that best represent a typical Expedia Group employee, including tenure, location, role and responsibilities.

### ***Median Employee's Total 2019 Compensation***

Having identified our median compensated employee, we then calculated that employee's actual 2019 total annual compensation in accordance with the SEC's requirements for reporting named executive officer compensation in the *2019 Summary Compensation Table*, resulting in 2019 annual total compensation of \$69,854.

### ***CEO's Total 2019 Compensation***

For the purposes of the 2019 CEO Pay Ratio disclosure, we used Mr. Okerstrom's 2019 total compensation as reported in the *Summary Compensation Table* (which included annualized base salary and cash severance), for a total of \$11,262,552.

### ***2019 CEO Pay Ratio***

The ratio of Mr. Okerstrom's annual total compensation for 2019 to the median employee annual total compensation, determined as described above, was 161:1.

### ***Other Considerations***

Due to Mr. Okerstrom's departure as Chief Executive Officer, the vesting for a portion of the 2019 RSU award was accelerated and the remainder was forfeited. The value realized for the accelerated portion of the RSU award was \$3,822,102 based on the closing price of Expedia Group common stock on December 6, 2019, the date of termination. Substituting the realized value of the accelerated 2019 RSU award in lieu of the grant date fair value of the 2019 RSU award, Mr. Okerstrom's annual total compensation for 2019 would be calculated as \$4,896,966, and the ratio of Mr. Okerstrom's annual total compensation to the median employee annual total compensation would be 70:1.

The pay ratio disclosure set forth above is a reasonable estimate calculated in a manner consistent with applicable SEC rules, based on the methodologies and assumptions described above. SEC rules for identifying the median employee and determining the related pay ratio permit companies to use a wide range of methodologies, estimates and assumptions. As a result, the pay ratios reported by other companies may be based on other permitted methodologies and/or assumptions, and as a result, are likely not comparable to our pay ratio.

### ***Compensation of Directors***

The Board of Directors, since July 26, 2019 based on recommendations from the Nominating Committee, has primary responsibility for establishing non-employee director compensation arrangements, which have been designed to provide competitive compensation necessary to attract and retain high quality non-employee directors and to encourage ownership of Company stock to further align directors' interests with those of our stockholders.

Expedia Group employees generally do not receive compensation for serving as a director. Each non-employee director of Expedia Group who served on the Board during 2019 was entitled to receive the following compensation:

- an annual retainer of \$45,000, paid in equal quarterly installments;
- a grant of RSUs with a value of \$250,000 (based on the closing price of Expedia Group's common stock on the Nasdaq Stock Market on the day prior to the grant), upon such director's initial election to office or at the time such director first became eligible to receive compensation for service as a director, and annually thereafter on June 1, such RSUs to vest in three equal installments commencing on the first anniversary of the grant date and such RSUs to be entitled to dividends declared and paid on the underlying shares of common stock during the vesting period. In the event of a change in control (as defined in the Expedia Group 2005 Plan and described in the section above titled "*Executive Compensation-Potential Payments Upon Termination or Change in Control*"), the RSUs shall vest automatically in full;
- an annual retainer of \$20,000 for each member of the Audit Committee (including the Chair) and \$15,000 for each member of the Compensation Committee (including the Chair);

- an additional annual retainer of \$10,000 for the Chair of the Audit Committee and \$10,000 for the Chair of the Compensation Committee; and
- a quarterly retainer of \$20,000 for each member of the Special Litigation Committee.

Members of the Nominating Committee and the Section 16 Committee, prior to it being disbanded, do not receive additional compensation for their service on such committee. Expedia Group reimburses directors for all reasonable expenses incurred to attend Board and committee meetings.

In connection with the Liberty Expedia Transaction, pursuant to the Merger Agreement (as defined below) described below (see “*Relationships Involving Significant Stockholders, Named Executive Officers and Directors*” in Item 13, “*Certain Relationships and Related Person Transactions, and Director Independence*”) and immediately prior to the closing of the Combination (as defined below), each of Courtnee A. Chun, Pamela L. Coe and Christopher W. Shean, who had been nominated to the Board by Liberty Expedia, resigned from the Board. Upon their resignation, which was effective as of the closing of the Liberty Expedia Transaction on July 26, 2019 each then-outstanding award of RSUs of the Company held by Ms. Coe, Ms. Chun and Mr. Shean was settled in shares of Expedia Group common stock.

#### ***Director Stock Ownership Guidelines***

The Board of Directors has adopted stock ownership guidelines for directors to further align the interests of the directors with the interests of the stockholders of the Company. The director stock ownership guidelines apply to all directors except directors who are also subject to the Company’s Executive Stock Ownership Guidelines (“*Covered Directors*”).

Covered Directors are encouraged to hold a number of shares of Expedia Group common stock during their tenure equal to three times the annual cash retainer (currently \$45,000, with the current holding requirement thereby equal to \$135,000). Covered Directors have three years to attain the holding requirement. If the annual cash retainer is increased during a Covered Director’s service, the Covered Director shall have three years from the date of the increase in the annual cash retainer to acquire the additional stock. Based on the closing price of the Company’s common stock on April 13, 2020 each Covered Director held shares of Expedia Group common stock with a value greater than \$135,000, except Ms. Whalen, who was elected to the Board in June 2019 and Ms. Athey, who was elected to the Board in December 2015.

#### ***Non-Employee Director Deferred Compensation Plan***

Under the Company’s Director Deferred Compensation Plan, non-employee directors may defer all or a portion of their directors’ fees. Eligible directors who defer their directors’ fees may elect to have such deferred fees (i) applied to the purchase of share units, representing the number of shares of Expedia Group common stock that could have been purchased on the date such fees would otherwise be payable, or (ii) credited to a cash fund. If any dividends are paid on Expedia Group common stock, dividend equivalents will be credited on the share units. The cash fund will be credited with deemed interest at an annual rate equal to the average “bank prime loan” rate for such year identified in the U.S. Federal Reserve Statistical Release. Upon termination of service as a director of the Company, a director will receive (1) with respect to share units, such number of shares of Expedia Group common stock as the share units represent, and (2) with respect to the cash fund, a cash payment. Payments upon termination will be made in either one lump sum or up to five installments, as elected by the eligible director at the time of the deferral election. Each of Messrs. von Furstenberg and Khosrowshahi elected to defer their respective 2019 director fees, and Ms. Clinton elected to defer 50% of her 2019 director fees.

#### ***Hedging Policy***

The Expedia Group, Inc. Securities Trading Policy prohibits directors from engaging in short sales with respect to Expedia Group securities or the purchase, sale or issuance of options or rights relating to Expedia Group securities. This prohibition extends to various forms of hedging or monetization transactions.

### 2019 Director Compensation

As employee directors, Messrs. Diller, Kern and Okerstrom did not receive compensation for service as directors for 2019. The following table shows compensation information for all other directors who received compensation for their Board of Directors service during 2019.

Name	Fees Earned or Paid in Cash (\$) <sup>(1)</sup>	Stock Awards (\$) <sup>(2)(3)</sup>	All Other Compensation (\$)	Total (\$)
Samuel Altman <sup>(4)</sup>	13,815	249,955	—	263,770
Susan C. Athey <sup>(17)</sup>	45,000	249,895	—	294,895
A. George “Skip” Battle <sup>(5)</sup>	75,000	249,895	—	324,895
Chelsea Clinton <sup>(6),(17)</sup>	65,725	249,895	—	315,620
Jon T. Gieselman <sup>(7)</sup>	9,844	249,961	—	259,805
Craig A. Jacobson <sup>(8)</sup>	86,955	249,895	—	336,850
Dara Khosrowshahi <sup>(9),(17)</sup>	45,000	249,895	—	294,895
Alexander von Furstenberg <sup>(17)</sup>	45,000	249,895	—	294,895
Julie Whalen <sup>(10)</sup>	43,513	249,912	—	293,425
Jonathan L. Dolgen <sup>(11)</sup>	58,550	249,895	—	308,445
Courtnee Chun <sup>(12)</sup>	25,684	249,895	—	275,579
Pamela L. Coe <sup>(13)</sup>	34,245	249,895	—	284,140
Victor A. Kaufman <sup>(14)</sup>	45,000	249,895	—	294,895
Scott Rudin <sup>(15)</sup>	9,750	—	—	9,750
Christopher W. Shean <sup>(16)</sup>	25,684	249,895	—	275,579

- (1) This column reports the amount of cash compensation earned in 2019 for Board and committee service, including amounts deferred at the director’s election.
- (2) Reflects aggregate grant date fair value of awards granted in the year indicated, computed in accordance with FASB ASC Topic 718, and in accordance with the assumptions described in the “Stock-Based Compensation” section of “Note 2 - Significant Accounting Policies” in the notes to consolidated financial statements in the Company’s most recent Form 10-K. The grant date fair value of awards reflects an estimate as of the grant date and may not correspond to the actual value that will be recognized by the directors. Stock awards consist of RSUs valued using the closing price of Expedia Group common stock on the Nasdaq Stock Market on the first trading day immediately preceding the grant date.
- (3) Each of Ms. Athey and Messrs. Battle, Dolgen, Jacobson, and von Furstenberg had 4,130 RSUs outstanding at December 31, 2019. Ms. Clinton had 4,773 RSUs outstanding at December 31, 2019, Mr. Altman had 1,905 RSUs outstanding at December 31, 2019, Mr. Gieselman had 2,481 RSUs outstanding at December 31, 2019 and Ms. Whalen had 2,080 RSUs outstanding at December 31, 2019. Mr. Khosrowshahi had 4,112 RSUs outstanding and 770,000 stock options outstanding at December 31, 2019. Mr. Kaufman had 4,130 RSUs outstanding and 37,500 options outstanding at December 31, 2019. Prior to her resignation from the Board, Ms. Chun had 4,913 RSUs outstanding, the vesting of which was accelerated on July 26, 2019. Prior to their respective resignations from the Board, each of Ms. Coe and Mr. Shean had 4,130 RSUs outstanding, the vesting of which was accelerated on July 26, 2019.
- (4) Mr. Altman was appointed to the Board on September 10, 2019.
- (5) Mr. Battle was the Chair of the Audit Committee during 2019.
- (6) Ms. Clinton was a member of the Compensation Committee during 2019, was appointed Co-Chair of the Compensation Committee on June 5, 2019 and subsequently appointed sole Chair on September 10, 2019, and was appointed to the Nominating Committee on July 26, 2019.
- (7) Mr. Gieselman was appointed to the Board and the Special Litigation Committee on December 3, 2019.
- (8) During 2019, Mr. Jacobson was a member of each of the Audit Committee, Compensation Committee and Section 16 Committee until it was disbanded on July 26, 2019, was Co-Chair of the Compensation Committee until September 10, 2019, and was Co-Chair of the Section 16 Committee until it was disbanded.
- (9) Mr. Khosrowshahi was a member of the Nominating Committee during 2019.
- (10) Ms. Whalen was appointed to the Board and the Audit Committee on June 5, 2019, and was appointed to the Special Litigation Committee on December 3, 2019.

- (11) Mr. Dolgen was Co-Chair of the Compensation Committee in 2019 until his resignation from the Board effective June 5, 2019.
- (12) Ms. Chun resigned from the Board, effective July 26, 2019.
- (13) Ms. Coe was a member of the Compensation Committee in 2019 until her resignation from the Board effective July 26, 2019.
- (14) Mr. Kaufman resigned from the Board, effective March 5, 2020.
- (15) Mr. Rudin resigned from the Board, effective March 19, 2019.
- (16) Mr. Shean resigned from the Board, effective July 26, 2019.
- (17) Each of Messrs. Khosrowshahi and von Furstenberg elected to defer his 2019 director fees pursuant to the Director Deferred Compensation Plan and Ms. Clinton elected to defer 50% of her 2019 director fees pursuant to the Deferred Compensation Plan, which is described above. Mr. von Furstenberg previously elected to defer his 2015, 2016, 2017 and 2018 director fees pursuant to the Director Deferred Compensation Plan. Each of Ms. Athey and Clinton and Mr. Khosrowshahi previously elected to defer 2018 director fees pursuant to the Director Deferred Compensation Plan. At December 31, 2019, Ms. Athey held a total of 387,209 share units, Ms. Clinton held a total of 723,148 share units, Mr. Khosrowshahi held a total of 755,719 share units and Mr. von Furstenberg held a total of 1,537,991 share units.

### Compensation Committee Interlocks and Insider Participation

In 2019, the Board of Directors had a Compensation Committee, consisting of Ms. Clinton and Mr. Jacobson for the entire year and Ms. Coe and Mr. Dolgen until their respective resignations from the board in July 2019 and June 2019, and a Section 16 Committee, consisting of Mr. Dolgen until his resignation in June 2019 and Ms. Clinton and Mr. Jacobson until the Section 16 Committee was disbanded in July 2019. During the one-year period ended December 31, 2019, none of Ms. Clinton or Coe or Messrs. Dolgen or Jacobson, was an officer or employee of Expedia Group, formerly an officer of Expedia Group, or an executive officer of an entity for which an executive officer of Expedia Group served as a member of the Compensation Committee or as a director.

### Part III. Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

#### Equity Compensation Plan Information

The following table summarizes information, as of December 31, 2019, relating to Expedia’s equity compensation plans pursuant to which grants of stock options, restricted stock, RSUs or other rights to acquire shares may be granted from time to time.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (A) <sup>(1)</sup>	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights \$(B)	Number of Securities Remaining Available for Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (A))(C)
Equity compensation plans approved by security holders <sup>(2)</sup>	13,053,273	102.945 <sup>(3)</sup>	7,451,740 <sup>(4)</sup>
Equity compensation plans not approved by security holders <sup>(5)</sup>	3,404	— <sup>(6)</sup>	96,315
<b>Total</b>	<b>13,056,677</b>		<b>7,548,055</b>

- (1) Excludes 61,504 securities with a weighted-average exercise price of \$108.488 to be issued upon the exercise of outstanding stock options, which were granted pursuant to plans assumed by the Company in connection with the acquisition of HomeAway, Inc.
- (2) Information relating to the Expedia Group 2005 Plan, and the Expedia Group, Inc. Employee Stock Purchase Plans (“ESPP”).

- (3) Excludes the following equity-based awards outstanding as of December 31, 2019: (i) 4,130,355 securities issuable in connection with RSUs for which there is no related exercise price; (ii) grants of 33,581 SARs with a weighted-average exercise price of \$105.431; and (3) grants of 17,364 cash-settled RSUs.
- (4) Includes 6,844,939 securities remaining available for issuance under the Expedia Group 2005 Plan, and 606,801 securities remaining available for issuance under the ESPP.
- (5) Includes the Director Deferred Compensation Plan, as described in *"Non-Employee Director Deferred Compensation Plan"* in Item 11.
- (6) Excludes outstanding share units for which there is no related exercise price.

### **Beneficial Ownership Table**

The following table presents information as of April 13, 2020 relating to the beneficial ownership of Expedia Group's capital stock by (i) each person or entity known to the Company to own beneficially more than 5% of the outstanding shares of Expedia Group's common stock and Class B common stock, (ii) each current director of Expedia Group, (iii) each named executive officer, and (iv) all executive officers and directors of Expedia Group, as a group. Unless otherwise indicated, beneficial owners listed in the table may be contacted at Expedia Group's corporate headquarters at 1111 Expedia Group Way W., Seattle, Washington 98119. As of April 13, 2020, there were 135,454,247 and 5,523,452 shares of Expedia Group common stock and Class B common stock, respectively, outstanding.

For each beneficial owner listed, the number of shares of Expedia Group common stock and the percentage of each such class listed assumes the conversion or exercise of any Expedia Group equity securities owned by such owner that are or will become exercisable, and the vesting of any Expedia Group stock options and/or RSUs that will vest, within 60 days of April 13, 2020, but does not assume the conversion, exercise or vesting of any such equity securities owned by any other owner. Shares of Expedia Group Class B common stock may, at the option of the holder, be converted on a one-for-one basis into shares of Expedia Group common stock. The percentage of votes for all classes of Expedia Group's capital stock is based on one vote for each share of common stock and ten votes for each share of Class B common stock. See *"New Governance Agreement"* in Item 13 *"Certain Relationships and Related Person Transactions, and Director Independence—Relationships Involving Significant Stockholders, Named Executive Officers and Directors—Relationships Involving Mr. Diller"* below for a description of the Purchase/Exchange Right (as defined below) and its potential effect on the Company's ownership structure.

Beneficial Owner	Common Stock		Class B Common Stock		Percent (%) of Votes (All Classes)
	Shares	%	Shares	%	
The Vanguard Group 100 Vanguard Blvd. Malvern, PA 19355	15,569,130 <sup>(1)</sup>	11.49	—	—	5.9
BlackRock, Inc. 55 East 52 <sup>nd</sup> Street New York, NY 10055	9,802,061 <sup>(2)</sup>	7.2	—	—	3.7
PAR Investment Partners, L.P. 200 Clarendon Street, Fl 48 Boston, MA 02116	7,898,413 <sup>(3)</sup>	5.8	—	—	3.0
Melvin Capital Management LP. 535 Madison Avenue, 22 <sup>nd</sup> Floor New York, NY 10022	6,835,486 <sup>(4)</sup>	5.0	—	—	2.6
Barry Diller	523,595 <sup>(5)</sup>	*	12,799,999 <sup>(5)</sup>	100.0	48.7
<i>Beneficial Ownership Excluding Shares Subject to the New Governance Agreement Purchase/Exchange Right</i>	523,595 <sup>(6)</sup>	*	5,523,452 <sup>(6)</sup>	100.0	29.2
Peter M. Kern	92,174 <sup>(7)</sup>	*	—	—	*
Samuel Altman	20,000 <sup>(8)</sup>	*	—	—	*
Susan C. Athey	3,454 <sup>(9)</sup>	*	—	—	*
A. George “Skip” Battle	46,362 <sup>(10)</sup>	*	—	—	*
Chelsea Clinton	5,768 <sup>(11)</sup>	*	—	—	*
Jon T. Gieselmann	2,393 <sup>(12)</sup>	*	—	—	*
Craig A. Jacobson	32,472 <sup>(13)</sup>	*	—	—	*
Dara Khosrowshahi	900,999 <sup>(14)</sup>	*	—	—	*
Alexander von Furstenberg	9,972 <sup>(15)</sup>	*	439,552 <sup>(14)</sup>	3.4	1.7
Julie Whalen	693 <sup>(16)</sup>	*	—	—	*
Robert J. Dzielak	348,941 <sup>(17)</sup>	*	—	—	*
Eric Hart	83,011 <sup>(18)</sup>	*	—	—	*
Lance Soliday	48,304 <sup>(19)</sup>	*	—	—	*
Mark Okerstrom	760,625 <sup>(20)</sup>	*	—	—	*
Alan Pickerill	85,347 <sup>(21)</sup>	*	—	—	*
All current executive officers, directors and director nominees, and former executive officers who served in 2019, as a group (16 persons)	2,964,110 <sup>(22)</sup>	2.2	12,799,999	100.00	49.3

- \* The percentage of shares beneficially owned does not exceed 1% of the class.
- (1) Based on information filed on Amendment No. 6 to Schedule 13G with the SEC on February 12, 2020 by The Vanguard Group, reporting sole voting power over 216,034 shares of common stock, shared voting power over 44,612 shares of common stock, sole dispositive power over 15,321,487 shares of common stock and shared dispositive power over 247,643 shares of common stock.
  - (2) Based on information filed on Amendment No. 2 to Schedule 13G with the SEC on February 5, 2020 by BlackRock, Inc. reporting sole voting power over 8,615,112 shares of common stock and sole dispositive power over 9,802,061 shares of common stock.
  - (3) Based on information filed on Amendment No. 2 to Schedule 13G with the SEC on February 14, 2020 by PAR Investment Partners, L.P., PAR Group II, L.P. and PAR Capital Management, Inc. reporting sole voting power and sole dispositive power over 7,898,413 shares of common stock.
  - (4) Based on information filed on Schedule 13G with the SEC on March 6, 2020 by Melvin Capital Management LP reporting shared voting power of 6,835,486 shares of common stock and shared dispositive power over 6,835,486 shares of common stock.
  - (5) Consists of (i) 8,558 shares of common stock held directly, (ii) options to purchase 512,500 shares of common stock held by Mr. Diller that are exercisable within 60 days of April 13, 2020 and 2,537 RSUs that will vest within 60 days of April 13, 2020, (iii) 5,083,900 shares of Class B common stock held by Mr. Diller, (iv) 439,552 shares of Class B common stock held by a private foundation as to which Mr. Diller disclaims beneficial ownership and (v) 7,276,547 shares of Class B common stock that Mr. Diller may have the right to acquire within 60 days of April 13, 2020 pursuant to the New Governance Agreement. Excludes shares of common stock and options to purchase shares of common stock held by Mr. Diller's spouse, as to which Mr. Diller disclaims beneficial ownership.
  - (6) Excludes shares of Class B common stock that Mr. Diller may have the right to acquire within 60 days of April 13, 2020 pursuant to the New Governance Agreement. Excludes shares of common stock and options to purchase shares of common stock held by Mr. Diller's spouse, as to which Mr. Diller disclaims beneficial ownership.
  - (7) Consists of 90,906.723 (unrounded) shares of common stock held by Mr. Kern, all of which were pledged as part of collateral to secure a loan account to Morgan Stanley Private Bank, N.A. and 1,268 RSUs that will vest within 60 days of April 13, 2020. Mr. Kern also holds 25,459 American Depository Shares of trivago N.V. and options to purchase 157,815 American Depository Shares of trivago N.V. that are exercisable within 60 days of April 13, 2020, which represents less than 1% of the outstanding Class A shares of trivago N.V.
  - (8) Consists of 20,000 shares of common stock held by Mr. Altman.
  - (9) Consists of 1,462 shares of common stock held by Ms. Athey, and 1,992 RSUs that will vest within 60 days of April 13, 2020.
  - (10) Consists of 44,370 shares of common stock held by Mr. Battle, and 1,992 RSUs that will vest within 60 days of April 13, 2020.
  - (11) Consists of 3,776 shares of common stock held by Ms. Clinton, and 1,992 RSUs that will vest within 60 days of April 13, 2020.
  - (12) Consists of 2,393 shares of common stock held by Mr. Gieselman.
  - (13) Consists of 30,480 shares of common stock held by Mr. Jacobson, and 1,992 RSUs that will vest within 60 days of April 13, 2020.
  - (14) Consists of 427,677 shares of common stock held by Mr. Khosrowshahi, of which 346,198 shares were pledged as collateral to secure a revolving line of credit account to Morgan Stanley Bank, N.A., 21,910 shares of common stock held by a trust as to which Mr. Khosrowshahi disclaims beneficial ownership, options to purchase 450,000 shares of common stock that are exercisable within 60 days of April 13, 2020, and 1,412 RSUs that will vest within 60 days of April 13, 2020.
  - (15) Consists of 7,980 shares of common stock held by Mr. von Furstenberg, 1,992 RSUs that will vest within 60 days of April 13, 2020 and 439,552 shares of Class B common stock held by a private foundation over which Mr. von Furstenberg has certain voting and disposition authority.
  - (16) Consists of 693 RSUs granted to Ms. Whalen that will vest within 60 days of April 13, 2020.
  - (17) Consists of 34,546 shares of common stock held by Mr. Dzielak, options to purchase 313,253 shares of common stock that are exercisable within 60 days of April 13, 2020 and 1,142 RSUs that will vest within 60 days of April 13, 2020.
  - (18) Consists of 5,474 shares of common stock held by Mr. Hart, options to purchase 77,284 shares of common stock that are exercisable within 60 days of April 13, 2020 and 253 RSUs that will vest within 60 days of April 13, 2020.
  - (19) Consists of 6,496 shares of common stock held by Mr. Soliday, options to purchase 41,580 shares of common stock that are exercisable within 60 days of April 13, 2020, and 228 RSUs that will vest within 60 days of April 13, 2020.
  - (20) Consists of options held by Mr. Okerstrom to purchase 760,625 shares of common stock that are exercisable within 60 days of April 13, 2020.

- (21) Consists of 2,798 shares of common stock held by Mr. Pickerill and options to purchase 82,549 shares of common stock that are exercisable within 60 days of April 13, 2020.
- (22) Consists of (i) 708,826 shares of common stock, (ii) options to purchase 2,237,791 shares of common stock that are exercisable within 60 days of April 13, 2020 and (iii) 17,493 RSUs that will vest within 60 days of April 13, 2020.

### **Part III. Item 13. Certain Relationships and Related Transactions, and Director Independence**

#### **Review and Approval or Ratification of Related Person Transactions**

In general, the Company will enter into or ratify a “related person transaction” only when, pursuant to the Audit Committee charter, it has been approved by the Audit Committee of the Board of Directors. Related persons include the Company’s executive officers, directors, 5% or more beneficial owners of our common stock, immediate family members of these persons and entities in which one of these persons has a direct or indirect material interest. Related person transactions are transactions that meet the minimum threshold for disclosure in the proxy statement under the relevant SEC rules (generally, transactions involving amounts exceeding \$120,000 in which a related person or entity has a direct or indirect material interest). While we have no written policy, when a potential related person transaction is identified, management presents it to the Audit Committee to determine whether to approve or ratify. When determining whether to approve, ratify, disapprove or reject any related person transaction, the Audit Committee considers all relevant factors, including the extent of the related person’s interest in the transaction, whether the terms are commercially reasonable and whether the related person transaction is consistent with the best interests of the Company and its stockholders.

The legal and accounting departments work with business units throughout the Company to identify potential related person transactions prior to execution. In addition, the Company takes the following steps with regard to related person transactions:

- On an annual basis, each director, director nominee and executive officer of the Company completes a director and officer questionnaire that requires disclosure of any transaction, arrangement or relationship with the Company during the last fiscal year in which the director or executive officer, or any member of his or her immediate family, had a direct or indirect material interest.
- Each director, director nominee and executive officer is expected to promptly notify the Company’s legal department of any direct or indirect interest that such person or an immediate family member of such person had, has or may have in a transaction in which the Company participates.
- The Company performs a quarterly search of its accounts payable, accounts receivable and other databases to identify any other potential related person transactions that may require disclosure.
- Any reported transaction that the Company’s legal department determines may qualify as a related person transaction is referred to the Audit Committee.

If any related person transaction is not approved, the Audit Committee may take such action as it may deem necessary or desirable in the best interests of the Company and its stockholders.

#### **Relationships Involving Significant Stockholders, Named Executive Officers and Directors**

##### ***Relationships Involving Mr. Diller***

Mr. Diller is Chairman and Senior Executive of Expedia Group. Simultaneously with the entry into the Merger Agreement described below under “-*Relationships Involving Expedia Group and Liberty Expedia*”:

- Barry Diller, The Diller Foundation d/b/a The Diller - von Furstenberg Family Foundation (the “*Family Foundation*”), Liberty Expedia and Expedia Group entered into an Exchange Agreement (the “*Exchange Agreement*”);
- Expedia Group and Mr. Diller entered into a Second Amended and Restated Governance Agreement (the “*New Governance Agreement*”) and on August 8, 2019 the Family Foundation signed a joinder to certain sections of the New Governance Agreement, which New Governance Agreement was subsequently amended on April 10, 2020;
- Mr. Diller, Liberty Expedia and certain wholly owned subsidiaries of Liberty Expedia entered into a Stockholders Agreement Termination Agreement, pursuant to which the former Stockholders Agreement between Mr. Diller and Liberty Expedia terminated on July 26, 2019, upon the closing of the Liberty Expedia Transaction; and

- Mr. Diller, Expedia Group, Liberty Expedia and certain wholly owned subsidiaries of Liberty Expedia entered into a Governance Agreement Termination Agreement, pursuant to which the Amended and Restated Governance Agreement, dated as of December 20, 2011, as amended, among Expedia Group, Liberty Expedia, Mr. Diller and certain wholly owned subsidiaries of Liberty Expedia (the “*Former Governance Agreement*”), terminated as to Liberty Expedia on July 26, 2019, upon the closing of the Liberty Expedia Transaction.

On July 26, 2019, pursuant to the Exchange Agreement, immediately prior to the closing of the Liberty Expedia Transaction, Mr. Diller and the Family Foundation exchanged with Liberty Expedia 5,523,452 shares of Expedia Group common stock, for the same number of shares of Class B common stock (such shares of Class B common stock, collectively, the “*Original Shares*”) held by Liberty Expedia. Immediately thereafter, the Liberty Expedia Transaction closed, in connection with which Liberty Expedia became an indirect wholly owned subsidiary of Expedia Group and was then merged into a wholly owned subsidiary of Expedia Group.

*New Governance Agreement.* Pursuant to the New Governance Agreement, Mr. Diller has the right (the “*Purchase/Exchange Right*”), previously exercisable through April 26, 2020, from time to time in whole or in part, to (1) exchange with Expedia Group (or its wholly owned subsidiary) an equivalent number of shares of Expedia Group common stock for, or (2) purchase from Expedia Group (or its wholly owned subsidiary), at a price per share equal to the average closing price of Expedia Group common stock for the five trading days immediately preceding notice of exercise, up to a number of shares of Class B common stock equal to 7,276,547 (any shares acquired pursuant to the Purchase/Exchange Right, the “*Additional Shares*”).

On April 10, 2020, Expedia Group and Mr. Diller entered into Amendment No. 1 (the “*Amendment*”) to the New Governance Agreement (as amended, the “*Governance Agreement*”). The Amendment was entered into pursuant to the stipulation and order entered by the Delaware Court of Chancery on March 30, 2020 (the “*Order*”), and was approved by the Special Litigation Committee of the Board formed on December 3, 2019 to, among other things, investigate and evaluate the claims raised against certain current and former members of the Board of Directors and officers of the Company in the consolidated action captioned *In re Expedia Group Stockholders Litigation*, Consolidated Case No. 2019-0494-JTL (the “*Delaware Litigation*”). Pursuant to the New Governance Agreement, the Amendment was also authorized by a majority of the Independent Directors (as defined in the New Governance Agreement) of Expedia Group. Pursuant to the Order, Mr. Diller may not exercise the Purchase/Exchange Right prior to the Special Litigation Committee notifying Mr. Diller that it has completed its investigation of the claims raised in the Delaware Litigation (the “*Completion Date*”). The Amendment extends the deadline by which Mr. Diller may exercise the Purchase/Exchange Right to the close of business on the forty-fifth day following the Completion Date.

Assuming the exercise in full by Mr. Diller of the Purchase/Exchange Right, the Original Shares and Additional Shares would collectively represent approximately 50.0% of the total voting power of all outstanding shares of Expedia Group common stock and Class B common stock as of April 13, 2020. The foregoing assumes that Mr. Diller exercises in full his right to acquire the Additional Shares solely by exchanging shares of Expedia Group common stock acquired in the open market (or otherwise, other than from Expedia Group). Were Mr. Diller to acquire the Additional Shares through cash purchases directly from Expedia Group (or its wholly owned subsidiary), the Original Shares and Additional Shares would collectively represent approximately 48.6% of the total voting power of all outstanding shares of Expedia Group common stock and Class B common stock as of April 13, 2020.

Prior to the transfer of any Additional Shares, a transferee must deliver a proxy granting Mr. Diller sole voting control over such shares and deliver a joinder agreement agreeing to be bound by certain terms of the Governance Agreement. Subject to limited exceptions, any transferred Additional Shares over which Mr. Diller does not maintain sole voting control will be automatically converted into shares of Expedia Group common stock.

All Additional Shares will be automatically converted into shares of Expedia Group common stock immediately following the earliest of (a) Mr. Diller’s death or disability; (b) such time as Mr. Diller no longer serves as Chairman or Senior Executive of Expedia Group, other than as a result of his removal (other than for “*cause*” as defined in the Governance Agreement) or failure to be nominated or elected when he is willing to serve in such position; and (c) aggregate transfers by Mr. Diller (or certain limited permitted transferees of Mr. Diller) of Original Shares exceeding 5% of the outstanding voting power of Expedia Group. Additionally, subject to limited exception, no current or future holder of Original Shares or Additional Shares may participate in, or vote in favor of, or tender shares into, any change of control transaction involving at least 50% of the outstanding shares or voting power of capital stock of Expedia Group, unless such transaction provides for the same per share consideration and mix of consideration (or election right) and the same participation rights for shares of Expedia Group common stock and Class B common stock. These requirements negotiated by the Special Committee and agreed to by Mr. Diller under the New Governance Agreement did not exist under the Former Governance Agreement.

The New Governance Agreement also provided that, at the first annual meeting of the Expedia Group stockholders following the closing of the Liberty Expedia Transaction and for which a preliminary proxy statement had not been filed prior to the closing of the Liberty Expedia Transaction, Expedia Group would propose, and Mr. Diller would vote in favor of, a proposal to amend Expedia Group's Certificate of Incorporation to reflect the aforementioned transfer restrictions and provisions providing for automatic conversion of certain shares of Expedia Group Class B common stock, as well as the restrictions in respect of certain change-of-control transactions, reflected in the New Governance Agreement, which proposal was approved by stockholders at the Company's 2019 Annual Meeting of Stockholders on December 3, 2019.

### ***Relationships Involving Expedia Group and Liberty Expedia***

**Former Governance Agreement.** During 2018 through July 26, 2019, Liberty Expedia (as assignee of Qurate Retail, Inc. ("*Qurate*")) was a party to the Former Governance Agreement, which was terminated as to Liberty Expedia on July 26, 2019 upon the closing of the Liberty Expedia Transaction described below. Under the Former Governance Agreement, Liberty Expedia had the right to nominate up to a number of directors equal to 20% of the total number of the directors on the Board (rounded up to the next whole number if the number of directors on the Board were not an even multiple of five) and had certain rights regarding committee participation, so long as Liberty Expedia satisfied certain stock ownership requirements. The Former Governance Agreement also provided Liberty Expedia with preemptive rights in connection with issuances and proposed issuances by Expedia Group of shares of Expedia Group common stock and Class B common stock that generally entitled it to purchase for cash a number of shares, subject to a cap, so as to maintain the same ownership interest in Expedia Group that Liberty Expedia held immediately prior to the issuance or proposed issuance.

**Liberty Expedia Transaction.** On April 15, 2019, Expedia Group entered into an Agreement and Plan of Merger, as amended by Amendment No. 1 to Agreement and Plan of Merger, dated as of June 5, 2019 (the "*Merger Agreement*"), with Liberty Expedia, LEMS I LLC, a Delaware limited liability company and a wholly owned subsidiary of Expedia Group ("*Merger LLC*"), and LEMS II Inc., a Delaware corporation and a wholly owned subsidiary of Merger LLC ("*Merger Sub*"), and certain other related agreements (the "*Liberty Expedia Transaction*"). The Merger Agreement provided for, among other things (i) the merger of Merger Sub with and into Liberty Expedia (the "*Merger*"), with Liberty Expedia surviving the Merger as a wholly owned subsidiary of Merger LLC, and (ii) immediately following the Merger, the merger of Liberty Expedia (as the surviving corporation in the Merger) with and into Merger LLC (the "*Upstream Merger*", and together with the Merger, the "*Combination*"), with Merger LLC surviving the Upstream Merger as a wholly owned subsidiary of Expedia Group.

Simultaneously with Expedia Group's entry into the Merger Agreement, certain additional related agreements were entered into, including:

- An Assumption and Joinder Agreement to Tax Sharing Agreement by and among Expedia Group, Liberty Expedia's and Qurate, pursuant to which Expedia Group agreed to assume, effective at the closing of the Combination, Liberty Expedia's rights and obligations under the Tax Sharing Agreement, dated as of November 4, 2016, by and between Qurate and Liberty Expedia;
- An Assumption Agreement Concerning Transaction Agreement Obligations by and among Expedia Group, Liberty Expedia's, Qurate and the Malone Group, pursuant to which Expedia Group agreed to assume, effective at the closing of the Combination, certain of Liberty Expedia's rights and obligations under the Transaction Agreement which survive the termination of the Transaction Agreement; and
- An Assumption and Joinder Agreement to Reorganization Agreement by and among Expedia Group, Liberty Expedia's and Qurate, pursuant to which Expedia Group agreed to assume, effective at the closing of the Combination, Liberty Expedia's rights and obligations under the Reorganization Agreement, dated as of October 26, 2016, by and between Qurate and Liberty Expedia.

On July 26, 2019, the Combination was completed. At the effective time of the Merger (the "*Effective Time*"), each share of Series A common stock, par value \$0.01 per share, of Liberty Expedia (the "*Liberty Expedia Series A common stock*") and Series B common stock, par value \$0.01 per share, of Liberty Expedia (the "*Liberty Expedia Series B common stock*") issued and outstanding immediately prior to the Effective Time (except for shares held by Liberty Expedia as treasury stock or held directly by Expedia Group) was converted into the right to receive a number of shares of Expedia Group common stock such that each holder of record of shares of Liberty Expedia Series A common stock or Liberty Expedia Series B common stock had the right to receive, in the aggregate, a number of shares of Expedia Group common stock equal to the product of the total number of shares of such series of Liberty Expedia Series A common stock and Liberty Expedia Series B common stock held of record by such holder immediately prior to the Merger multiplied by an exchange ratio equal to 0.36, with such product

rounded up to the next whole share of Expedia Group common stock. The total aggregate consideration payable in the Combination was approximately 20.7 million shares of Expedia Group common stock.

### ***Relationships Involving Expedia Group and IAC***

**Overview.** Since the completion of the IAC/Expedia Group Spin-Off in 2005, Expedia Group and IAC have been related parties since Mr. Diller exerts significant influence over both entities by virtue of his executive role at each company, his voting power at Expedia Group as described above, and the fact that he and certain members of his family collectively have sole voting and/or investment power over all shares of IAC Class B common stock outstanding. In connection with and following the IAC/Expedia Group Spin-Off, Expedia Group and IAC entered into certain arrangements, including arrangements regarding the sharing of certain costs and the use and ownership of the Company aircraft and various commercial and other relationships, certain of which are described below.

**Cost-Sharing Arrangements.** Mr. Diller currently serves as Chairman and Senior Executive of both Expedia Group and IAC. Expedia Group and IAC have agreed, in light of Mr. Diller's senior role at both companies and his anticipated use of certain resources to the benefit of both companies, that certain expenses associated with such usage would be shared, as well as certain costs incurred by IAC in connection with the provision of certain benefits to Mr. Diller ("*Shared Costs*"). Cost sharing arrangements in effect during 2019 provided that each of Expedia Group and IAC cover 50% of the Shared Costs, which both companies agree best reflects the current allocation of actual time spent (and time to be spent) by Mr. Diller between the two companies. Shared Costs include costs for personal use of cars and equipment dedicated to Mr. Diller's use and expenses relating to Mr. Diller's support staff. During 2019, IAC billed Expedia Group for costs in the amount of approximately \$476,000 pursuant to these arrangements.

**Aircraft Arrangements.** Each of Expedia Group and IAC currently hold a 50% ownership interest in two aircraft that may be used by both companies (the, "Aircraft"). Pursuant to an amended and restated operating agreement, Expedia Group and IAC share capital costs relating to the Aircraft equally and operating costs are shared pro rata based on actual usage. These costs are generally paid by each company to third parties in accordance with the terms of the amended and restated operating agreement. Members of the Aircraft flight crews are employed by an entity in which each of Expedia Group and IAC has a 50% ownership interest. Expedia Group and IAC share costs relating to flight crew compensation and benefits pro rata according to each company's respective usage of the Aircraft, for which they are separately billed by the entity described above. In 2019, total payments of approximately \$2.7 million for flight crew compensation and benefits were made to this entity by Expedia Group.

At any time when Mr. Diller ceases to serve as Chairman of either Expedia Group or IAC, each party will have a put right with respect to its interest in the jointly-owned aircraft for which it is not the primary user (such determination based on relative usage of the aircraft in question during the 12 months immediately preceding such event), in each case at fair market value.

In April 2019, Expedia Group and IAC entered into an agreement to jointly acquire a new corporate aircraft for a total expected cost of \$72.3 million (including purchase price and related costs), which will be split evenly between the two companies. Expedia Group and IAC each paid \$23.0 million in 2019 in connection with the purchase agreement, with their respective share of the balance due upon delivery of the new aircraft, which is expected to occur in early 2021.

**Commercial Agreements.** Since the IAC/Expedia Group Spin-Off, Expedia Group has continued to work with some of IAC's businesses pursuant to a variety of commercial agreements, including a lease for IAC office space to Expedia Group. Expedia Group believes that these arrangements are ordinary course and have been negotiated at arm's length. With the exception of the lease for IAC office space (pursuant to which IAC billed Expedia Group approximately \$353,000 in 2019), none these agreements, whether taken individually or together with similar agreements, involve revenues to (or payments from) Expedia Group businesses in excess of \$120,000 in 2019.

### ***Relationships Involving Mr. Khosrowshahi***

In October 2019, Egencia, our corporate travel business, entered into a corporate travel services agreement with Uber Technologies, Inc. ("Uber"). Mr. Khosrowshahi is Uber's Chief Executive Officer and a member of Uber's Board of Directors. The terms of the Uber corporate travel agreement are standard for a client of Uber's size and fees paid to date pursuant to the agreement are less than \$120,000.

### ***Relationships Involving Mr. Okerstrom***

As discussed in the section above titled "*Compensation Discussion and Analysis-Other Compensation*," Expedia Group's Chief Executive Officer was encouraged to travel on Company aircraft for both business and personal use. Mr. Okerstrom reimbursed Expedia Group approximately \$163,000 for personal use of Company aircraft in 2019.

### **Part III. Item 14. Principal Accounting Fees and Services**

#### **Audit Committee Report**

The Audit Committee operates pursuant to a written charter that is available in the Corporate Governance section of our corporate website at [www.expediagroup.com](http://www.expediagroup.com). The Audit Committee oversees the Company's financial reporting process on behalf of the Board of Directors. Management has the primary responsibility for the financial statements, the public reporting process and establishing and maintaining an effective system of internal control over financial reporting. The Company's independent registered public accounting firm is engaged to audit and express opinions on the conformity of the Company's financial statements to generally accepted accounting principles and applicable rules and regulations, and the effectiveness of the Company's internal control over financial reporting.

In this context, the Audit Committee has reviewed and discussed the audited consolidated financial statements and related footnotes for the year ended December 31, 2019, together with the results of the assessment of the internal control over financial reporting, with management and Ernst & Young LLP. The Audit Committee has also discussed with Ernst & Young LLP the matters that are required to be discussed under Public Company Accounting Oversight Board (PCAOB) standards. In addition, the Audit Committee has received the written disclosures and the letter from Ernst & Young LLP as required by PCAOB rules, and has discussed with Ernst & Young LLP, their independence from the Company and its management. Finally, the Audit Committee has considered Ernst & Young LLP's provision of audit and non-audit services to the Company and concluded that the provision of such services is compatible with Ernst & Young LLP's independence.

Relying on the reviews and discussions referred to above, the Audit Committee unanimously recommended to the Board of Directors that the audited consolidated financial statements for the fiscal year ended December 31, 2019 be included in the Company's Annual Report on Form 10-K for the year ended December 31, 2019 for filing with the SEC.

Members of the Audit Committee:

*A. George "Skip" Battle (Chair)*  
*Craig A. Jacobson*  
*Julie Whalen*

**Fees Paid to Our Independent Registered Public Accounting Firm**

The following table sets forth aggregate fees for professional services rendered by Ernst & Young LLP for the years ended December 31, 2019 and 2018.

	2019	2018
Audit Fees <sup>(1)</sup>	\$ 14,607,000	\$ 13,858,000
Audit-Related Fees <sup>(2)</sup>	62,000	429,000
<b>Total Audit and Audit-Related Fees</b>	<b>14,669,000</b>	<b>14,287,000</b>
Tax Fees <sup>(3)</sup>	1,394,000	289,000
Other Fees <sup>(4)</sup>	33,000	30,000
<b>Total Fees</b>	<b>\$ 16,096,000</b>	<b>\$ 14,606,000</b>

- (1) Audit Fees include fees and expenses associated with the annual audit of the Company's consolidated financial statements and internal control over financial reporting, statutory audits, reviews of the Company's periodic reports, accounting consultations, reviews of SEC registration statements and consents and other services related to SEC matters. 2019 and 2018 Audit Fees include \$2,728,000 and \$3,244,000, respectively, in fees and expenses paid by trivago N.V., a Nasdaq-listed majority-owned subsidiary of the Company, associated with financial statement audit and review services provided to trivago N.V.
- (2) Audit-Related Fees include fees and expenses for due diligence in connection with acquisitions, and related accounting consultations.
- (3) Tax fees generally include fees related to tax compliance and return preparation, and tax planning and advice. In 2019, tax fees include \$1,324,000 of international tax structuring advisory fees.
- (4) Other Fees include fees and expenses for professional education offerings to the Company's employees, as well as access to Ernst & Young LLP's online research tools.

**Audit Committee Review and Pre-Approval of Independent Registered Public Accounting Firm Fees**

The Audit Committee has considered the audit and non-audit services provided by Ernst & Young LLP as described above and believes that they are compatible with maintaining Ernst & Young LLP's independence as the Company's independent registered public accounting firm.

The Audit Committee has adopted a policy governing the pre-approval of all audit and permitted non-audit services performed by the Company's independent registered public accounting firm to ensure that the provision of such services does not impair the independent registered public accounting firm's independence from the Company and its management. Unless a type of service to be provided by the Company's independent registered public accounting firm has received general pre-approval from the Audit Committee, it requires specific pre-approval by the Audit Committee. The payment for any proposed services in excess of pre-approved cost levels requires specific pre-approval by the Audit Committee.

Pursuant to its pre-approval policy, the Audit Committee may delegate its authority to pre-approve services to one or more of its members, and has currently delegated this authority to its Chair, subject to a limit of \$500,000 per approval. The decisions of the Chair of the Audit Committee (or any other member(s) to whom such authority may be delegated) to grant pre-approvals must be presented to the full Audit Committee at its next scheduled meeting. The Audit Committee may not delegate its responsibilities to pre-approve services to management. All audit and permitted non-audit services provided to Expedia Group and listed in the table above were pre-approved by the Audit Committee in accordance with the pre-approval policy described herein.

**Part IV. Item 15. Exhibits, Consolidated Financial Statements and Financial Statement Schedules**

(a)(1) and (a)(2): No financial statements or schedules are filed with this report on Form 10-K/A.

(a)(3) Exhibits:

Exhibit No.	Exhibit Description	Filed Herewith	Incorporated by Reference			
			Form	SEC File No.	Exhibit	Filing Date
1.1	<a href="#">Underwriting Agreement, dated as of May 28, 2015, Expedia, Inc., as Issuer, the Guarantors party thereto, and BNP Paribas, Goldman, Sachs &amp; Co., J.P. Morgan Securities plc, as Representatives of the several Underwriters (relating to the Fourth Supplemental Indenture on Exhibit 4.6)</a>		8-K	000-51447	1.1	6/3/2015
2.1	<a href="#">Share Purchase Agreement, dated as of December 21, 2012, by and among Expedia, Inc., trivago GmbH, a wholly owned subsidiary of Expedia and the shareholders of trivago GmbH party thereto.</a>		8-K	000-51447	2.1	12/21/2012
2.2	<a href="#">Shareholders Agreement, dated as of December 21, 2012 by and among trivago GmbH, Expedia, Inc., a wholly owned subsidiary of Expedia and certain shareholders of trivago GmbH.</a>		8-K	000-51447	2.2	12/21/2012
2.3	<a href="#">Purchase and Sale Agreement (Cruise), dated March 10, 2015, by and between Immunex Corporation and Cruise, LLC</a>		8-K	000-51447	10.1	4/2/2015
2.4	<a href="#">First Amendment to Purchase and Sale, dated March 25, 2015, by and between Immunex Corporation and Cruise, LLC</a>		8-K	000-51447	10.2	4/2/2015
2.5	<a href="#">Share Purchase Agreement, dated May 22, 2015, by and among Expedia, Inc., Expedia Asia Pacific - Alpha Limited, Ctrip.com International, Ltd., C-Travel International Limited, Luxuriant Holdings Limited, Keystone Lodging Holdings Limited and Plateno Group Limited</a>		8-K	000-51447	2.1	5/22/2015
2.6	<a href="#">Agreement and Plan of Merger by and among Expedia Group, Inc., LEMS II Inc., LEMS I LLC and Liberty Holdings, Inc., dated as of April 15, 2019</a>		8-K	001-37429	2.1	4/16/2019
2.7	<a href="#">Amendment No. 1 to Agreement and Plan of Merger, by and among Expedia Group, Inc., LEMS I LLC, LEMS II Inc. and Liberty Holdings, Inc., dated as of June 5, 2019</a>		8-K	001-37429	2.1	6/5/2019
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Expedia Group, Inc., dated as of December 3, 2019</a>		8-K	001-37429	3.1	12/4/2019
3.2	<a href="#">Amended and Restated By-Laws of Expedia Group, Inc. dated as of April 15, 2019</a>		8-K	001-37429	3.1	4/16/2019
4.1	<a href="#">Indenture, dated as of August 5, 2010, among Expedia, Inc., as Issuer, the Subsidiary Guarantors from time to time parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, governing Expedia, Inc.'s 5.95% Senior Notes due 2020</a>		8-K	000-51447	4.1	8/10/2010
4.2	<a href="#">Ninth Supplemental Indenture, dated as of September 30, 2016, among Expedia, Inc., as Issuer, the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</a>		8-K	001-37429	4.1	10/3/2016

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4.3	<a href="#"><u>Indenture, dated as of August 18, 2014, among Expedia, Inc., as Issuer, the Subsidiary Guarantors from time to time parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee</u></a>	8-K	000-51447	4.1	8/18/2014
4.4	<a href="#"><u>First Supplemental Indenture, dated as of August 18, 2014, among Expedia, Inc., the Subsidiary Guarantors party thereto and The Bank of New York Trust Company, N.A., as Trustee, governing Expedia, Inc.'s 4.500% Senior Notes due 2024</u></a>	8-K	000-51447	4.2	8/18/2014
4.5	<a href="#"><u>Fourth Supplemental Indenture, dated as of June 3, 2015, among Expedia, Inc., as Issuer, the Subsidiary Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, governing Expedia, Inc.'s 2.500% Senior Notes due 2022</u></a>	8-K	000-51447	4.2	6/3/2015
4.6	<a href="#"><u>Indenture, dated as of December 8, 2015, among Expedia, Inc., as Issuer, the Subsidiary Guarantors from time to time parties thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee, governing Expedia, Inc.'s 5.000% Senior Notes due 2026</u></a>	8-K	001-37429	4.1	12/8/2015
4.7	<a href="#"><u>Indenture, dated as of September 21, 2017, among Expedia, Inc., the guarantors party thereto and U.S. Bank National Association</u></a>	8-K	001-37429	4.1	9/21/2017
4.8	<a href="#"><u>Indenture, dated as of September 19, 2019, among Expedia Group, Inc., the guarantors party thereto and U.S. Bank National Association.</u></a>	8-K	001-37429	4.1	9/20/2019
4.9	<a href="#"><u>Registration Rights Agreement, dated as of September 19, 2019, among Expedia Group, Inc., the guarantors party thereto and BofA Securities, Inc., J.P. Morgan Securities LLC and Goldman Sachs &amp; Co., LLC.</u></a>	8-K	001-37429	4.2	9/20/2019
4.10+	<a href="#"><u>Description of Securities</u></a>				
4.11	<a href="#"><u>Investment Agreement, dated as of April 23, 2020, by and between Expedia Group, Inc. and AP Fort Holdings, L.P.</u></a>	8-K	001-37429	4.1	4/23/2020
4.12	<a href="#"><u>Investment Agreement, dated as of April 23, 2020, by and between Expedia Group, Inc. and SLP Fort Aggregator II, L.P. and SLP V Fort Holdings II, L.P.</u></a>	8-K	001-37429	4.2	4/23/2020
10.1	<a href="#"><u>Amended and Restated Governance Agreement among Expedia, Inc., Liberty Interactive Corporation and Barry Diller, dated as of December 20, 2011</u></a>	8-K	000-51447	10.1	12/27/2011
10.2	<a href="#"><u>Assignment and Assumption of Governance Agreement, among Liberty Expedia holdings, Inc., LEXE Marginco, LLC, LEXEB, LLC, Liberty Interactive Corporation, Barry Diller and Expedia, Inc., dated as of November 4, 2016</u></a>	8-K*†	001-37938	10.6	11/7/2016
10.3	<a href="#"><u>Amended and Restated Stockholders Agreement between Liberty Interactive Corporation and Barry Diller, dated as of December 20, 2011</u></a>	10-K	000-51447	10.11	2/10/2012
10.4	<a href="#"><u>Assignment and Assumption of Stockholders Agreement, by and among Liberty Expedia Holdings, Inc., Liberty Interactive Corporation and Barry Diller, dated November 4, 2016</u></a>	8-K*†	001-37938	10.7	11/7/2016

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10.5	<a href="#">Amendment No. 1 to Stockholders Agreement, by and between Liberty Expedia Holdings, Inc. and Barry Diller, dated November 4, 2016</a>	8-K*†	001-37938	10.8	11/7/2016
10.6	<a href="#">Letter Agreement, dated as of March 6, 2018, by and among Liberty Expedia Holdings, Inc., Liberty Interactive Corporation, Barry Diller, John C. Malone and Leslie Malone.</a>	8-K*†	001-37938	10.1	3/7/2018
10.7	<a href="#">Amended and Restated Transaction Agreement, by and among Liberty Interactive Corporation, Liberty Expedia Holdings, Inc., Barry Diller, John C. Malone and Leslie Malone, dated as of September 22, 2016</a>	S-4/A*†	333-210377	10.13	9/23/2016
10.8	<a href="#">Assignment Agreement, by and between Barry Diller and Liberty Expedia Holdings, Inc., dated November 4, 2016</a>	8-K*†	001-37938	10.10	11/7/2016
10.9	<a href="#">Tax Sharing Agreement by and between Expedia, Inc. and TripAdvisor, Inc., dated as of December 20, 2011</a>	8-K	000-51447	10.2	12/27/2011
10.10	<a href="#">Services Agreement by and between HomeAway.com, Inc. and Keystone Strategy LLC, dated April 1, 2017</a>	10-Q	001-37429	10.1	7/28/2017
10.11	<a href="#">Amended and Restated Credit Agreement dated as of September 5, 2014, among Expedia, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company; Hotwire, Inc., a Delaware corporation, the Lenders party hereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Europe Limited, as London Agent</a>	8-K	000-51447	10.1	9/11/2014
10.12	<a href="#">First Amendment, dated as of February 4, 2016, among Expedia, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the lenders and issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Europe Limited, as London Agent</a>	8-K	001-37429	10.1	2/8/2016
10.13	<a href="#">Second Amendment, dated as December 22, 2016, among Expedia, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the other Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Europe Limited, as London Agent</a>	10-K	001-37429	10.14	2/10/2017
10.14	<a href="#">Third Amendment, dated as of April 25, 2017, to the Amended and Restated Credit Agreement dated as of September 5, 2014 among Expedia, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the other Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Europe Limited, as London Agent</a>	10-Q	001-37429	10.1	4/28/2017

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10.15	<a href="#">Fourth Amendment, dated as of May 31, 2018, to the Amended and Restated Credit Agreement dated as of September 5, 2014 among Expedia Group, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the lenders and issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and London Agent.</a>	8-K	001-37429	10.1	6/1/2018
10.16	<a href="#">Fifth Amendment, dated as of September 10, 2018, to the Amended and Restated Credit Agreement dated as of September 5, 2014 among Expedia Group, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the other Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and London Agent</a>	10-Q	001-37429	10.1	10/26/2018
10.17	<a href="#">Sixth Amendment, dated as of December 28, 2018, to the Amended and Restated Credit Agreement dated as of September 5, 2014 among Expedia Group, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the other Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and London Agent</a>	10-K	001-37429	10.17	2/8/2019
10.18	<a href="#">Seventh Amendment, dated as of March 7, 2019, to the Amended and Restated Credit Agreement dated as of September 5, 2014 among Expedia Group, Inc., a Delaware corporation, Expedia, Inc., a Washington corporation, Travelscape, LLC, a Nevada limited liability company, Hotwire, Inc., a Delaware corporation, the other Borrowing Subsidiaries from time to time party thereto, the Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and London Agent</a>	10-Q	001-37429	10.16	5/3/2019
10.19	<a href="#">Office Building Lease by and between Tower 333 LLC, a Delaware limited liability company, and Expedia, Inc., a Washington corporation, dated June 25, 2007</a>	10-Q	000-51447	10.1	8/3/2007
10.20	<a href="#">Voting Agreement by and among Expedia Group, Inc. and the Shareholders (as defined therein), dated as of April 15, 2019</a>	8-K	001-37429	10.1	4/16/2019
10.21	<a href="#">Exchange Agreement by and among Barry Diller, The Diller - von Furstenberg Family Foundation, Liberty Expedia Holdings, Inc., and Expedia Group, Inc., dated as of April 15, 2019</a>	8-K	001-37429	10.2	4/16/2019
10.22	<a href="#">Second Amended and Restated Governance Agreement by and between Expedia Group, Inc. and Barry Diller, dated as of April 15, 2019</a>	8-K	001-37429	10.3	4/16/2019
10.23	<a href="#">Amendment No. 2 to Amended and Restated Transaction Agreement, by and among Qurate Retail, Inc., Liberty Expedia Holdings, Inc., Barry Diller, John C. Malone and Leslie Malone, dated as of April 15, 2019</a>	8-K	001-37429	10.4	4/16/2019

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10.24	<a href="#">Stockholders Agreement Termination Agreement, by and among Barry Diller, Liberty Expedia Holdings, Inc., LEXEB, LLC and LEXE Marginco, LLC, dated as of April 15, 2019</a>	8-K	001-37429	10.5	4/16/2019
10.25	<a href="#">Governance Agreement Termination Agreement, by and among Barry Diller, Expedia Group, Inc., Liberty Expedia Holdings, Inc., LEXEB, LLC and LEXE Marginco, LLC, dated as of April 15, 2019</a>	8-K	001-37429	10.6	4/16/2019
10.26	<a href="#">Assumption and Joinder Agreement to Tax Sharing Agreement by and among Expedia Group, Inc., Liberty Expedia Holdings, Inc. and Qurate Retail, Inc., dated as of April 15, 2019</a>	8-K	001-37429	10.7	4/16/2019
10.27	<a href="#">Tax Sharing Agreement, by and between Liberty Interactive Corporation and Liberty Expedia Holdings, Inc., dated as of November 4, 2016</a>	8-K*^	001-33982	10.1	11/7/2016
10.28	<a href="#">Assumption Agreement Concerning Transaction Agreement Obligations, by and among Expedia Group, Inc., Liberty Expedia Holdings, Inc., Qurate Retail, Inc., Barry Diller, John C. Malone and Leslie Malone, dated as of April 15, 2019</a>	8-K	001-37429	10.9	4/16/2019
10.29	<a href="#">Assumption and Joinder Agreement to Reorganization Agreement by and among Expedia Group, Inc., Liberty Expedia Holdings, Inc. and Qurate Retail, Inc., dated as of April 15, 2019</a>	8-K	001-37429	10.10	4/16/2019
10.30	<a href="#">Reorganization Agreement by and between Liberty Interactive Corporation and the Registrant, dated as of October 26, 2016</a>	POS-AM*†	333-210377	2.1	11/4/2016
10.31*	<a href="#">Fourth Amended and Restated Expedia, Inc. 2005 Stock and Annual Incentive Plan</a>	DEF 14A	001-37429	App. A	8/23/2016
10.32*	<a href="#">Orbitz Worldwide, Inc. 2007 Equity and Incentive Plan</a>	S-8	333-206990	99.1	9/17/2015
10.33*	<a href="#">HomeAway, Inc. 2011 Equity Incentive Plan</a>	S-8	333-208548	99.1	12/15/2015
10.34*	<a href="#">Expedia Group, Inc. 2013 Employee Stock Purchase Plan, as Amended and Restated</a>	10-K	001-37429	10.22	2/8/2019
10.35*	<a href="#">Expedia Group, Inc. 2013 International Employee Stock Purchase Plan, As Amended and Restated</a>	10-K	001-37429	10.23	2/8/2019
10.36*	<a href="#">Form of Expedia, Inc. Restricted Stock Unit Agreement (Directors)</a>	10-Q	000-51447	10.1	8/1/2014
10.37*	<a href="#">Form of Expedia, Inc. Restricted Stock Unit Agreement</a>	10-K	001-37429	10.22	2/10/2017
10.38*	<a href="#">Form of Expedia Group, Inc. Restricted Stock Unit Agreement</a>	10-Q	001-37429	10.1	4/27/2018
10.39*	<a href="#">Form of Expedia, Inc. Stock Option Agreement</a>	10-K	001-37429	10.23	2/10/2017
10.40*	<a href="#">Form of Expedia Group, Inc. Stock Option Agreement</a>	10-Q	001-37429	10.2	4/27/2018
10.41*	<a href="#">Form of Expedia, Inc. 2018 Performance-Based Stock Option Agreement</a>	10-Q	001-37429	10.3	4/27/2018
10.42*	<a href="#">Amended and Restated Expedia, Inc. Non-Employee Director Deferred Compensation Plan, effective as of January 1, 2009</a>	10-K	000-51447	10.13	2/19/2009
10.43*	<a href="#">Amended and Restated Expedia, Inc. Executive Deferred Compensation Plan, effective as of January 1, 2009</a>	10-K	000-51447	10.17	2/19/2009
10.44*	<a href="#">First Amendment of the Executive Deferred Compensation Plan, effective as of December 31, 2014</a>	10-K	000-51447	10.20	2/6/2015

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10.45*	<a href="#">Employment Agreement between Mark Okerstrom and Expedia, Inc., effective September 15, 2017</a>	8-K/A	001-37429	10.1	9/21/2017
10.46*	<a href="#">Expedia, Inc. Stock Option Agreement for Mark D. Okerstrom, dated as of March 7, 2016</a>	8-K	001-37429	10.2	3/9/2016
10.47*	<a href="#">Expedia, Inc. Stock Option Agreement for Mark D. Okerstrom, dated as of March 7, 2016 (Performance Options)</a>	8-K	001-37429	10.3	3/9/2016
10.48*	<a href="#">Stock Option Agreement between Mark Okerstrom and Expedia, Inc., effective September 15, 2017 (Performance Options)</a>	8-K/A	001-37429	10.2	9/21/2017
10.49*	<a href="#">Stock Option Agreement between Mark D. Okerstrom and Expedia, Inc., effective as of March 2, 2018 (Performance-Based Options)</a>	10-Q	001-37429	10.4	4/27/2018
10.50*	<a href="#">Employment Agreement between Alan Pickerill and Expedia, Inc., effective September 15, 2017</a>	8-K/A	001-37429	10.3	9/21/2017
10.51*	<a href="#">Stock Option Agreement between Alan R. Pickerill and Expedia, Inc., effective as of March 2, 2018 (Performance-Based Options)</a>	10-Q	001-37429	10.5	4/27/2018
10.52*	<a href="#">Amended and Restated Employment Agreement between Robert J. Dzielak and Expedia, Inc., effective March 3, 2018</a>	8-K	001-37429	10.1	3/7/2018
10.53*	<a href="#">Stock Option Agreement between Robert J. Dzielak and Expedia, Inc., effective March 2, 2018 (Performance-Based Options)</a>	10-Q	001-37429	10.6	4/27/2018
10.54*	<a href="#">Stock Option Agreement between Robert J. Dzielak and Expedia, Inc., effective March 2, 2018 (Cliff Vest Options)</a>	10-Q	001-37429	10.7	4/27/2018
10.55*	<a href="#">Equity Treatment Agreement between Dara Khosrowshahi and Expedia, Inc., effective September 20, 2017</a>	8-K/A	001-37429	10.4	9/21/2017
10.56*	<a href="#">Expedia, Inc. Stock Option Agreement for Dara Khosrowshahi, dated as of March 31, 2015 (Performance Options)</a>	8-K	000-51447	10.3	4/1/2015
10.57*	<a href="#">Expedia Group, Inc. Restricted Stock Unit Agreement between Peter M. Kern and Expedia Group, Inc., dated as of August 17, 2018</a>	10-K	001-37429	10.45	2/8/2019
10.58*	<a href="#">Form Expedia, Inc. Stock Option Agreement</a>	10-K	001-37429	10.46	2/8/2019
10.59*	<a href="#">Form Expedia Group, Inc. Stock Option Agreement</a>	10-Q	001-37429	10.2	5/3/2019
10.60*	<a href="#">Form Expedia Group, Inc. Restricted Stock Unit Agreement</a>	10-Q	001-37429	10.3	5/3/2019
10.61*	<a href="#">Expedia Group, Inc. Restricted Stock Unit Agreement between Peter M. Kern and Expedia Group, Inc., dated as of March 7, 2019</a>	10-Q	001-37429	10.4	5/3/2019
10.62*+	<a href="#">Employment Agreement between Eric Hart and Expedia Group, Inc., effective November 1, 2019</a>				
10.63	<a href="#">Amendment No. 1, dated as of April 10, 2020, to the Second Amended and Restated Governance Agreement between Expedia Group, Inc. and Bary Diller</a>	8-K	001-37429	10.1	4/10/2020
10.64	<a href="#">Form of Expedia Group, Inc. 2020 Restricted Stock Unit Agreement</a>				X
10.65	<a href="#">Form of Expedia Group, Inc. 2020 Performance Stock Unit Agreement</a>				X
21+	<a href="#">Subsidiaries of the Registrant</a>				
23.1+	<a href="#">Consent of Independent Registered Public Accounting Firm</a>				

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31.1+	<a href="#">Certifications of the Chairman and Senior Executive Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	
31.2+	<a href="#">Certification of the Vice Chairman (Co-Principal Executive Officer) Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	
31.3+	<a href="#">Certification of the Acting Chief Financial Officer (Principal Financial Officer) pursuant Section 302 of the Sarbanes-Oxley Act of 2002</a>	
31.4	<a href="#">Certifications of the Chairman and Senior Executive Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X
31.5	<a href="#">Certification of the Vice Chairman and Chief Executive Officer (Principal Executive Officer) Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X
31.6	<a href="#">Certification of the Chief Financial Officer (Principal Financial Officer) Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X
32.1***+	<a href="#">Certification of the Chairman and Senior Executive pursuant Section 906 of the Sarbanes-Oxley Act of 2002</a>	
32.2***+	<a href="#">Certification of the Vice Chairman (Co-Principal Executive Officer) pursuant Section 906 of the Sarbanes-Oxley Act of 2002</a>	
32.3***+	<a href="#">Certification of the Acting Chief Financial Officer (Principal Financial Officer) pursuant Section 906 of the Sarbanes-Oxley Act of 2002</a>	
101.INS+	Inline XBRL Instance Document-the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document	
101.SCH+	Inline XBRL Taxonomy Extension Schema	
101.CAL+	Inline XBRL Taxonomy Extension Calculation Linkbase	
101.DEF+	Inline XBRL Taxonomy Extension Definition Linkbase	
101.LAB+	Inline XBRL Taxonomy Extension Label Linkbase	
101.PRE+	Inline XBRL Taxonomy Extension Presentation Linkbase	
104.1+	Cover page formatted as Inline XBRL and contained in Exhibit 101	
104.2	Cover Page formatted as Inline XBRL to Amendment No. 1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 embedded within the Inline XBRL document.	X
*	Indicates a management contract or compensatory plan or arrangement.	
*†	Indicates reference to filing of Liberty Expedia Holdings, Inc.	
*^	Indicates reference to filing of Qurate Retail, Inc.	
***	Furnished herewith	
+	Previously filed or furnished with the Company's Annual Report on Form 10-K, filed February 14, 2020.	

**Signatures**

Pursuant to the requirements of the Section 13 or 15(d) Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Expedia Group, Inc.

By: /s/ PETER M. KERN

Peter M. Kern

Vice Chairman and Chief Executive Officer

April 29, 2020

## EXPEDIA GROUP, INC. RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT, including any additional terms and conditions set forth in any appendix for the Participant's country (the "**Appendix**" and, together, this "**Agreement**"), dated as of the Award Date, is concluded by and between Expedia Group, Inc., a U.S. Delaware corporation (the "**Corporation**"), and the undersigned employee of the Corporation, Affiliate or Subsidiary (the "**Participant**").

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Corporation's Fourth Amended and Restated 2005 Stock and Annual Incentive Plan (as amended from time to time, the "**Plan**"). Reference is made to the Summary of Award, which may be found on the Morgan Stanley *StockPlan Connect* website at [www.stockplanconnect.com](http://www.stockplanconnect.com) (or any successor system selected by the Corporation).

### 1. Award, Vesting and Settlement of Restricted Stock Units

(a) Subject to the terms and conditions of the Summary of Award, this Agreement and the Plan, the Corporation hereby grants the Restricted Stock Units to the Participant pursuant to Section 7 of the Plan. The Summary of Award sets forth the number of Restricted Stock Units granted to the Participant by the Corporation and the Award Date (among other information).

(b) Subject to the terms and conditions of the Summary of Award, this Agreement and the Plan, and the Participant's continuous employment by the Corporation or one of its Subsidiaries or Affiliates, or the Participant's continuous provision of services to the Corporation or one of its Subsidiaries or Affiliates, the Restricted Stock Units shall vest as described in the Summary of Award. To the extent Restricted Stock Units have vested, they shall no longer be subject to any restriction following such vesting (such period during which restrictions apply is the "**Restriction Period**").

(c) As soon as practicable after any Restricted Stock Units have vested (but, in no event later than March 15 of the calendar year following the end of the calendar year in which the Restricted Stock Units vest), such Restricted Stock Units shall be settled. Subject to Section 6 herein (pertaining to the withholding of taxes), for each Restricted Stock Unit settled pursuant to this Section, the Corporation shall issue one Share for each vested Restricted Stock Unit (either by delivering one or more certificates for such Shares or by entering such Shares in book entry form, as determined by the Committee in its discretion). Notwithstanding the foregoing, the Corporation shall be entitled to hold the Shares issuable upon settlement of Restricted Stock Units that have vested until the Corporation or the agent selected by the Corporation to manage the Plan under which the Restricted Stock Units have been issued (the "**Agent**") shall have received from the Participant a duly executed Form W-9 or W-8, or such other form required by the tax authorities, as applicable.

### 2. Termination of Employment

(a) Except as otherwise expressly set forth in the Plan or in Section 2(b) below, in the event of the Participant's Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any), the Participant's right to receive the Restricted Stock Unit Award and for it to vest under the Plan, if at all, will cease as of such date of Termination of Employment and any unvested Restricted Stock Units will be forfeited effective as of such date. Upon such Termination of Employment, the Participant shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Participant for the loss of any rights under this Agreement or the Plan.

(b) In the event of the Participant's Termination of Employment due to the Participant's death or Disability, the Restricted Stock Units shall immediately vest in full; provided, however, that the value of the Restricted Stock Units that vest pursuant to this Section 2(b), when combined with the aggregate value of other Awards held by the Participant under the Plan (if any) and subject to vesting upon the Participant's Termination of Employment due to death or Disability (the "**Aggregate Accelerated Award Value**"), may not exceed US \$1,000,000 (the "**Limit**"). If the Participant's Aggregate Accelerated Award Value would exceed the Limit, then the extent to which the Restricted Stock Units vest upon the Participant's Termination of Employment due to the Participant's death or Disability shall be reduced to the extent necessary to ensure that the Limit is not exceeded, and on a proportionate basis with the Participant's other applicable Awards under the Plan (if any). For purposes of determining the Aggregate Accelerated Award Value: (i) the value of the Restricted Stock Units shall be determined as the aggregate Fair Market Value of the Shares subject to the Restricted Stock Units that would vest under this Section 2(b) in the absence of the Limit, as of the date of the Participant's Termination of Employment, and (ii) the value of the Participant's other applicable Awards under the Plan (if any) shall be determined in the manner set forth in the Award Agreements for such other Awards. Any Shares that become issuable pursuant to this Section 2(b) will be delivered to Participant, or in the case of the Participant's death, to the personal representative of the Participant's estate or the person to whom the Restricted Stock Units are transferred by will or the applicable laws of descent and distribution. Such settlement of the Restricted Stock Units will be made pursuant to Section 1(c), or in the case of the Participant's death, within such longer period as may be permitted under Section 409A of the Code.

(c) For purposes of the Restricted Stock Unit Award, the date of Termination of Employment will be the date the Participant is no longer actively providing services to the Corporation or any Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the Participant is no longer actively employed or providing services for purposes of his or her Restricted Stock Unit Award (including whether the Participant may still be considered to be providing services while on a leave of absence).

(d) Notwithstanding the provisions of Section 1(b), if any Restricted Stock Units vest within two years prior to (i) the Participant's Termination of Employment for Cause, or (ii) the Participant's voluntary Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Corporation shall be entitled to recover from the Participant, at any time within two years following such vesting, and the Participant shall pay over to the Corporation on demand, an amount equal to the aggregate Fair Market Value of the Common Stock subject to such vesting.

### **3. Non-Transferability of the Restricted Stock Units**

Except as determined by the Committee, Awards under the Plan are not transferable except by will or by laws of descent and distribution.

### **4. Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, during the Restriction Period, the Participant shall not be entitled to any voting rights, rights to dividends or any other rights of a stockholder with respect to the Restricted Stock Units.

### **5. Adjustment in the Event of Change in Stock; Change in Control**

Upon the occurrence of certain events relating to the Corporation's Common Stock contemplated by Section 3(d) of the Plan, the Committee shall make adjustments in accordance with such Section. Unless otherwise determined by the Committee, in the event of a Change in Control, the provisions of Section 10 of the Plan shall apply.

## 6. Taxes and Withholding

(a) The Participant acknowledges that, regardless of any action taken by the Corporation or, if different, the Subsidiary or Affiliate which employs the Participant or for which the Participant otherwise renders services (the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant (the "**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Corporation or the Employer. The Participant further acknowledges that the Corporation and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Unit Award, including, but not limited to, the grant and vesting of the Restricted Stock Units, the receipt of cash or any dividends and the subsequent sale of the Shares issued at settlement of the Restricted Stock Units; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, the Participant acknowledges that, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Corporation and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Participant agrees to make, prior to any relevant taxable or tax withholding event, as applicable, adequate arrangements satisfactory to the Corporation, and/or the Employer (or former employer) to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Corporation and/or Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all applicable Tax-Related Items by one or a combination of the following:

- i. withholding from the Participant's wages or other cash compensation paid to the Participant by the Corporation or the Employer; or
- ii. withholding from proceeds of the sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Corporation (on the Participant's behalf pursuant to this authorization without further consent), or
- iii. withholding in Shares to be issued upon settlement of the Restricted Stock Units, provided, however, that if the Participant is a Section 16 officer of the Corporation under the Exchange Act, then the Corporation will withhold in Shares upon the relevant tax withholding event, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items will be satisfied by method (1) above.

(c) The Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates in the Participant's country, including maximum rates applicable in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the Participant does not receive a refund of any over-withheld amount from the Corporation or the Employer, the Participant may seek a refund from the applicable tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, the Participant agrees to pay to the Corporation or the Employer any amount of Tax-Related Items that the Corporation or the Employer may be required to withhold as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The

obligations of the Corporation under this Agreement shall be conditioned on compliance by the Participant with this Section 6. The Corporation may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section 6.

## **7. Other Restrictions**

(a) The Participant acknowledges that the Participant is subject to the Corporation's policies regarding compliance with securities laws, including but not limited to its Securities Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, the Participant may be prohibited from selling Shares issued upon vesting of the Restricted Stock Units other than during an open trading window.

(b) The Participant acknowledges that the Participant may be subject to the Corporation's Stock Ownership Policy and/or Incentive Compensation Clawback Policy (as such may be amended from time to time, or any successor policies thereto), applicable to certain senior executives of the Corporation, and the Restricted Stock Units and this Agreement shall constitute good and valuable consideration for such acknowledgment and agreement. Further, the Restricted Stock Units (and any shares of Common Stock issued under this Award or the aggregate Fair Market Value thereof) are subject to recoupment as may be required by applicable law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder and any compensation recovery policy otherwise required by applicable law.

(c) The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and, if different, the Participant's country, the Agent's country and/or the country where Shares are listed, which may affect the Participant's ability to directly or indirectly, for him- or herself or for a third party, accept or otherwise acquire, or sell, attempt to sell or otherwise dispose of, Shares or rights to Shares (*e.g.*, the Restricted Stock Units) under the Plan during such times as the Participant is considered to have "inside information" regarding the Corporation (as defined by the laws or regulations in the applicable jurisdiction) or the trade in Shares or the trade in rights to Shares under the Plan. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before he or she possessed inside information. Furthermore, the Participant could be prohibited from (1) disclosing the inside information to any third party (other than on a "need to know" basis) and (2) "tipping" third parties or otherwise causing them to buy or sell securities; including "third parties" who are fellow employees. Any restrictions under these laws or regulations are separate from and in addition to the restrictions imposed under the Corporation's Securities Trading Policy or other insider trading policy. The Participant further acknowledges that it is the Participant's responsibility to comply with any applicable restrictions and that the Participant should speak to a personal legal advisor on this matter.

(d) Notwithstanding any other terms and conditions of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Corporation shall not be required to deliver any Shares issuable upon vesting of the Restricted Stock Units prior to the completion of any registration or qualification of the Shares under any U.S. or non-U.S. local, state or federal securities, exchange control or other law, or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Corporation shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Corporation is under no obligation to register or qualify the Shares with the Commission or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Corporation shall

have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

## **8. Nature of Award**

In accepting the Restricted Stock Unit Award, the Participant acknowledges that:

- (a) the Plan is established voluntarily by the Corporation, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Corporation at any time, to the extent permitted in the Plan;
- (b) the Award of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of restricted stock units, benefits in lieu of restricted stock units or other Awards, even if restricted stock units have been awarded in the past;
- (c) all decisions with respect to future awards of restricted stock units or other Awards, if any, will be at the sole discretion of the Corporation;
- (d) the Award of the Restricted Stock Units and the Participant's participation in the Plan will not create a right to employment or service or be interpreted as forming or amending an employment or service contract with the Corporation, the Employer or any other Subsidiary or Affiliate and shall not interfere with the ability of the Employer to terminate the Participant's employment or service relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Award of the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) unless otherwise agreed in writing with the Corporation, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or an Affiliate;
- (h) the Award of the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;
- (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award of the Restricted Stock Units resulting from (i) the application of any recoupment as described in Section 7(b) herein or (ii) the Participant's Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any);
- (j) the future value of the Shares subject to the Restricted Stock Units is unknown and cannot be predicted with certainty;
- (k) if the Participant vests in the Restricted Stock Units and acquires Shares, the value of such Shares may increase or decrease in value; and

- (l) neither the Corporation, the Employer nor any other Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between the Participant's local currency (if not the United States dollar) and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Participant pursuant to the vesting of the Restricted Stock Units or the subsequent sale of any Shares acquired upon vesting.

## **9. Notices**

All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by facsimile, overnight courier or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Participant: at the last known address on record at the Corporation.

If to the Corporation:

Expedia Group, Inc.  
1111 Expedia Group Way W  
Seattle, WA 98111  
U.S.A.  
Attention: Chief Legal Officer and Secretary  
Facsimile: +1(425) 679-7251

or to such other address or facsimile number as any party shall have furnished to the other in writing in accordance with this Section 9. Notice and communications shall be effective when actually received by the addressee. Notwithstanding the foregoing, the Participant consents to electronic delivery of documents required to be delivered by the Corporation under the securities laws.

## **10. Effect of Agreement**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Corporation.

## **11. Laws Applicable to Construction; Consent to Jurisdiction**

The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without reference to principles of conflict of laws, as applied to contracts executed in and performed wholly within the State of Delaware. In addition to the terms and conditions set forth in this Agreement, the Restricted Stock Units are subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

Any and all disputes arising under or out of this Agreement, including without limitation any issues involving the enforcement or interpretation of any of the provisions of this Agreement, shall be resolved by the commencement of an appropriate action in the state or federal courts located within the State of Delaware, which shall be the exclusive jurisdiction for the resolution of any such disputes. The Participant hereby agrees and consents to the personal jurisdiction of said courts over the Participant for purposes of the resolution of any and all such disputes.

## **12. Severability**

The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

## **13. Conflicts and Interpretation**

Applicable terms of the Plan are expressly incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any

ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (1) interpret the Plan, (2) prescribe, amend and rescind rules and regulations relating to the Plan and (3) make all other determinations deemed necessary or advisable for the administration of the Plan.

In the event of any (x) conflict between any information posted on the Morgan Stanley Benefit Access System (or successor system) and this Agreement, the Plan and/or the books and records of the Corporation or (y) ambiguity in any information posted on the Morgan Stanley Benefit Access System (or successor system), this Agreement, the Plan and/or the books and records of the Corporation, as applicable, shall control.

#### **14. Amendment; Waiver**

The Corporation may modify, amend or waive the terms of the Restricted Stock Unit Award, prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, Nasdaq or other applicable or stock exchange rules, tax rules or accounting rules. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

#### **15. Headings**

The headings of paragraphs herein are included solely for convenience of reference and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

#### **16. Data Privacy**

*a. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement by and among, as applicable, the Corporation, the Employer and any other Subsidiaries and Affiliates (the "Group") for the purposes described in this Agreement and any other Award materials, including:*

- (1) verifying the Participant's identity and implementing, administering and managing the Participant's participation in the Plan;*
- (2) administration and management of the Plan, including purchase, transfer, disposal or other transactions relating to any Shares acquired under the Plan and all purposes incidental thereto;*
- (3) the archival of documents and records in both electronic and physical form for record keeping purposes;*
- (4) conducting financial reporting and analysis related to the Plan's operations;*
- (5) complying with the Group's policies and procedures;*
- (6) preventing, detecting and investigating crime, including fraud and any form of financial crime, and analyzing and managing other commercial risks;*
- (7) compliance with any applicable rules, laws and regulations, codes of practice or guidelines, including, without limitation, compliance with laws and regulations (local and foreign) which may apply to the Plan, the Group, or to assist in law enforcement and investigations by relevant authorities; and*
- (8) subject to applicable law, any other purposes set out in this Agreement.*

b. *The Participant understands and acknowledges that the Group holds, or may hold, certain personal data about him or her, including, but not limited to, his or her name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all Awards or any other entitlements to Shares or equivalent benefits awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.*

c. *The Participant understands, acknowledges and agrees that Data may be transferred to Morgan Stanley Smith Barney LLC and certain of its affiliated companies ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Corporation in the future, which is assisting the Corporation with the implementation, administration and management of the Plan, that these recipients may be located in the United States, the Participant's country of residence or elsewhere, and that the recipient's country may have different data privacy laws and protections to those of the Participant's country. The Corporation and/or the Employer may also disclose Data to any third party in connection with any actual or prospective restructuring, sale or acquisition of the Corporation, any of its Affiliates or Subsidiaries, or the Employer, or any assets of the Group. In accordance with applicable law, the Corporation may also be required to disclose Data to relevant government regulators or authorities or law enforcement agencies. The Participant authorizes any such recipients (presently or in the future) to receive, collect, possess, use, retain, disclose and transfer Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data to the Agent or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that, if he or she resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, request a list with the names and addresses of any potential recipients of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative.*

d. *The Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's employment or other service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Corporation would not be able to grant restricted stock units or other Awards to the Participant or administer or maintain such Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant may contact the local human resources representative.*

e. *Finally, the Participant agrees, upon request of the Corporation or the Employer, to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Corporation and/or the Employer) that the Corporation and/or the Employer may deem necessary to be obtained from the Participant for the purpose of administering participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. The Participant understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Corporation and/or the Employer.*

(f) *The Group processes the Participant's personal data in accordance with the Expedia Group Global Staff Privacy Notice and for legitimate purposes as described in this Section 16. Such processing activities include data transfer to third parties and countries or jurisdictions outside of where Participant is employed and as necessary for the provision of this Agreement and to comply with applicable laws and legal obligations. The Expedia Group Global Staff Privacy Notice, Expedia Group*

***Record Retention Policy and other applicable Expedia Group policies are available on the Corporation's intranet portal.***

#### **17. Choice of Language**

The Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English as to allow the Participant to understand the terms of this Agreement and any other documents related to the Plan. If the Participant has received this Agreement and/or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version in any way, the English version will control.

#### **18. Electronic Delivery and Acceptance**

(a) The Corporation may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarded under, and participation in, the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an online or electronic system established and maintained by the Agent or Corporation or a third party designated by the Corporation.

(b) Electronic acceptance of this Agreement pursuant to the Corporation's instructions to the Participant (including through an online acceptance process managed by the Agent or Corporation or another third party designated by the Corporation) shall constitute execution of the Agreement by the Participant.

#### **19. Appendix**

Notwithstanding any terms and conditions in this Restricted Stock Unit Agreement, the Restricted Stock Units shall be subject to any additional terms and conditions set forth in any Appendix for the Participant's country. Moreover, if the Participant relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to the Participant, to the extent the Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Restricted Stock Unit Agreement.

#### **20. Imposition of Other Requirements**

The Corporation reserves the right to impose other requirements on the Participant's participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Corporation determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

#### **21. Foreign Asset/Account Reporting Requirements, Exchange Controls.**

The Participant's country may have certain foreign asset and/or account reporting requirements and exchange controls which may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant understands that he or she may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country of residence. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to be aware of and compliant with all such requirements, and that the Participant should consult a personal legal and tax advisor, as applicable, to ensure the Participant's compliance.

## **22. No Advice Regarding Grant**

The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant understands and acknowledges that he or she should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

IN WITNESS WHEREOF, the Corporation's duly authorized representative and the Participant have each executed this Agreement.

**EXPEDIA GROUP, INC.**

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Name: Robert Dzielak  
Title: Chief Legal Officer and Secretary

**PARTICIPANT**

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**APPENDIX  
TO  
EXPEDIA GROUP, INC.  
FOURTH AMENDED AND RESTATED  
2005 STOCK AND ANNUAL INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Restricted Stock Unit Agreement to which this Appendix is attached.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Restricted Stock Units granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the Award Date or is considered a resident of another country for local law purposes, the Corporation shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to the Participant.

***Notifications***

This Appendix also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Participant not rely on the information noted herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant vests in the Restricted Stock Units or sells the Shares issued upon settlement of the Restricted Stock Units.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Corporation is not in a position to assure the Participant of any particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the Award Date, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Participant in the same manner.

## EUROPEAN UNION/EUROPEAN ECONOMIC AREA & UNITED KINGDOM

Data Privacy. For participants working and/or residing in the European Union and/or the European Economic Area or United Kingdom, as determined by the Corporation in its sole discretion, the following provision replaces Section 16 ("Data Privacy") of the Restricted Stock Unit Agreement:

**Controller and Authorized EU Representative.** *The Corporation, with its registered address at 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., is the controller responsible for processing the Participant's Data (as defined below) in connection with this Agreement. The Corporation's representative in the EU is WWTE Travel Ltd., 53 Merrion Square South 101-103, B02, Dublin, Ireland.*

**Data Collection and Usage.** *The Corporation and the Employer will collect, process and use certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all Awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purposes of implementing, administering and managing the Participant's participation in the Plan. The legal basis for the processing of Data by the Corporation and the third-party service providers described below is the necessity of the data processing for the Corporation to perform its contractual obligations under the Plan and the Corporation's legitimate business interest of managing the Plan and generally administering the Participant's Award.*

**International Data Transfers.** *The Corporation is based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Corporation provides appropriate safeguards for protecting Data that it receives in the United States through its adherence to data transfer agreements, containing Standard Contractual Clauses adopted by the EU Commission, entered into between the Corporation and the Employer, or any other applicable affiliate within the European Union or United Kingdom.*

**Data Retention.** *The Corporation will hold and use Data in accordance with the Expedia Group Global Staff Privacy Notice, Expedia Group Record Retention Policy, applicable Expedia Group policies, and legal obligations and laws including those governing tax and securities regulations.*

**Stock Plan Administration Service Providers.** *The Corporation transfers Data to Morgan Stanley Smith Barney LLC and certain of its affiliated companies ("Morgan Stanley"), or a successor, which assists the Corporation with the implementation, administration and management of the Plan. The Participant acknowledges and understands that Morgan Stanley will open an account for the Participant to receive and trade Shares acquired under the Plan and that the Participant will be asked to agree on separate terms and data processing practices with Morgan Stanley, with such agreement being a condition to the ability to participate in the Plan.*

**Data Subject Rights.** *The Participant may have a number of rights under data privacy laws in the Participant's jurisdiction and as described in the Expedia Group Global Staff Privacy Notice. To receive clarification regarding these rights or to exercise these rights, the Participant can contact his or her local human resources representative.*

**Alternative Basis for Data Processing/Transfer.** *The Participant understands that in the future, the Corporation may rely on a different legal basis for the processing and/or transfer of Data and/or request that the Participant provide a data privacy consent or other similar form as appropriate and under applicable laws. If, at that time, consent is deemed necessary by the Corporation and/or the Participant's employer for provision of the Plan to the Participant, and the Participant does not consent, the Participant will not be able to participate in the Plan.*

*The Expedia Group Global Staff Privacy Notice, Expedia Group Record Retention Policy and other applicable Expedia Group policies are available on the Corporation's intranet portal.*

## **ARGENTINA**

### ***Terms and Conditions***

**Nature of Award.** This provision supplements Section 8 ("Nature of Award") of the Restricted Stock Unit Agreement:

In accepting the Restricted Stock Units, the Participant acknowledges and agrees that the Restricted Stock Unit Award is granted by the Corporation (not the Employer) in its sole discretion and that the value of the Restricted Stock Units or any Shares acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth-month salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for purposes of calculating any termination or severance indemnities under Argentine labor law, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on an annual basis.

### ***Notifications***

**Securities Law Notification.** Neither the Restricted Stock Units nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores, "CNV"*). Neither this nor any other offering material related to the Restricted Stock Units nor the underlying Shares may be utilized in connection with any general offering to the public in Argentina. Argentine residents who acquire Shares under the Plan do so according to the terms of a private offering made from outside Argentina.

**Exchange Control Notification.** Exchange control regulations in Argentina are subject to frequent change. It is the Participant's responsibility to comply with any and all Argentine currency exchange restrictions, approvals, and reporting requirements in connection with the Restricted Stock Units. The Participant should consult with a personal legal advisor to ensure compliance with the applicable requirements.

**Foreign Asset/Account Reporting Notification.** If the Participant is an Argentine tax resident, the Participant must report any Shares acquired under the Plan and held by the Participant on December 31 of each year on his or her annual tax return for that year. The Participant should consult a personal legal advisor to ensure compliance with the applicable requirements.

## **AUSTRALIA**

### ***Terms and Conditions***

**Australia Offer Document.** The offer of the Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, Australian Securities & Investments Commission ("**ASIC**") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer

Document for the offer of Restricted Stock Units to Australian Resident Participants, which will be provided to the Participant with this Agreement.

### ***Notifications***

**Tax Notification.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

**Exchange Control Notification.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Participant.

## **AUSTRIA**

### ***Notifications***

**Exchange Control Notification.** If the Participant holds Shares acquired under the Plan outside of Austria, he or she may be required to submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not meet or exceed € 30 million or as of December 31 does not meet or exceed € 5 million. If the former threshold is exceeded, quarterly reporting obligations are imposed, whereas if the latter threshold is exceeded, annual reporting obligations are imposed. The deadline for filing the quarterly report is the 15th of the month following the respective quarter. The deadline for filing the annual report is January 31 of the following year.

When the Participant sells Shares acquired under the Plan or receives a cash dividend, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all of the Participant's cash accounts abroad exceeds € 10 million, the movements and balances of all accounts (as of the last day of the month) must be reported monthly by the 15th day of the following month, on a prescribed form. If the transaction value of all cash accounts abroad is less than € 10 million, no reporting requirements apply.

## **BELGIUM**

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** Belgian residents are required to report any securities held (including Shares) or bank accounts opened outside Belgium in their annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the National Bank of Belgium website.

**Stock Exchange Tax Notification.** A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax likely will not apply when the Restricted Stock Units vest, but likely will apply when Shares are sold. The Participant should consult with a personal tax or financial advisor for additional details on the Participant's obligations with respect to the stock exchange tax.

## **BRAZIL**

### ***Terms and Conditions***

**Compliance with the Law.** By accepting the Restricted Stock Units, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable Tax-Related Items.

Nature of Award. This provision supplements Section 8 ("Nature of Award") of the Restricted Stock Unit Agreement:

By accepting the Restricted Stock Units, the Participant agrees that (i) the Participant is making an investment decision and (ii) the value of the underlying Shares is not fixed and may increase or decrease over the vesting and holding periods without compensation to the Participant.

Further, the Participant acknowledges and agrees that, for all legal purposes, (i) any benefits provided to the Participant under the Plan are unrelated to his or her employment or service; (ii) the Plan is not a part of the terms and conditions of the Participant's employment or service; and (iii) the income from the Participant's participation in the Plan, if any, is not part of his or her remuneration from employment or service.

### ***Notifications***

Exchange Control Notification. The Participant may be required to submit a declaration of assets and rights held outside Brazil to the Central Bank of Brazil. If the aggregate value of such assets and rights exceeds US\$100,000, the declaration is required on an annual basis. If the aggregate value of such assets and rights exceeds US\$100,000,000, the declaration is required on a quarterly basis. Assets and rights that must be reported include Shares acquired under the Plan. This requirement and the applicable thresholds are subject to change on an annual basis.

Tax on Financial Transaction (IOF). Payments to foreign countries and the repatriation of funds into Brazil and the conversion between the Brazilian Real and the United States Dollar associated with such fund transfers may be subject to the IOF (*i.e.*, tax on financial transactions). The Participant is solely responsible for complying with any applicable IOF arising from the Participant's participation in the Plan. The Participant should consult with a personal tax advisor for additional details.

## **BULGARIA**

### ***Notifications***

Exchange Control Notification. Bulgarian residents are required to file statistical forms with the Bulgarian National Bank annually regarding receivables in their foreign bank accounts as well as securities held abroad (*e.g.*, Shares acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year-end. The reports are due by March 31. The Participant should consult his or her personal legal advisor to ensure compliance with applicable requirements.

## **CANADA**

### ***Terms and Conditions***

Settlement of Restricted Stock Units. Notwithstanding any discretion in the Plan, the Restricted Stock Units shall be settled only in Shares. The Participant shall not be entitled to receive a cash payment upon vesting of the Restricted Stock Units.

Termination of Employment. The following provision supplements Section 2 ("Termination of Employment") of the Restricted Stock Unit Agreement:

The Participant's Termination of Employment (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any) will be deemed to have occurred as of the earliest of: (a) the date that the Participant's employment or service relationship with the Corporation or any of its Subsidiaries or Affiliates is terminated; (b) the

date that the Participant receives notice of termination of the Participant's employment or service relationship; and (c) the date that the Participant is no longer actively providing services to the Corporation or any of its Subsidiaries or Affiliates, regardless of any notice period or period of pay in lieu of such notice required under applicable employment law in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment agreement, if any. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of such statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

*The following provisions apply to residents of Quebec:*

Data Privacy. The following provision supplements Section 16 ("Data Privacy") of the Restricted Stock Unit Agreement:

The Participant hereby authorizes the Corporation and the Corporation's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Participant further authorizes the Corporation, any Subsidiary or Affiliate, the Committee, and the Agent to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Participant's employee file.

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Consentement Relatif à la Langue. Les parties reconnaissent avoir expressément souhaité que la convention «Agreement» ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

### **Notifications**

Securities Law Notification. Shares acquired under the Plan may not be sold or otherwise disposed of within Canada. The Participant may sell the Shares acquired under the Plan only through Morgan Stanley or such other stock plan service provider selected by the Corporation in the future, provided the sale of Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are traded. The Shares are currently traded on the Nasdaq Global Select Market.

Foreign Asset/Account Reporting Notification. Specified foreign property, including shares and rights to receive shares (*e.g.*, stock options, restricted stock units) of a non-Canadian company held by a Canadian resident must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, the Restricted Stock Units must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other specified foreign property held by the Participant. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if the Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The Participant should consult a personal tax advisor to ensure compliance with applicable reporting obligations.

## **CHILE**

### **Notifications**

Securities Law Notification. The offer of Restricted Stock Units constitutes a private offering of securities in Chile effective as of the Award Date. This offer of Restricted Stock Units is made subject to general ruling N° 336 of the Chilean Commission for the Financial Market ("**CMF**"). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the Restricted Stock Units are not registered in Chile, the Corporation is not required to provide public information about the Restricted Stock Units or the Shares in Chile. Unless the Restricted Stock Units and/or the Shares are registered with the CMF, a public offering of such securities cannot be made in Chile.

Información Bajo la Ley de Mercado de Valores. Esta oferta de Unidades de Acciones Restringidas constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Unidades de Acciones Restringidas se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado ("**CMF**"). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse los Unidades de Acciones Restringidas no registrados en Chile, no existe obligación por parte de la Corporación de entregar en Chile información pública respecto de los Unidades de Acciones Restringidas or sus Acciones. Estos Valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.

Exchange Control and Tax Notification. The Participant is not required to repatriate proceeds obtained from the sale of Shares or from dividends to Chile; however, if the Participant decides to repatriate proceeds from the sale of Shares and/or dividends and the amount of the proceeds to be repatriated exceeds US\$10,000, the Participant must effect such repatriation through the Formal Exchange Market (*i.e.*, a commercial bank or registered foreign exchange office). In such case, the Participant must report the payment to the commercial bank or registered foreign exchange office receiving the funds.

Further, if the value of the Participant's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the value of Shares acquired under the Plan), the Participant must report the status of such investments annually to the Central Bank using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

Foreign Asset/Account Reporting Notification. Chilean taxpayers are required to inform the Chilean Internal Revenue Service (the "**CIRS**") annually of (i) the results of investments held abroad, and (ii) any taxes paid abroad which will be used as credit against Chilean income tax. The Form 1929 disclosing this information must be submitted electronically through the CIRS website before June 30 of each year: [www.sii.cl](http://www.sii.cl). Chilean taxpayers who fail to meet these requirements may be ineligible to receive certain foreign tax credits.

## CHINA

### **Terms and Conditions**

*The following provision shall apply to the Participant if the Participant is subject to exchange control restrictions in the People's Republic of China ("**PRC**"), as determined by the Corporation in its sole discretion.*

Settlement of Restricted Stock Units. Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due to exchange control regulations in the PRC, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive through local payroll a cash payment equal to the fair market

value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **COLOMBIA**

### ***Terms and Conditions***

**Labor Law Acknowledgement.** This provision supplements the acknowledgement contained in Section 8 ("Nature of Award") of the Restricted Stock Unit Agreement:

Pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, the Restricted Stock Units and related benefits will not be included and/or considered for purposes of calculating any labor benefits, including legal/fringe benefits, vacations, indemnities and/or any other labor-related amount which may be payable.

### ***Notifications***

**Securities Law Notification.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities or promoting financial products in Colombia.

**Exchange Control Notification.** Investments in assets located outside of Colombia (including the Shares) are subject to registration with the Central Bank (*Banco de la República*) as a foreign investment held abroad, regardless of value. Further, upon the sale of any Shares that have been registered with the Central Bank, the registration must be cancelled by March 31 of the year following the sale. The Participant may be subject to fines for failing to cancel such registration.

**Foreign Asset/Account Reporting Notification.** An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described in detail, including the jurisdiction in which it is located, its nature and its value.

## **COSTA RICA**

There are no country-specific provisions.

## **CROATIA**

### ***Notifications***

**Exchange Control Notification.** Croatian residents may be required to report foreign investments (including Shares acquired under the Plan) to the Croatian National Bank for statistical purposes and must obtain the prior approval of the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Participant should consult a personal legal advisor to ensure compliance with current regulations. It is the Participant's responsibility to comply with Croatian exchange control laws.

## **CZECH REPUBLIC**

### ***Notifications***

Exchange Control Notification. The Czech National Bank (the "**CNB**") may request that the Participant fulfill certain reporting requirements in relation to the Restricted Stock Units and the Shares acquired under the Plan. Even in the absence of a request from the CNB the Participant may need to report foreign direct investments with an aggregate value of CZK 2,500,000 or more or other foreign financial assets with a value of CZK 200,000,000 or more. Because exchange control regulations change frequently and without notice, the Participant should consult with a personal legal advisor before selling Shares, to ensure compliance with current regulations. It is solely the Participant's responsibility to comply with any Czech exchange control laws.

## **DENMARK**

### ***Terms and Conditions***

Nature of Award. This provision supplements Section 8 ("Nature of Award") of the Restricted Stock Unit Agreement:

By accepting the Restricted Stock Units, the Participant acknowledges, understands and agrees that they relate to future services to be performed and are not a bonus or compensation for past services.

Stock Option Act. By participating in the Plan, the Participant acknowledges having received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act (the "**Act**"). The Act applies only to "employees" as that term is defined in Section 2 of the Act. If the Participant is a member of the registered management of a Subsidiary or Affiliate in Denmark or otherwise does not satisfy the definition of employee, the Participant is not subject to the Act and the Employer Statement will not apply to the Participant.

### ***Notification***

Foreign Asset/Account Reporting Notification. Foreign bank and brokerage accounts and deposits and shares held in such accounts must be reported on the annual tax return under the section on foreign affairs and income.

## **DOMINICAN REPUBLIC**

There are no country-specific provisions.

## **EGYPT**

### ***Notifications***

Exchange Control Notification. If the Participant transfers funds into Egypt in connection with the Restricted Stock Units, the transfer must be done through a registered bank in Egypt.

## **FINLAND**

There are no country-specific provisions.

## **FRANCE**

### ***Terms and Conditions***

Nature of Award. The Restricted Stock Units are not intended to qualify for special tax and social security treatment applicable to Restricted Stock Units granted under Section L.225-197-1 to L.225-197-6 of the French Commercial Code, as amended.

**Language Consent.** By accepting the grant of the Restricted Stock Units, the Participant confirms having read and understood the documents related to the grant (the Agreement and the Plan), which were provided in the English language. The Participant accepts the terms of those documents accordingly.

**Consentement Relatif à la Langue.** En acceptant l'attribution des Droits (« Restricted Stock Units »), le Participant confirme avoir lu et compris les documents relatifs à l'attribution (le Contrat et le Plan), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en connaissance de cause.

#### *Notifications*

**Foreign Asset/Account Reporting Notification.** French residents must declare all foreign accounts, whether open, current, or closed, in their income tax returns. The Participant should consult with a personal tax advisor to ensure compliance with applicable reporting obligations.

### **GERMANY**

#### *Notifications*

**Exchange Control Notification.** Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*). If the Participant is a German resident and receives a payment in excess of this amount in connection with participation in the Plan, the Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via the Bundesbank website (WWW.BUNDESBANK.DE).

### **GREECE**

There are no country-specific provisions.

### **HONG KONG**

#### *Terms and Conditions*

**Settlement of Restricted Stock Units.** Notwithstanding any discretion in the Plan, the Restricted Stock Units shall be settled only in Shares. The Participant shall not be entitled to receive a cash payment upon vesting of the Restricted Stock Units.

**Restriction on Sale of Shares.** To the extent the Restricted Stock Units vest within six months of the Award Date, the Participant may not dispose of the Shares issued upon settlement of the Restricted Stock Units, or otherwise offer the Shares to the public, prior to the six-month anniversary of the Award Date. Any Shares issued upon settlement of the Restricted Stock Units are accepted as a personal investment.

#### *Notifications*

**SECURITIES WARNING:** *The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this Agreement, the Plan or any Plan prospectus, the Participant should obtain independent professional advice. The Restricted Stock Units and any Shares issued thereunder do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Corporation, Subsidiaries or Affiliates. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Restricted Stock Units and any documentation*

related thereto are intended solely for the personal use of each employee of the Corporation, a Subsidiary or an Affiliate and may not be distributed to any other person.

## **HUNGARY**

There are no country-specific provisions.

## **ICELAND**

### ***Notifications***

**Exchange Control Notification.** The Participant should consult with his or her personal advisor to ensure compliance with any applicable exchange control laws and regulations in Iceland, as such regulations are subject to frequent change. The Participant is responsible for ensuring compliance with all exchange control laws and regulations in Iceland.

## **INDIA**

### ***Notifications***

**Exchange Control Notification.** Exchange control laws and regulations in India require that all proceeds resulting from the sale of Shares and the receipt of any dividends in relation to the Shares be repatriated to India and converted into local currency within such time as prescribed under applicable Indian exchange control laws, as may be amended from time to time. Indian residents must obtain a foreign inward remittance certificate ("**FIRC**") from the bank into which foreign currency is deposited and retain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer or Corporation requests proof of repatriation.

**Foreign Asset/Account Reporting Notification.** Foreign bank accounts and any foreign financial assets (including Shares held outside India) must be reported in the annual Indian personal tax return. It is the Participant's responsibility to comply with this reporting obligation and the Participant should consult his or her personal advisor in this regard.

## **INDONESIA**

### ***Terms and Conditions***

**Language Consent.** A translation of the documents relating to the Award (*i.e.*, the Plan and the Agreement) in Bahasa Indonesia can be provided to the Participant upon request to ***Expedia Group Stock Team, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., or via email at [Stock@expedia.com](mailto:Stock@expedia.com)***. By accepting the Award, the Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Persetujuan dan Pemberitahuan Bahasa.** *Terjemahan dari dokumen-dokumen terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian) ke dalam Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada **Expedia Group Stock Team, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A. or via email at [Stock@expedia.com](mailto:Stock@expedia.com)**. Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-*

*Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).*

### ***Notifications***

Exchange Control Notification. Indonesian residents must provide the Indonesian central bank (Bank Indonesia) with information on foreign exchange activities. The reporting must be completed online through Bank Indonesia's website, no later than the 15th day of the month following the month in which the foreign exchange activity took place. If the Participant remits proceeds from the sale of Shares or from cash dividends paid or such Shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, the Participant must complete a "Transfer Report Form." The Transfer Report Form will be provided to the Participant by the bank through which the transaction is made.

## **IRELAND**

There are no country-specific provisions.

## **ITALY**

### ***Terms and Conditions***

Plan Document Acknowledgment. In accepting the Restricted Stock Units, the Participant acknowledges a copy of the Plan was made available to the Participant, and that the Participant has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan, and the Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provision in the Restricted Stock Unit Agreement: Section 1 ("Award, Vesting and Settlement of Restricted Stock Units"); Section 2 ("Termination of Employment"); Section 6 ("Taxes and Withholding"); Section 8 ("Nature of Award"); Section 20 ("Imposition of Other Requirements"); and the Data Privacy provision in the European Union section of this Appendix.

### ***Notifications***

Foreign Asset/Account Reporting Notification. If the Participant holds investments abroad or foreign financial assets (*e.g.*, cash, Shares, Restricted Stock Units) that may generate income taxable in Italy, the Participant must report them on his or her annual tax return or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply if the Participant is a beneficial owner of the investments, even if he or she does not directly hold investments abroad or foreign assets.

Foreign Financial Asset Tax Notification. The value of any Shares (and certain other foreign assets) an Italian resident holds outside Italy may be subject to a foreign financial assets tax. The taxable amount is equal to the fair market value of the Shares on December 31 or on the last day the Shares were held (the tax is levied in proportion to the number of days the Shares were held over the calendar year). The value of financial assets held abroad must be reported in Form RM of the annual tax return. The Participant should consult a personal tax advisor for additional information about the foreign financial assets tax.

## JAPAN

### **Notifications**

**Foreign Asset/Account Reporting Notification.** Details of any assets held outside Japan (including Shares acquired under the Plan) as of December 31 of each year must be reported to the tax authorities on an annual basis, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report is due by March 15 each year. The Participant should consult a personal tax advisor to determine if the reporting obligation applies to the Participant and whether the Participant will be required to include details of the Participant's outstanding Restricted Stock Units or Shares in the report.

## JORDAN

There are no country-specific provisions.

## LATVIA

There are no country-specific provisions.

## MALAYSIA

### **Terms and Conditions**

**Data Privacy.** This provision replaces in its entirety Section 16 ("Data Privacy") of the Restricted Stock Unit Agreement:

***The Participant hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data described herein and any other Plan grant materials by and among, as applicable, the Employer, the Corporation and any Subsidiary or Affiliate in the implementation, administration and management of the Participant's participation in the Plan.***

***The Participant may have previously provided the Corporation and the Employer with, and the Corporation and the Employer may hold, certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, the fact and conditions of the Participant's participation in the Plan, details of all Restricted Stock Units or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding in his or her favor ("Data"), for the purpose of implementing, administering and managing the Plan.***

***The Participant also authorizes any transfer of Data, as may be required, to Morgan Stanley or such stock plan service provider as may be designated by the Corporation in the future, which is assisting the Corporation with the implementation, administration and management of the Plan and/or with whom any Shares acquired upon settlement of the Restricted Stock Units are deposited (the "Designated Broker"). The Corporation and/or the Employer also may disclose Data to any third party in connection with any actual or prospective restructuring, sale or acquisition of the Corporation, any of its Affiliates or Subsidiaries, or the Employer (collectively, the "Group"), or any assets of the Group. The Participant acknowledges that these recipients may be located in his or her country or elsewhere, and that the recipient's country may have different data privacy laws and protections than his or her country, which may not give the same level of protection to Data. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting the Participant's local human resources representative. The Participant authorizes the Corporation, the Designated Broker and any other possible recipients which may assist***

*the Corporation (presently or in the future) with implementing, administering and managing the Participant's participation in the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data to the Agent or other third party with whom the Participant may elect to deposit any Shares acquired upon settlement of the Restricted Stock Units. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case, without cost, by contacting in writing Expedia Group, Inc., c/o the Expedia Group Stock Team, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., or via email at [Stock@expedia.com](mailto:Stock@expedia.com). Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing his or her consent is that the Corporation would not be able to grant future Restricted Stock Units or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact his or her local human resources representative.*

Privasi Data. Peruntukan ini menggantikan Seksyen 16 ("Privasi Data") Perjanjian Unit Saham Terbatas secara keseluruhannya:

*Peserta dengan ini secara eksplisit, secara sukarela dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang dinyatakan di sini dan apa-apa bahan geran Pelan oleh dan diantara, seperti mana yang terpakai, Majikan, Syarikat dan Anak-Anak Syarikatnya atau Syarikat Sekutu dalam pelaksanaan, pentadbiran dan pengurusan penyertaan Peserta dalam Pelan.*

*Sebelum ini, Peserta mungkin telah membekalkan Syarikat dan Majikan dengan, dan Syarikat dan Majikan mungkin memegang, maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor pasport atau pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa Syer atau jawatan pengarah yang dipegang dalam Syarikat, fakta dan syarat-syarat penyertaan Peserta dalam Pelan, butir-butir semua Unit Saham Terbatas atau apa-apa hak lain untuk Syer yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedahnya ("Data"), untuk tujuan melaksanakan, mentadbir dan menguruskan Pelan.*

*Peserta juga memberi kuasa untuk membuat apa-apa pemindahan Data, sebagaimana yang diperlukan, kepada Morgan Stanley atau pembekal perkhidmatan pelan saham sebagaimana yang ditetapkan oleh Syarikat pada masa depan, yang membantu Syarikat dalam pelaksanaan, pentadbiran dan pengurusan Pelan dan/atau dengan sesiapa Syer yang diperolehi semasa pelaksanaan Unit Saham Terbatas didepositkanyang didepositkan ("Broker yang Ditetapkan"). Syarikat dan/atau Majikan juga boleh mendedahkan Data kepada mana-mana pihak ketiga berkaitan dengan penyusunan semula syarikat sekarang atau pada masa hadapan, jualan atau pembelian Syarikat, mana-mana Syarikat Sekutunya atau Anak-anak Syarikat, atau Majikan (secara kolektif "Kumpulan"), atau mana-mana aset Kumpulan. Peserta mengakui bahawa penerima-penerima ini mungkin berada di negaranya atau di tempat lain, dan bahawa negara penerima mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza dengan negara Peserta, yang mungkin*

*tidak boleh memberi tahap perlindungan yang sama kepada Data. Peserta faham bahawa dia boleh meminta senarai nama dan alamat mana-mana penerima Data dengan menghubungi wakil sumber manusia tempatan Peserta. Peserta memberi kuasa kepada Syarikat, Broker yang Ditetapkan dan mana-mana penerima lain yang mungkin membantu Syarikat (masa sekarang atau pada masa depan) untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaannya dalam Pelan. Peserta faham bahawa Data akan dipegang hanya untuk tempoh yang diperlukan untuk melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan, termasuk apa-apa pemindahan data yang diperlukan kepada Wakil atau pihak ketiga yang lain dengan sesiapa yang Peserta pilih untuk deposit apa-apa Saham yang diperolehi selepas pelaksanaan Opsyen Saham. Peserta faham bahawa Peserta boleh, pada bila-bila masa, melihat data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi Expedia Group, Inc., c/oKumpulan Saham Expedia Group, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., atau melalui e-mel di [Stock@expedia.com](mailto:Stock@expedia.com). Selanjutnya, Peserta memahami bahawa Peserta memberikan persetujuan di sini secara sukarela. Jika Peserta tidak bersetuju, atau jika Peserta kemudian membatalkan persetujuannya, status pekerjaan atau perkhidmatan dengan Majikan tidak akan terjejas; terdapat hanya satu akibat jika Peserta tidak bersetuju atau menarik balik persetujuannya iaitu bahawa Syarikat tidak akan dapat memberikan Unit Saham Terbatas pada masa depan atau anugerah ekuiti lain kepada Peserta atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, Peserta faham bahawa keengganan atau penarikan balik persetujuannya boleh menjejaskan keupayaan Peserta untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan untuk memberikan keizinan atau penarikan balik keizinan, Peserta fahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatannya.*

### **Notifications**

**Director Notification Obligation.** If the Participant is director of a Subsidiary or Affiliate in Malaysia, the Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify such Malaysian Subsidiary or Affiliate in writing when the Participant receives or disposes of an interest (e.g., Restricted Stock Units, Shares) in the Corporation or any related company. Such notifications must be made within fourteen days of receiving or disposing of any interest in the Corporation or any related company.

### **MAURITIUS**

There are no country-specific provisions.

### **MEXICO**

### **Terms and Conditions**

**Plan Document Acknowledgement.** By accepting the Restricted Stock Units, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 8 ("Nature of Award") in the Restricted Stock Unit Agreement, which clearly provides as follows:

- (1) The Participant's participation in the Plan does not constitute an acquired right;

- (2) The Plan and the Participant's participation in the Plan are offered by the Corporation on a wholly discretionary basis;
- (3) The Participant's participation in the Plan is voluntary; and
- (4) The Corporation and the Subsidiaries and Affiliates are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the Restricted Stock Units.

**Labor Law Policy and Acknowledgment.** By accepting the Restricted Stock Units, the Participant expressly recognizes that the Corporation, with registered offices at Expedia Group, Inc. 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A, is solely responsible for the administration of the Plan, and that the Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Participant and the Corporation since the Participant is participating in the Plan on a wholly commercial basis and the Employer in Mexico ("**Expedia Mexico**") is his or her sole employer. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the employer, Expedia Mexico, and do not form part of the employment conditions and/or benefits provided by Expedia Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Corporation; therefore, the Corporation reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Corporation for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Corporation, Affiliates, Subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### **Spanish Translation**

#### **Términos y Condiciones**

**Reconocimiento del Documento del Plan.** *Al aceptar las Unidades, el Participante reconoce que ha recibido una copia del Plan y del Acuerdo, que el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 8 ("Naturaleza de la Subvención") del Acuerdo de Acciones Restringidas, que claramente dispone lo siguiente:*

- (1) *La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) *El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) *La participación del Participante en el Plan es voluntaria; y*
- (4) *La Compañía y sus Subsidiarias y Afiliadas no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir las Unidades de Acciones Restringidas.*

**Política Laboral y Reconocimiento.** *Al aceptar las Unidades de Acciones Restringidas, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Expedia Group, Inc., 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un*

marco totalmente comercial y el Empleador ("**Expedia Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Expedia Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Expedia Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna al Participante.

Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga una liberación completa y amplia a la Compañía, Afiliadas, Subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.

## **MOROCCO**

### **Terms and Conditions**

**Settlement of Restricted Stock Units.** Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due to exchange control regulations in Morocco, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **NETHERLANDS**

There are no country-specific provisions.

## **NEW ZEALAND**

### **Notifications**

**Securities Law Notification.** Warning: This is an offer of Restricted Stock Units, which upon vesting in accordance with the terms of the Plan and this Agreement, will be converted into Shares. The Shares give the Participant a stake in the ownership of the Corporation. The Participant may receive a return if dividends are paid on the Shares.

*If the Corporation runs into financial difficulties and is wound up, the Participant will be paid only after all creditors have been paid. The Participant may lose some or all of his or her investment.*

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.*

*The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.*

*The Participant should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.*

In addition, the Participant is hereby notified that the documents listed below are available for review on the Corporation's "Investor Relations" website at <http://ir.expediainc.com/index.cfm>, and through the Participant's online Morgan Stanley account:

- (i) this Agreement, which together with the Plan, sets forth the terms and conditions of participation in the Plan;
- (ii) a copy of the Corporation's most recent annual report (*i.e.*, Form 10-K);
- (iii) a copy of the Corporation's most recent published financial statements;
- (iv) a copy of the Plan; and
- (v) a copy of the Plan Prospectus.

A copy of the above documents will be sent to the Participant free of charge on written request to ***Expedia Group, Inc., c/o Investor Relations, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., U.S.A., or via email at [ir@expedia.com](mailto:ir@expedia.com)***.

As noted above, the Participant is advised to carefully read the materials provided before making a decision whether to participate in the Plan. The Participant also is encouraged to contact a personal tax advisor for specific information concerning the Participant's personal tax situation with regard to Plan participation.

#### **NORWAY**

There are no country-specific provisions.

#### **PHILIPPINES**

#### ***Terms and Conditions***

**Settlement of Restricted Stock Units.** Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due to regulations in the Philippines, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive a cash payment equal to the fair market value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

#### **POLAND**

#### ***Notifications***

**Exchange Control Notification.** Polish residents holding cash and foreign securities (including Shares) in bank or brokerage accounts outside of Poland must report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds PLN 7 million. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. The Participant should consult with a personal legal advisor to determine whether the Participant will be required to submit reports to the National Bank of Poland.

Further, any transfer of funds in excess of €15,000 (or if such transfer of funds is connected with business activity of an entrepreneur, a lower threshold) into or out of Poland must be effected through a bank account in Poland. All documents connected with any foreign exchange transactions must be retained for a period of five years from the end of the year in which the transaction occurred.

## **PORTUGAL**

### ***Terms and Conditions***

**Language Consent.** The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *Pela presente, o Participante declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Agreement em inglês).*

### ***Notifications***

**Exchange Control Notification.** If the Participant holds Shares issued upon settlement of the Restricted Stock Units, the acquisition of Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on Participant's behalf. If the Shares are not deposited with a commercial bank or financial intermediary in Portugal, the Participant is responsible for submitting the report to the Banco de Portugal.

## **PUERTO RICO**

There are no country-specific provisions.

## **RUSSIA**

### ***Terms and Conditions***

**U.S. Transaction.** The Participant understands that the acceptance of the Restricted Stock Units (including through an online acceptance process managed by the Agent or Corporation or another third party designated by the Corporation) results in an agreement between the Participant and the Corporation completed in the United States and that the Agreement is governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

**Securities Law Acknowledgement.** The Participant acknowledges that the Restricted Stock Units, the Agreement, the Plan and all other materials the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The Shares acquired pursuant to the Plan have not and will not be registered in Russia nor admitted for listing on any Russian exchange for trading within Russia, and therefore, neither the Restricted Stock Units nor the Shares may be used for offering or public or private circulation in Russia. The Participant acknowledges that he or she may hold Shares acquired upon settlement of the Restricted Stock Units in the Participant's account with the Corporation's third party broker/administrator in the United States. However, in no event will Shares issued to the Participant under the Plan be delivered to Participant in Russia. Further, the Participant is not permitted to sell or otherwise dispose of Shares directly to other Russian individuals.

**Data Privacy and Transfer.** This provision supplements Section 16 ("Data Privacy") of the Restricted Stock Unit Agreement:

The Participant understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "**Consent**") form to the Corporation. Further, the Participant understands and agrees that if the Participant does not complete and return a Consent to the Corporation, it will not be able to grant Restricted Stock Units or other awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing to complete a Consent or withdrawing his or her Consent may affect the Participant's ability to participate in the Plan.

### ***Notifications***

**Exchange Control Notification.** All restrictions on the payment of funds by non-residents into a Russian resident's declared foreign *brokerage* account, including dividends and proceeds from the sale of Shares, have been abolished as of January 1, 2020. The Participant can receive, hold and remit dividends and proceeds from the sale of Shares acquired under the Plan into and out of his or her brokerage account without any requirement to first repatriate such funds to an authorized bank in Russia. The Participant should be aware that the rules related to foreign *bank* accounts are different and that pursuant to changes effective December 2, 2019 (with retroactive effect to January 1, 2018), certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account will continue to apply where the foreign bank account is located in the U.S. The Participant should contact his or her personal advisor to confirm the application of the exchange control restrictions prior to vesting in the Restricted Stock Units and selling Shares, as significant penalties may apply in the case of non-compliance with the exchange control restrictions and because such exchange control restrictions are subject to change.

**Foreign Asset/Account Reporting Notification.** Russian residents are required to report the opening, closing or change in account details of any foreign bank account to the Russian tax authorities within one month of the opening, closing or change of such account. Russian residents also are required to report to the Russian tax authorities on or before June 1 of the following year (i) the beginning and ending balances in a foreign bank account each year and (ii) transactions related to such a foreign account during the year. From January 1, 2020, foreign brokerage accounts and foreign accounts with other financial institutions (financial market organizations) also must be reported. Certain specific exceptions from the reporting requirements may apply. The Participant should consult with his or her personal legal advisor to determine how these reporting requirements apply to any account opened in connection with the Participant's participation in the Plan.

**Labor Law Notification.** If the Participant continues to hold Shares acquired at settlement of the Restricted Stock Units after an involuntary Termination of Employment, the Participant will not be eligible to receive unemployment benefits in Russia.

**Anti-Corruption Notification.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign companies such as the Corporation). Accordingly, the Participant should inform the Corporation if the Participant is covered by these laws because the Participant may not hold Shares acquired under the Plan.

## **SAUDI ARABIA**

### ***Terms and Conditions***

**Settlement of Restricted Stock Units.** Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due regulatory requirements in Saudi Arabia, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive a cash payment equal to the fair market value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## SINGAPORE

### **Terms and Conditions**

**Restriction on Sale of Shares.** To the extent the Restricted Stock Units vest within six months of the Award Date, the Participant may not dispose of the Shares issued upon settlement of the Restricted Stock Units, or otherwise offer the Shares to the public, prior to the six-month anniversary of the Award Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("**SFA**") and in accordance with the conditions of any other applicable provision of the SFA.

### **Notifications**

**Securities Law Notification.** The Restricted Stock Units are being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA, are exempt from the prospectus and registration requirements under the SFA and are not made with a view to the Restricted Stock Units or the underlying Shares being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Director Notification Requirement.** If the Participant is a director (including an alternate, associate, substitute or shadow director) of a Singapore Subsidiary or Affiliate, the Participant must notify the Singapore Subsidiary or Affiliate in writing within two business days of (i) becoming the registered holder of or acquiring an interest (*e.g.*, Restricted Stock Units, Shares) in the Corporation or any Subsidiary or Affiliate, or becoming a director (as the case may be), or (ii) any change in a previously disclosed interest (*e.g.*, sale of Shares). These notification requirements apply regardless of whether the director is resident of or employed in Singapore.

## SOUTH AFRICA

### **Terms and Conditions**

**Taxes.** The following provision supplements Section 6 ("Taxes and Withholding") of the Restricted Stock Unit Agreement:

By accepting the Restricted Stock Units, the Participant agrees that, immediately upon settlement of the Restricted Stock Units, the Participant will notify the Employer of the amount of any gain realized at vesting. The Participant will be solely responsible for paying any difference between the actual liability for Tax-Related Items and the amount withheld.

**Deemed Acceptance of Restricted Stock Units.** Pursuant to Section 96 of Companies Act 71 of 2008 (the "**Companies Act**"), the Restricted Stock Unit offer must be finalized within six months following the date the offer is communicated to the Participant. If the Participant does not want to accept the Restricted Stock Unit award, the Participant is required to decline the award no later than six months following the date the offer is communicated to the Participant. If the Participant does not reject the Restricted Stock Unit award within six months following the date the offer is communicated to the Participant, the Participant will be deemed to accept the Restricted Stock Units.

### **Notifications**

**Securities Notification.** Neither the Restricted Stock Units nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

**Exchange Control Notification.** Because exchange control regulations are subject to frequent change, sometimes without notice, the Participant should consult his or her personal legal advisor prior to the

settlement of the Restricted Stock Units to ensure compliance with current regulations. The Participant is solely responsible for ensuring compliance with all exchange control laws in South Africa.

## SOUTH KOREA

### ***Notifications***

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during the calendar year.

## SPAIN

### ***Terms and Conditions***

Nature of Award. This provision supplements Section 8 ("Nature of Award") of the Restricted Stock Unit Agreement:

By accepting the Restricted Stock Units, the Participant consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Participant understands that the Corporation has unilaterally, gratuitously and discretionally decided to grant Restricted Stock Units under the Plan to individuals who may be Eligible Individuals throughout the world. This decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Corporation or any of its Subsidiaries or Affiliates other than as expressly set forth in the Agreement. Consequently, the Participant understands that the Restricted Stock Units are granted on the assumption and condition that the Restricted Stock Units and any Shares issued upon vesting of the Restricted Stock Units are not a part of any employment or service contract (either with the Corporation or any of its Subsidiaries or Affiliates) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

Further, the Participant understands and agrees that, unless otherwise expressly provided for by the Corporation or set forth in the Plan or the Agreement, any unvested Restricted Stock Units will be cancelled without entitlement to any Shares underlying the Restricted Stock Units if the Participant's status as an Eligible Individual is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (i.e., subject to a "*despido improcedente*"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985. The Corporation, in its sole discretion, shall determine the date when the Participant's status as an Eligible Individual has terminated for purposes of the Restricted Stock Units.

In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the Restricted Stock Units shall be null and void.

### ***Notifications***

Securities Law Notification. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of Restricted Stock Units under the Plan. Neither the Plan nor the Agreement (which includes this Appendix) have been nor will be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and they do not constitute a public offering prospectus.

**Foreign Asset/Account Reporting Notification.** Rights or assets held outside of Spain (e.g., Shares or cash held in a foreign bank or brokerage account) with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31, must be reported on an annual tax return. After such rights and/or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. For purposes of this requirement, shares of Common Stock acquired under the Plan or other equity programs offered by the Corporation constitute assets, but unvested rights (e.g., Restricted Stock Units, etc.) are not considered assets or rights.

**Share Reporting Requirement.** The acquisition, ownership and disposition of shares in a foreign company (including Shares acquired under the Plan) must be declared for statistical purposes to the *Direccion General de Comercio e Inversiones* (the "**DGCI**"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be filed in January for Shares owned as of December 31 of each year; however, if the value of the Shares acquired or the amount of the sale proceeds exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable. The Participant should consult with his or her personal advisor to determine his or her obligations in this respect.

**Foreign Assets and Transaction Reporting.** Any foreign accounts (including brokerage accounts held abroad), any foreign instruments (e.g., Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to the Participant by the Corporation or a U.S. broker), may need to be declared electronically to the Bank of Spain if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1,000,000. Once the €1,000,000 threshold has been surpassed in either respect, the Participant will generally be required to report all of his or her foreign accounts, foreign instruments and transactions with non-Spanish residents, even if the relevant threshold has not been crossed for an individual item. The Participant will generally only be required to report on an annual basis (by January 20 of each year); however, if the balances in the Participant's foreign accounts together with value of his or her foreign instruments or the volume of transactions with non-Spanish residents exceed €100,000,000, more frequent reporting will be required.

## **SRI LANKA**

### ***Terms and Conditions***

**Settlement of Restricted Stock Units.** Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due to exchange control regulations in Sri Lanka, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **SWEDEN**

### ***Terms and Conditions***

**Taxes and Withholding.** The following provision supplements Section 6 ("Taxes and Withholding") of the Restricted Stock Unit Agreement:

Without limiting the Corporation's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 6 of the Restricted Stock Unit Agreement, in accepting the grant of the Restricted Stock Units, the Participant authorizes the Corporation and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Participant upon vesting and settlement of

the Restricted Stock Units in order to satisfy Tax-Related Items, regardless of whether the Corporation and/or the Employer has an obligation to withhold such Tax-Related Items.

## SWITZERLAND

### *Notifications*

Securities Law Notification. Neither this document nor any other materials relating to the Restricted Stock Units (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("**FinSA**") (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Corporation or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority FINMA.

## TAIWAN

### *Notifications*

Securities Law Notification. The offer of participation in the Plan is available only for employees of the Corporation and its Subsidiaries and Affiliates. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Notification. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of Shares the receipt of dividend equivalents and the receipt of any dividends paid on such Shares) into Taiwan up to US\$5,000,000 per year without justification. If the transaction amount is TWD\$500,000 or more in a single transaction, a Foreign Exchange Transaction Form must be submitted, along with supporting documentation, to the satisfaction of the remitting bank. The Participant should consult a personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## THAILAND

### *Notifications*

Exchange Control Notification. Thai residents realizing US\$200,000 or more of cash proceeds in a single transaction from the sale of Shares, from the receipt of dividend equivalents or from dividends paid on such Shares must immediately repatriate all cash proceeds to Thailand and convert such proceeds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The inward remittance must also be reported to the Bank of Thailand on a foreign exchange transaction form. Failure to comply with these obligations may result in penalties assessed by the Bank of Thailand. The Participant should consult a personal advisor prior to taking any action with respect to the remittance of proceeds into Thailand. The Participant is responsible for ensuring compliance with all exchange control laws in Thailand.

## TURKEY

### *Notifications*

Securities Law Notification. Restricted Stock Units are made available only to employees of the Corporation and its Subsidiaries and Affiliates, and the offer of participation in the Plan is a private offering. The grant of Restricted Stock Units and issuances of Shares takes place outside of Turkey. Further, the sale of Shares acquired under the Plan must occur outside of Turkey. The Shares are currently traded on the Nasdaq Global Select Market in the United States and Shares may be sold on this exchange.

Exchange Control Notification. Pursuant to Decree No. 32 on the Protection of the Value of the Turkish Currency and Communiqué No. 2008-32/34 on Decree No. 32, any activity related to investments in foreign securities (*e.g.*, the sale of Shares) must be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. It is solely the Participant's responsibility to comply with this requirement. The Participant should contact a personal legal advisor for further information regarding these obligations.

## UNITED ARAB EMIRATES

### *Notifications*

Securities Law Notification. Participation in the Plan is being offered only to Eligible Individuals and is in the nature of providing equity incentives to employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Eligible Individuals and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If the Participant does not understand the contents of the Plan or the Agreement, the Participant should consult an authorized financial adviser.

The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## UNITED KINGDOM

### *Terms and Conditions*

Taxes and Withholding. The following provision supplements Section 6 ("Taxes and Withholding") of the Restricted Stock Unit Agreement:

Without limitation to Section 6 of the Restricted Stock Unit Agreement, the Participant agrees that the Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Corporation or the Employer or by Her Majesty's Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Corporation and the Employer against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or an executive officer of the Corporation (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), the Participant acknowledges that he or she may not be able to indemnify the Corporation or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute an additional benefit to the Participant on which additional income tax and National Insurance Contributions may be payable. The Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Corporation or the Employer (as appropriate) for the value of any employee National Insurance Contributions due on this additional benefit, which the Corporation or the Employer may recover from the Participant by any of the means referred to in the Plan or Section 6 of the Restricted Stock Unit Agreement.

## UNITED STATES

There are no country-specific provisions.

## **VIETNAM**

### ***Terms and Conditions***

Settlement of Restricted Stock Units. Notwithstanding Section 1(c) ("Award, Vesting and Settlement of Restricted Stock Units") of the Restricted Stock Unit Agreement, due to exchange control regulations in Vietnam, the Participant is not entitled to receive any Shares upon settlement of the Restricted Stock Units. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested Restricted Stock Units, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## EXPEDIA GROUP, INC. PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT, including the Performance Goal Schedule in Exhibit A attached hereto and any additional terms and conditions set forth in any appendix for the Participant's country ("**Exhibit A**," the "**Appendix**" and, collectively with the Performance Stock Unit Agreement, this "**Agreement**"), dated as of the Award Date, is concluded by and between Expedia Group, Inc., a U.S. Delaware corporation (the "**Corporation**"), and the undersigned employee of the Corporation, Affiliate or Subsidiary (the "**Participant**").

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Corporation's Fourth Amended and Restated 2005 Stock and Annual Incentive Plan (as amended from time to time, the "**Plan**"). Reference is made to the Summary of Award, which may be found on the Morgan Stanley *StockPlan Connect* website at [www.stockplanconnect.com](http://www.stockplanconnect.com) (or any successor system selected by the Corporation).

### 1. Award, Vesting and Settlement of Performance Stock Units

(a) Subject to the terms and conditions of the Summary of Award, this Agreement and the Plan, the Corporation hereby grants the Performance Stock Units ("**PSUs**") to the Participant pursuant to Section 7 of the Plan. The Summary of Award sets forth the target number of PSUs ("**Target PSUs**") granted to the Participant by the Corporation and the Award Date (among other information).

(b) Subject to the terms and conditions of the Summary of Award, this Agreement and the Plan, and the Participant's continuous employment by the Corporation or one of its Subsidiaries or Affiliates, or the Participant's continuous provision of services to the Corporation or one of its Subsidiaries or Affiliates, the PSUs shall vest as described in the Summary of Award based on the attainment of the Performance Goal outlined in Exhibit A. To the extent the Performance Goal has been achieved and the PSUs have vested, they shall no longer be subject to any restriction following such vesting (such period during which restrictions apply is the "**Restriction Period**").

(c) As soon as practicable after the completion of the applicable Performance Period (as defined in Exhibit A), the Committee shall determine the level of attainment of the Performance Goal. On the basis of such determination, the number of Earned PSUs (as defined in Exhibit A) will be calculated in accordance with the terms of Exhibit A, and such Earned PSUs will vest on the applicable Vesting Date set forth in Exhibit A. To the extent that the level of attainment of the Performance Goal is below Target Performance as outlined in Exhibit A, a portion of the Target PSUs will be forfeited, as set forth in Exhibit A. Further, vesting will cease upon the Participant's Termination of Employment, except as otherwise provided in Section 2 below.

(d) The vested PSUs shall be settled as soon as practicable after each Vesting Date (but, in no event later than March 15 of the calendar year following the end of the calendar year in which the applicable Vesting Date or such other vesting event under this Agreement occurs). Subject to Section 6 herein (pertaining to the withholding of taxes), for each PSU settled pursuant to this Section, the Corporation shall issue one Share for each vested PSU (either by delivering one or more certificates for such Shares or by entering such Shares in book entry form, as determined by the Committee in its discretion). Notwithstanding the foregoing, the Corporation shall be entitled to hold the Shares issuable upon settlement of PSUs that have vested until the Corporation or the agent selected by the Corporation to manage the Plan under which the PSUs have been issued (the "**Agent**") shall have received from the Participant a duly executed Form W-9 or W-8, or such other form required by the tax authorities, as applicable.

### 2. Termination of Employment

(a) Except as otherwise set forth in the Plan, in Section 2(b) below or in any written employment or separation agreement entered into between the Participant and the Corporation, in the event of the Participant's Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any), the Participant's right to receive the PSU Award and for it to vest under the Plan, if at all, will cease as of such date of Termination of Employment and any unvested PSUs will be forfeited effective as of such date. Upon such Termination of Employment, the Participant shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Participant for the loss of any rights under this Agreement or the Plan.

(b) In the event of the Participant's Termination of Employment due to the Participant's death or Disability during a Performance Period, the Target PSUs allocated to such Performance Period shall immediately vest. In the event of the Participant's Termination of Employment due to the Participant's death or Disability at or after the end of a Performance Period, the Earned PSUs, as determined by the Committee for such Performance Period, shall immediately vest. Notwithstanding the foregoing, the value of the PSUs that vest pursuant to this Section 2(b), when combined with the aggregate value of other Awards held by the Participant under the Plan (if any) and subject to vesting upon the Participant's Termination of Employment due to death or Disability (the "**Aggregate Accelerated Award Value**"), may not exceed US \$1,000,000 (the "**Limit**"). If the Participant's Aggregate Accelerated Award Value would exceed the Limit, then the extent to which the PSUs vest upon the Participant's Termination of Employment due to the Participant's death or Disability shall be reduced to the extent necessary to ensure that the Limit is not exceeded, and on a proportionate basis with the Participant's other applicable Awards under the Plan (if any). For purposes of determining the Aggregate Accelerated Award Value: (i) the value of the PSUs shall be determined as the aggregate Fair Market Value of the Shares subject to the Target PSUs or the Earned PSUs, as applicable, that would vest under this Section 2(b) in the absence of the Limit, as of the date of the Participant's Termination of Employment, and (ii) the value of the Participant's other applicable Awards under the Plan (if any) shall be determined in the manner set forth in the Award Agreements for such other Awards. Any Shares that become issuable pursuant to this Section 2(b) will be delivered to Participant, or in the case of the Participant's death, to the personal representative of the Participant's estate or the person to whom the PSUs are transferred by will or the applicable laws of descent and distribution. Such settlement of the PSUs will be made pursuant to Section 1(d), or in the case of the Participant's death, within such longer period as may be permitted under Section 409A of the Code.

(c) For purposes of the PSU Award, the date of Termination of Employment will be the date the Participant is no longer actively providing services to the Corporation or any Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the Participant is no longer actively employed or providing services for purposes of his or her PSU Award (including whether the Participant may still be considered to be providing services while on a leave of absence).

(d) Notwithstanding the provisions of Section 1(b), if any PSUs vest within two years prior to (i) the Participant's Termination of Employment for Cause, or (ii) the Participant's voluntary Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Corporation shall be entitled to recover from the Participant, at any time within two years following such vesting, and the Participant shall pay over to the Corporation on demand, an amount equal to the aggregate Fair Market Value of the Common Stock subject to such vesting.

### **3. Non-Transferability of the PSUs**

Except as determined by the Committee, Awards under the Plan are not transferable except by will or by laws of descent and distribution.

#### **4. Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, during the Restriction Period, the Participant shall not be entitled to any voting rights, rights to dividends or any other rights of a stockholder with respect to the PSUs.

#### **5. Adjustment in the Event of Change in Stock; Change in Control**

Upon the occurrence of certain events relating to the Corporation's Common Stock contemplated by Section 3(d) of the Plan, the Committee shall make adjustments in accordance with such Section. Unless otherwise determined by the Committee, in the event of a Change in Control, the provisions of Section 10 of the Plan shall apply, provided that for this purpose the number of PSUs (if any) that may be eligible to vest at or following the Change in Control will be (a) the Target PSUs if the Change in Control occurs prior to the completion of fifty percent (50%) of the applicable Performance Period, or (b) the Earned PSUs, as calculated by the Committee as of the time of the Change in Control in accordance with Exhibit A, if the Change in Control occurs when at least fifty percent (50%) of the applicable Performance Period has been completed.

#### **6. Taxes and Withholding**

(a) The Participant acknowledges that, regardless of any action taken by the Corporation or, if different, the Subsidiary or Affiliate which employs the Participant or for which the Participant otherwise renders services (the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant (the "**Tax-Related Items**") is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Corporation or the Employer. The Participant further acknowledges that the Corporation and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSU Award, including, but not limited to, the grant and vesting of the PSUs, the receipt of cash or any dividends and the subsequent sale of the Shares issued at settlement of the PSUs; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the PSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, the Participant acknowledges that, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Corporation and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Participant agrees to make, prior to any relevant taxable or tax withholding event, as applicable, adequate arrangements satisfactory to the Corporation, and/or the Employer (or former employer) to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Corporation and/or Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all applicable Tax-Related Items by one or a combination of the following:

- i. withholding from the Participant's wages or other cash compensation paid to the Participant by the Corporation or the Employer; or
- ii. withholding from proceeds of the sale of Shares acquired upon settlement of the PSUs either through a voluntary sale or through a mandatory sale arranged by the Corporation (on the Participant's behalf pursuant to this authorization without further consent), or
- iii. withholding in Shares to be issued upon settlement of the PSUs, provided, however, that if the Participant is a Section 16 officer of the Corporation under the Exchange Act, then the Corporation will withhold in Shares upon the relevant tax withholding event, unless the use of such

withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items will be satisfied by method (1) above.

(c) The Corporation may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates in the Participant's country, including maximum rates applicable in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the Participant does not receive a refund of any over-withheld amount from the Corporation or the Employer, the Participant may seek a refund from the applicable tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested PSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

(d) Finally, the Participant agrees to pay to the Corporation or the Employer any amount of Tax-Related Items that the Corporation or the Employer may be required to withhold as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The obligations of the Corporation under this Agreement shall be conditioned on compliance by the Participant with this Section 6. The Corporation may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section 6.

## **7. Other Restrictions**

(a) The Participant acknowledges that the Participant is subject to the Corporation's policies regarding compliance with securities laws, including but not limited to its Securities Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, the Participant may be prohibited from selling Shares issued upon vesting of the PSUs other than during an open trading window.

(b) The Participant acknowledges that the Participant may be subject to the Corporation's Stock Ownership Policy and/or Incentive Compensation Clawback Policy (as such may be amended from time to time, or any successor policies thereto), applicable to certain senior executives of the Corporation, and the PSUs and this Agreement shall constitute good and valuable consideration for such acknowledgment and agreement. Further, the PSUs (and any shares of Common Stock issued under this Award or the aggregate Fair Market Value thereof) are subject to recoupment as may be required by applicable law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder and any compensation recovery policy otherwise required by applicable law.

(c) The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States and, if different, the Participant's country, the Agent's country and/or the country where Shares are listed, which may affect the Participant's ability to directly or indirectly, for him- or herself or for a third party, accept or otherwise acquire, or sell, attempt to sell or otherwise dispose of, Shares or rights to Shares (*e.g.*, the PSUs) under the Plan during such times as the Participant is considered to have "inside information" regarding the Corporation (as defined by the laws or regulations in the applicable jurisdiction) or the trade in Shares or the trade in rights to Shares under the Plan. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before he or she possessed inside information. Furthermore, the Participant could be prohibited from (1) disclosing the inside information to any third party (other than on a "need to know" basis) and (2) "tipping" third parties or otherwise causing them to buy or sell securities; including "third parties" who are fellow employees. Any restrictions under these laws or regulations are separate from and in addition to the restrictions imposed under the Corporation's Securities Trading Policy or other insider trading policy. The Participant further acknowledges that it is the

Participant's responsibility to comply with any applicable restrictions and that the Participant should speak to a personal legal advisor on this matter.

(d) Notwithstanding any other terms and conditions of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Corporation shall not be required to deliver any Shares issuable upon vesting of the PSUs prior to the completion of any registration or qualification of the Shares under any U.S. or non-U.S. local, state or federal securities, exchange control or other law, or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Corporation shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Corporation is under no obligation to register or qualify the Shares with the Commission or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Corporation shall have unilateral authority to amend the Plan and the Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

## **8. Nature of Award**

In accepting the PSU Award, the Participant acknowledges that:

- (a) the Plan is established voluntarily by the Corporation, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Corporation at any time, to the extent permitted in the Plan;
- (b) the Award of the PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards of PSUs, benefits in lieu of PSUs or other Awards, even if PSUs have been awarded in the past;
- (c) all decisions with respect to future awards of PSUs or other Awards, if any, will be at the sole discretion of the Corporation;
- (d) the Award of the PSUs and the Participant's participation in the Plan will not create a right to employment or service or be interpreted as forming or amending an employment or service contract with the Corporation, the Employer or any other Subsidiary or Affiliate and shall not interfere with the ability of the Employer to terminate the Participant's employment or service relationship (if any);
- (e) the Participant is voluntarily participating in the Plan;
- (f) the Award of the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) unless otherwise agreed in writing with the Corporation, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or an Affiliate;
- (h) the Award of the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

- (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award of the PSUs resulting from (i) the application of any recoupment as described in Section 7(b) herein or (ii) the Participant's Termination of Employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service agreement, if any);
- (j) the future value of the Shares subject to the PSUs is unknown and cannot be predicted with certainty;
- (k) if the Participant vests in the PSUs and acquires Shares, the value of such Shares may increase or decrease in value; and
- (l) neither the Corporation, the Employer nor any other Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between the Participant's local currency (if not the United States dollar) and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Participant pursuant to the vesting of the PSUs or the subsequent sale of any Shares acquired upon vesting.

## **9. Notices**

All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by facsimile, overnight courier or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Participant: at the last known address on record at the Corporation.

If to the Corporation:

Expedia Group, Inc.  
1111 Expedia Group Way W  
Seattle, WA 98111  
U.S.A.  
Attention: Chief Legal Officer and Secretary  
Facsimile: +1(425) 679-7251

or to such other address or facsimile number as any party shall have furnished to the other in writing in accordance with this Section 9. Notice and communications shall be effective when actually received by the addressee. Notwithstanding the foregoing, the Participant consents to electronic delivery of documents required to be delivered by the Corporation under the securities laws.

## **10. Effect of Agreement**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Corporation.

## **11. Laws Applicable to Construction; Consent to Jurisdiction**

The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without reference to principles of conflict of laws, as applied to contracts executed in and performed wholly within the State of Delaware. In addition to the terms and conditions set forth in this Agreement, the PSUs are subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

Any and all disputes arising under or out of this Agreement, including without limitation any issues involving the enforcement or interpretation of any of the provisions of this Agreement, shall be resolved by

the commencement of an appropriate action in the state or federal courts located within the State of Delaware, which shall be the exclusive jurisdiction for the resolution of any such disputes. The Participant hereby agrees and consents to the personal jurisdiction of said courts over the Participant for purposes of the resolution of any and all such disputes.

## **12. Severability**

The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

## **13. Conflicts and Interpretation**

Applicable terms of the Plan are expressly incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (1) interpret the Plan, (2) prescribe, amend and rescind rules and regulations relating to the Plan and (3) make all other determinations deemed necessary or advisable for the administration of the Plan.

In the event of any (x) conflict between any information posted on the Morgan Stanley Benefit Access System (or successor system) and this Agreement, the Plan and/or the books and records of the Corporation or (y) ambiguity in any information posted on the Morgan Stanley Benefit Access System (or successor system), this Agreement, the Plan and/or the books and records of the Corporation, as applicable, shall control.

## **14. Amendment; Waiver**

The Corporation may modify, amend or waive the terms of the PSU Award, prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, Nasdaq or other applicable or stock exchange rules, tax rules or accounting rules. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

## **15. Headings**

The headings of paragraphs herein are included solely for convenience of reference and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

## **16. Data Privacy**

**a. *The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement by and among, as applicable, the Corporation, the Employer and any other Subsidiaries and Affiliates (the "Group") for the purposes described in this Agreement and any other Award materials, including:***

- (1) verifying the Participant's identity and implementing, administering and managing the Participant's participation in the Plan;***
- (2) administration and management of the Plan, including purchase, transfer, disposal or other transactions relating to any Shares acquired under the Plan and all purposes incidental thereto;***
- (3) the archival of documents and records in both electronic and physical form for record keeping purposes;***
- (4) conducting financial reporting and analysis related to the Plan's operations;***

- (5) complying with the Group's policies and procedures;*
- (6) preventing, detecting and investigating crime, including fraud and any form of financial crime, and analyzing and managing other commercial risks;*
- (7) compliance with any applicable rules, laws and regulations, codes of practice or guidelines, including, without limitation, compliance with laws and regulations (local and foreign) which may apply to the Plan, the Group, or to assist in law enforcement and investigations by relevant authorities; and*
- (8) subject to applicable law, any other purposes set out in this Agreement.*

*b. The Participant understands and acknowledges that the Group holds, or may hold, certain personal data about him or her, including, but not limited to, his or her name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all Awards or any other entitlements to Shares or equivalent benefits awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purpose of implementing, administering and managing the Plan.*

*c. The Participant understands, acknowledges and agrees that Data may be transferred to Morgan Stanley Smith Barney LLC and certain of its affiliated companies ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Corporation in the future, which is assisting the Corporation with the implementation, administration and management of the Plan, that these recipients may be located in the United States, the Participant's country of residence or elsewhere, and that the recipient's country may have different data privacy laws and protections to those of the Participant's country. The Corporation and/or the Employer may also disclose Data to any third party in connection with any actual or prospective restructuring, sale or acquisition of the Corporation, any of its Affiliates or Subsidiaries, or the Employer, or any assets of the Group. In accordance with applicable law, the Corporation may also be required to disclose Data to relevant government regulators or authorities or law enforcement agencies. The Participant authorizes any such recipients (presently or in the future) to receive, collect, possess, use, retain, disclose and transfer Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data to the Agent or other third party with whom the Participant may elect to deposit any Shares acquired. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that, if he or she resides outside the United States, he or she may, at any time, view Data, request information about the storage and processing of Data, request a list with the names and addresses of any potential recipients of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local human resources representative.*

*d. The Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's employment or other service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Corporation would not be able to grant PSUs or other Awards to the Participant or administer or maintain such Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant may contact the local human resources representative.*

*e. Finally, the Participant agrees, upon request of the Corporation or the Employer, to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Corporation and/or the Employer) that the Corporation and/or the Employer may deem*

*necessary to be obtained from the Participant for the purpose of administering participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. The Participant understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Corporation and/or the Employer.*

*(f) The Group processes the Participant's personal data in accordance with the Expedia Group Global Staff Privacy Notice and for legitimate purposes as described in this Section 16. Such processing activities include data transfer to third parties and countries or jurisdictions outside of where Participant is employed and as necessary for the provision of this Agreement and to comply with applicable laws and legal obligations. The Expedia Group Global Staff Privacy Notice, Expedia Group Record Retention Policy and other applicable Expedia Group policies are available on the Corporation's intranet portal.*

#### **17. Choice of Language**

The Participant acknowledges and represents that he or she is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English as to allow the Participant to understand the terms of this Agreement and any other documents related to the Plan. If the Participant has received this Agreement and/or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version in any way, the English version will control.

#### **18. Electronic Delivery and Acceptance**

(a) The Corporation may, in its sole discretion, decide to deliver any documents related to the PSUs awarded under, and participation in, the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an online or electronic system established and maintained by the Agent or Corporation or a third party designated by the Corporation.

(b) Electronic acceptance of this Agreement pursuant to the Corporation's instructions to the Participant (including through an online acceptance process managed by the Agent or Corporation or another third party designated by the Corporation) shall constitute execution of the Agreement by the Participant.

#### **19. Appendix**

Notwithstanding any terms and conditions in this Performance Stock Unit Agreement, the PSUs shall be subject to any additional terms and conditions set forth in any Appendix for the Participant's country. Moreover, if the Participant relocates to one of the countries included in the Appendix, the additional terms and conditions for such country will apply to the Participant, to the extent the Corporation determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Performance Stock Unit Agreement.

#### **20. Imposition of Other Requirements**

The Corporation reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any Shares acquired under the Plan, to the extent the Corporation determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

#### **21. Foreign Asset/Account Reporting Requirements, Exchange Controls.**

The Participant's country may have certain foreign asset and/or account reporting requirements and exchange controls which may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from

the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant understands that he or she may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country of residence. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is the Participant's responsibility to be aware of and compliant with all such requirements, and that the Participant should consult a personal legal and tax advisor, as applicable, to ensure the Participant's compliance.

## **22. No Advice Regarding Grant**

The Corporation is not providing any tax, legal or financial advice, nor is the Corporation making any recommendations regarding participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant understands and acknowledges that he or she should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

IN WITNESS WHEREOF, the Corporation's duly authorized representative and the Participant have each executed this Agreement.

**EXPEDIA GROUP, INC.**

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Name: Robert Dzielak  
Title: Chief Legal Officer and Secretary

**PARTICIPANT**

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**Exhibit A**  
**Performance Goal Schedule**

**1. Number of PSUs Eligible to Vest**

The Target PSUs set forth in the Summary of Award shall be divided equally into two vesting tranches, such that fifty percent (50%) of the Target PSUs shall be eligible to vest based on attainment of the Performance Goal during the Tranche 1 Performance Period and fifty percent (50%) of the Target PSUs shall be eligible to vest based on attainment of the Performance Goal during the Tranche 2 Performance Period (as set forth in Section 2 of this Exhibit A). In the event that the aggregate Target PSUs is an odd number, an additional PSU shall be allocated to Tranche 2.

For each vesting tranche of the PSUs, the number of PSUs that is eligible to vest based on attainment of the Performance Goal shall be calculated as fifty percent (50%) of the Target PSUs *multiplied by* the Performance Attainment Factor (as set forth below) for the applicable Performance Period, rounded to the nearest whole share (such PSUs, the "***Earned PSUs***"). Subject to the terms of the Agreement, any Earned PSUs shall vest and become payable only if the Participant does not have a Termination of Employment prior to the applicable Vesting Date set forth in Section 6 of this Exhibit A.

The calculation of the Earned PSUs, the Performance Attainment Factor, and the Stock Price CAGR shall be determined by the Committee after the end of each Performance Period.

**2. Performance Periods**

The performance periods for each vesting tranche of the Target PSUs are as described below (each, a "***Performance Period***"):

Tranche 1 Performance Period: Award Date through December 31, 2021.

Tranche 2 Performance Period: Award Date through December 31, 2022.

Notwithstanding the above, if a Change in Control occurs when at least fifty percent (50%) of the applicable Performance Period has been completed, any ongoing Performance Period shall run from the Award Date through the date of the Change in Control. If a Change in Control occurs prior to the completion of fifty percent (50%) of the applicable Performance Period, the treatment of the PSUs is governed by Section 5 of the Agreement.

**3. Performance Goal**

The Performance Goal applicable to both vesting tranches of the PSUs is based on the Corporation's Stock Price CAGR (as defined below) during the applicable Performance Period, rounded to two decimal places, as set forth in the table below:

<b>Performance Goal</b>	<b>Performance Attainment Factor</b>
<u>Minimum Performance</u> - Stock Price CAGR less than <b>5.00%</b>	50.00%
<u>Threshold Performance</u> - Stock Price CAGR equal to <b>5.00%</b>	50.00%
<u>Target Performance</u> - Stock Price CAGR equal to <b>10.00%</b>	100.00%
<u>Maximum Performance</u> - Stock Price CAGR greater than or equal to <b>15.00%</b>	150.00%

If the Corporation's Stock Price CAGR for the applicable Performance Period is greater than Threshold Performance but less than Target Performance, the Performance Attainment Factor shall be interpolated on a straight-line basis between 50.00% and 100.00% based on the applicable Stock Price CAGR.

If the Corporation's Stock Price CAGR for the applicable Performance Period is greater than Target Performance but less than Maximum Performance, the Performance Attainment Factor shall be interpolated on a straight-line basis between 100.00% and 150.00% based on the applicable Stock Price CAGR.

Notwithstanding the foregoing, in no event shall the Participant be eligible to achieve a Performance Attainment Factor in excess of 150.00% or less than 50.00% as it relates to the determination of the number of PSUs eligible to vest pursuant to the calculation in Section 1 of this Exhibit A.

#### **4. Performance Criteria**

"**Beginning Stock Price**" shall mean closing price of the Corporation's Common Stock on the Award Date.

"**Ending Stock Price**" shall mean either (i) the average of the closing prices of the Corporation's Common Stock for the 30 trading days ending on the last trading day of the applicable Performance Period, or (ii) if a Change in Control occurs when at least fifty percent (50%) of the applicable Performance Period has been completed, then the per Share value of the consideration paid to the Corporation's stockholders in connection with the Change in Control.

"**Stock Price CAGR**" shall mean the compound annual growth rate (CAGR) of the Corporation's Common Stock, calculated as follows: (a) the quotient of the Ending Stock Price divided by the Beginning Stock Price, (b) raised to the power of a fraction, the numerator of which is one (1) and the denominator of which is the number of years (or partial years, as applicable) in the applicable Performance Period, and (c) subtracting one (1) from the final result of the calculation in (a) and (b).

#### **5. Performance Goal Adjustments**

The Committee has the authority to make an equitable and proportionate adjustment to the price of Corporation's Common Stock to the extent (if any) necessary to preserve the intended incentives of the PSUs and mitigate the impact of any stock split, stock dividend (excluding regular cash dividends), reverse stock split or other applicable Share Change (as defined in the Plan) occurring between the start of the 30 day period over which the Beginning Stock Price is measured and the end of the Performance Period.

#### **6. Vesting Date for any Earned PSUs**

Subject to the terms of the Agreement, any Earned PSUs shall vest on February 15th of the year immediately following the end of the applicable Performance Period (the "**Vesting Dates**") and the Participant must be employed by or providing services to the Corporation or one of its Subsidiaries or Affiliates on the applicable Vesting Date in order to receive the Shares payable upon the vesting of PSUs.

Vesting Date for Tranche 1 PSUs: February 15, 2022.

Vesting Date for Tranche 2 PSUs: February 15, 2023.

**APPENDIX  
TO  
EXPEDIA GROUP, INC.  
FOURTH AMENDED AND RESTATED  
2005 STOCK AND ANNUAL INCENTIVE PLAN  
PERFORMANCE STOCK UNIT AGREEMENT**

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Performance Stock Unit Agreement to which this Appendix is attached.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the PSUs granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the Award Date or is considered a resident of another country for local law purposes, the Corporation shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to the Participant.

***Notifications***

This Appendix also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Corporation strongly recommends that the Participant not rely on the information noted herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant vests in the PSUs or sells the Shares issued upon settlement of the PSUs.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Corporation is not in a position to assure the Participant of any particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the Award Date, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Participant in the same manner.

## EUROPEAN UNION/EUROPEAN ECONOMIC AREA & UNITED KINGDOM

Data Privacy. For participants working and/or residing in the European Union and/or the European Economic Area or United Kingdom, as determined by the Corporation in its sole discretion, the following provision replaces Section 16 ("Data Privacy") of the Performance Stock Unit Agreement:

**Controller and Authorized EU Representative.** *The Corporation, with its registered address at 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., is the controller responsible for processing the Participant's Data (as defined below) in connection with this Agreement. The Corporation's representative in the EU is WWTE Travel Ltd., 53 Merrion Square South 101-103, B02, Dublin, Ireland.*

**Data Collection and Usage.** *The Corporation and the Employer will collect, process and use certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any Shares or directorships held in the Corporation, details of all Awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the purposes of implementing, administering and managing the Participant's participation in the Plan. The legal basis for the processing of Data by the Corporation and the third-party service providers described below is the necessity of the data processing for the Corporation to perform its contractual obligations under the Plan and the Corporation's legitimate business interest of managing the Plan and generally administering the Participant's Award.*

**International Data Transfers.** *The Corporation is based in the United States. The Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Corporation provides appropriate safeguards for protecting Data that it receives in the United States through its adherence to data transfer agreements, containing Standard Contractual Clauses adopted by the EU Commission, entered into between the Corporation and the Employer, or any other applicable affiliate within the European Union or United Kingdom.*

**Data Retention.** *The Corporation will hold and use Data in accordance with the Expedia Group Global Staff Privacy Notice, Expedia Group Record Retention Policy, applicable Expedia Group policies, and legal obligations and laws including those governing tax and securities regulations.*

**Stock Plan Administration Service Providers.** *The Corporation transfers Data to Morgan Stanley Smith Barney LLC and certain of its affiliated companies ("Morgan Stanley"), or a successor, which assists the Corporation with the implementation, administration and management of the Plan. The Participant acknowledges and understands that Morgan Stanley will open an account for the Participant to receive and trade Shares acquired under the Plan and that the Participant will be asked to agree on separate terms and data processing practices with Morgan Stanley, with such agreement being a condition to the ability to participate in the Plan.*

**Data Subject Rights.** *The Participant may have a number of rights under data privacy laws in the Participant's jurisdiction and as described in the Expedia Group Global Staff Privacy Notice. To receive clarification regarding these rights or to exercise these rights, the Participant can contact his or her local human resources representative.*

**Alternative Basis for Data Processing/Transfer.** *The Participant understands that in the future, the Corporation may rely on a different legal basis for the processing and/or transfer of Data and/or request that the Participant provide a data privacy consent or other similar form as appropriate and under applicable laws. If, at that time, consent is deemed necessary by the Corporation and/or the Participant's employer for provision of the Plan to the Participant, and the Participant does not consent, the Participant will not be able to participate in the Plan.*

*The Expedia Group Global Staff Privacy Notice, Expedia Group Record Retention Policy and other applicable Expedia Group policies are available on the Corporation's intranet portal.*

## **ARGENTINA**

### ***Terms and Conditions***

**Nature of Award.** This provision supplements Section 8 ("Nature of Award") of the Performance Stock Unit Agreement:

In accepting the PSUs, the Participant acknowledges and agrees that the PSU Award is granted by the Corporation (not the Employer) in its sole discretion and that the value of the PSUs or any Shares acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth-month salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for purposes of calculating any termination or severance indemnities under Argentine labor law, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on an annual basis.

### ***Notifications***

**Securities Law Notification.** Neither the PSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores, "CNV"*). Neither this nor any other offering material related to the PSUs nor the underlying Shares may be utilized in connection with any general offering to the public in Argentina. Argentine residents who acquire Shares under the Plan do so according to the terms of a private offering made from outside Argentina.

**Exchange Control Notification.** Exchange control regulations in Argentina are subject to frequent change. It is the Participant's responsibility to comply with any and all Argentine currency exchange restrictions, approvals, and reporting requirements in connection with the PSUs. The Participant should consult with a personal legal advisor to ensure compliance with the applicable requirements.

**Foreign Asset/Account Reporting Notification.** If the Participant is an Argentine tax resident, the Participant must report any Shares acquired under the Plan and held by the Participant on December 31 of each year on his or her annual tax return for that year. The Participant should consult a personal legal advisor to ensure compliance with the applicable requirements.

## **AUSTRALIA**

### ***Terms and Conditions***

**Australia Offer Document.** The offer of the PSUs is intended to comply with the provisions of the Corporations Act 2001, Australian Securities & Investments Commission ("**ASIC**") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of PSUs to Australian Resident Participants, which will be provided to the Participant with this Agreement.

## ***Notifications***

**Tax Notification.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

**Exchange Control Notification.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Participant.

## **AUSTRIA**

### ***Notifications***

**Exchange Control Notification.** If the Participant holds Shares acquired under the Plan outside of Austria, he or she may be required to submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not meet or exceed € 30 million or as of December 31 does not meet or exceed € 5 million. If the former threshold is exceeded, quarterly reporting obligations are imposed, whereas if the latter threshold is exceeded, annual reporting obligations are imposed. The deadline for filing the quarterly report is the 15th of the month following the respective quarter. The deadline for filing the annual report is January 31 of the following year.

When the Participant sells Shares acquired under the Plan or receives a cash dividend, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all of the Participant's cash accounts abroad exceeds € 10 million, the movements and balances of all accounts (as of the last day of the month) must be reported monthly by the 15th day of the following month, on a prescribed form. If the transaction value of all cash accounts abroad is less than € 10 million, no reporting requirements apply.

## **BELGIUM**

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** Belgian residents are required to report any securities held (including Shares) or bank accounts opened outside Belgium in their annual tax return. In a separate report, Belgian residents are required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the National Bank of Belgium website.

**Stock Exchange Tax Notification.** A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax likely will not apply when the PSUs vest, but likely will apply when Shares are sold. The Participant should consult with a personal tax or financial advisor for additional details on the Participant's obligations with respect to the stock exchange tax.

## **BRAZIL**

### ***Terms and Conditions***

**Compliance with the Law.** By accepting the PSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable Tax-Related Items.

**Nature of Award.** This provision supplements Section 8 ("Nature of Award") of the Performance Stock Unit Agreement:

By accepting the PSUs, the Participant agrees that (i) the Participant is making an investment decision and (ii) the value of the underlying Shares is not fixed and may increase or decrease over the vesting and holding periods without compensation to the Participant.

Further, the Participant acknowledges and agrees that, for all legal purposes, (i) any benefits provided to the Participant under the Plan are unrelated to his or her employment or service; (ii) the Plan is not a part of the terms and conditions of the Participant's employment or service; and (iii) the income from the Participant's participation in the Plan, if any, is not part of his or her remuneration from employment or service.

### ***Notifications***

**Exchange Control Notification.** The Participant may be required to submit a declaration of assets and rights held outside Brazil to the Central Bank of Brazil. If the aggregate value of such assets and rights exceeds US\$100,000, the declaration is required on an annual basis. If the aggregate value of such assets and rights exceeds US\$100,000,000, the declaration is required on a quarterly basis. Assets and rights that must be reported include Shares acquired under the Plan. This requirement and the applicable thresholds are subject to change on an annual basis.

**Tax on Financial Transaction (IOF).** Payments to foreign countries and the repatriation of funds into Brazil and the conversion between the Brazilian Real and the United States Dollar associated with such fund transfers may be subject to the IOF (*i.e.*, tax on financial transactions). The Participant is solely responsible for complying with any applicable IOF arising from the Participant's participation in the Plan. The Participant should consult with a personal tax advisor for additional details.

## **BULGARIA**

### ***Notifications***

**Exchange Control Notification.** Bulgarian residents are required to file statistical forms with the Bulgarian National Bank annually regarding receivables in their foreign bank accounts as well as securities held abroad (*e.g.*, Shares acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year-end. The reports are due by March 31. The Participant should consult his or her personal legal advisor to ensure compliance with applicable requirements.

## **CANADA**

### ***Terms and Conditions***

**Settlement of PSUs.** Notwithstanding any discretion in the Plan, the PSUs shall be settled only in Shares. The Participant shall not be entitled to receive a cash payment upon vesting of the PSUs.

**Termination of Employment.** The following provision supplements Section 2 ("Termination of Employment") of the Performance Stock Unit Agreement:

The Participant's Termination of Employment (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services, or the terms of the Participant's employment or service agreement, if any) will be deemed to have occurred as of the earliest of: (a) the date that the Participant's employment or service relationship with the Corporation or any of its Subsidiaries or Affiliates is terminated; (b) the date that the Participant receives notice of termination of the Participant's employment or service relationship; and (c) the date that the Participant is no longer actively providing services to the Corporation or any of its Subsidiaries or Affiliates, regardless of any notice period or period of pay in lieu of such notice required under applicable employment law in the jurisdiction where the Participant is

employed or providing services or the terms of the Participant's employment agreement, if any. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the PSUs under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of such statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

*The following provisions apply to residents of Quebec:*

**Data Privacy.** The following provision supplements Section 16 ("Data Privacy") of the Performance Stock Unit Agreement:

The Participant hereby authorizes the Corporation and the Corporation's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Participant further authorizes the Corporation, any Subsidiary or Affiliate, the Committee, and the Agent to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Participant's employee file.

**Language Consent.** The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

**Consentement Relatif à la Langue.** *Les parties reconnaissent avoir expressément souhaité que la convention «Agreement» ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

### **Notifications**

**Securities Law Notification.** Shares acquired under the Plan may not be sold or otherwise disposed of within Canada. The Participant may sell the Shares acquired under the Plan only through Morgan Stanley or such other stock plan service provider selected by the Corporation in the future, provided the sale of Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are traded. The Shares are currently traded on the Nasdaq Global Select Market.

**Foreign Asset/Account Reporting Notification.** Specified foreign property, including shares and rights to receive shares (e.g., stock options, PSUs) of a non-Canadian company held by a Canadian resident must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, the PSUs must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other specified foreign property held by the Participant. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if the Participant owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The Participant should consult a personal tax advisor to ensure compliance with applicable reporting obligations.

## **CHILE**

### **Notifications**

**Securities Law Notification.** The offer of PSUs constitutes a private offering of securities in Chile effective as of the Award Date. This offer of PSUs is made subject to general ruling N° 336 of the Chilean Commission for the Financial Market ("**CMF**"). The offer refers to securities not registered at

the securities registry or at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the PSUs are not registered in Chile, the Corporation is not required to provide public information about the PSUs or the Shares in Chile. Unless the PSUs and/or the Shares are registered with the CMF, a public offering of such securities cannot be made in Chile.

*Información Bajo la Ley de Mercado de Valore. Esta oferta de Unidades de Acciones Restringidas constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Unidades de Acciones Restringidas se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado ("CMF"). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse los Unidades de Acciones Restringidas no registrados en Chile, no existe obligación por parte de la Corporación de entregar en Chile información pública respecto de los Unidades de Acciones Restringidas or sus Acciones. Estos Valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

Exchange Control and Tax Notification. The Participant is not required to repatriate proceeds obtained from the sale of Shares or from dividends to Chile; however, if the Participant decides to repatriate proceeds from the sale of Shares and/or dividends and the amount of the proceeds to be repatriated exceeds US\$10,000, the Participant must effect such repatriation through the Formal Exchange Market (*i.e.*, a commercial bank or registered foreign exchange office). In such case, the Participant must report the payment to the commercial bank or registered foreign exchange office receiving the funds.

Further, if the value of the Participant's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the value of Shares acquired under the Plan), the Participant must report the status of such investments annually to the Central Bank using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

Foreign Asset/Account Reporting Notification. Chilean taxpayers are required to inform the Chilean Internal Revenue Service (the "**CIRS**") annually of (i) the results of investments held abroad, and (ii) any taxes paid abroad which will be used as credit against Chilean income tax. The Form 1929 disclosing this information must be submitted electronically through the CIRS website before June 30 of each year: [www.sii.cl](http://www.sii.cl). Chilean taxpayers who fail to meet these requirements may be ineligible to receive certain foreign tax credits.

## **CHINA**

### ***Terms and Conditions***

*The following provision shall apply to the Participant if the Participant is subject to exchange control restrictions in the People's Republic of China ("**PRC**"), as determined by the Corporation in its sole discretion.*

Settlement of PSUs. Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due to exchange control regulations in the PRC, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **COLOMBIA**

## ***Terms and Conditions***

**Labor Law Acknowledgement.** This provision supplements the acknowledgement contained in Section 8 ("Nature of Award") of the Performance Stock Unit Agreement:

Pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, the PSUs and related benefits will not be included and/or considered for purposes of calculating any labor benefits, including legal/fringe benefits, vacations, indemnities and/or any other labor-related amount which may be payable.

## ***Notifications***

**Securities Law Notification.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities or promoting financial products in Colombia.

**Exchange Control Notification.** Investments in assets located outside of Colombia (including the Shares) are subject to registration with the Central Bank (*Banco de la República*) as a foreign investment held abroad, regardless of value. Further, upon the sale of any Shares that have been registered with the Central Bank, the registration must be cancelled by March 31 of the year following the sale. The Participant may be subject to fines for failing to cancel such registration.

**Foreign Asset/Account Reporting Notification.** An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described in detail, including the jurisdiction in which it is located, its nature and its value.

## **COSTA RICA**

There are no country-specific provisions.

## **CROATIA**

## ***Notifications***

**Exchange Control Notification.** Croatian residents may be required to report foreign investments (including Shares acquired under the Plan) to the Croatian National Bank for statistical purposes and must obtain the prior approval of the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Participant should consult a personal legal advisor to ensure compliance with current regulations. It is the Participant's responsibility to comply with Croatian exchange control laws.

## **CZECH REPUBLIC**

## ***Notifications***

**Exchange Control Notification.** The Czech National Bank (the "**CNB**") may request that the Participant fulfill certain reporting requirements in relation to the PSUs and the Shares acquired under the Plan. Even in the absence of a request from the CNB the Participant may need to report foreign direct investments with an aggregate value of CZK 2,500,000 or more or other foreign financial assets with a value of CZK 200,000,000 or more. Because exchange control regulations change frequently and without notice, the

Participant should consult with a personal legal advisor before selling Shares, to ensure compliance with current regulations. It is solely the Participant's responsibility to comply with any Czech exchange control laws.

## **DENMARK**

### ***Terms and Conditions***

**Nature of Award.** This provision supplements Section 8 ("Nature of Award") of the Performance Stock Unit Agreement:

By accepting the PSUs, the Participant acknowledges, understands and agrees that they relate to future services to be performed and are not a bonus or compensation for past services.

**Stock Option Act.** By participating in the Plan, the Participant acknowledges having received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act (the "**Act**"). The Act applies only to "employees" as that term is defined in Section 2 of the Act. If the Participant is a member of the registered management of a Subsidiary or Affiliate in Denmark or otherwise does not satisfy the definition of employee, the Participant is not subject to the Act and the Employer Statement will not apply to the Participant.

### ***Notification***

**Foreign Asset/Account Reporting Notification.** Foreign bank and brokerage accounts and deposits and shares held in such accounts must be reported on the annual tax return under the section on foreign affairs and income.

## **DOMINICAN REPUBLIC**

There are no country-specific provisions.

## **EGYPT**

### ***Notifications***

**Exchange Control Notification.** If the Participant transfers funds into Egypt in connection with the PSUs, the transfer must be done through a registered bank in Egypt.

## **FINLAND**

There are no country-specific provisions.

## **FRANCE**

### ***Terms and Conditions***

**Nature of Award.** The PSUs are not intended to qualify for special tax and social security treatment applicable to PSUs granted under Section L.225-197-1 to L.225-197-6 of the French Commercial Code, as amended.

**Language Consent.** By accepting the grant of the PSUs, the Participant confirms having read and understood the documents related to the grant (the Agreement and the Plan), which were provided in the English language. The Participant accepts the terms of those documents accordingly.

**Consentement Relatif à la Langue.** *En acceptant l'attribution des Droits (« PSUs »), le Participant confirme avoir lu et compris les documents relatifs à l'attribution (le Contrat et le Plan), qui ont été remis en langue anglaise. Le Participant accepte les termes de ces documents en connaissance de cause.*

## *Notifications*

Foreign Asset/Account Reporting Notification. French residents must declare all foreign accounts, whether open, current, or closed, in their income tax returns. The Participant should consult with a personal tax advisor to ensure compliance with applicable reporting obligations.

## **GERMANY**

### ***Notifications***

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*). If the Participant is a German resident and receives a payment in excess of this amount in connection with participation in the Plan, the Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via the Bundesbank website (WWW.BUNDESBANK.DE).

## **GREECE**

There are no country-specific provisions.

## **HONG KONG**

### ***Terms and Conditions***

Settlement of PSUs. Notwithstanding any discretion in the Plan, the PSUs shall be settled only in Shares. The Participant shall not be entitled to receive a cash payment upon vesting of the PSUs.

Restriction on Sale of Shares. To the extent the PSUs vest within six months of the Award Date, the Participant may not dispose of the Shares issued upon settlement of the PSUs, or otherwise offer the Shares to the public, prior to the six-month anniversary of the Award Date. Any Shares issued upon settlement of the PSUs are accepted as a personal investment.

### ***Notifications***

***SECURITIES WARNING:*** *The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this Agreement, the Plan or any Plan prospectus, the Participant should obtain independent professional advice. The PSUs and any Shares issued thereunder do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Corporation, Subsidiaries or Affiliates. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The PSUs and any documentation related thereto are intended solely for the personal use of each employee of the Corporation, a Subsidiary or an Affiliate and may not be distributed to any other person.*

## **HUNGARY**

There are no country-specific provisions.

## **ICELAND**

### ***Notifications***

Exchange Control Notification. The Participant should consult with his or her personal advisor to ensure compliance with any applicable exchange control laws and regulations in Iceland, as such regulations are subject to frequent change. The Participant is responsible for ensuring compliance with all exchange control laws and regulations in Iceland.

## INDIA

### *Notifications*

Exchange Control Notification. Exchange control laws and regulations in India require that all proceeds resulting from the sale of Shares and the receipt of any dividends in relation to the Shares be repatriated to India and converted into local currency within such time as prescribed under applicable Indian exchange control laws, as may be amended from time to time. Indian residents must obtain a foreign inward remittance certificate ("**FIRC**") from the bank into which foreign currency is deposited and retain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer or Corporation requests proof of repatriation.

Foreign Asset/Account Reporting Notification. Foreign bank accounts and any foreign financial assets (including Shares held outside India) must be reported in the annual Indian personal tax return. It is the Participant's responsibility to comply with this reporting obligation and the Participant should consult his or her personal advisor in this regard.

## INDONESIA

### *Terms and Conditions*

Language Consent. A translation of the documents relating to the Award (*i.e.*, the Plan and the Agreement) in Bahasa Indonesia can be provided to the Participant upon request to **Expedia Group Stock Team, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., or via email at [Stock@expedia.com](mailto:Stock@expedia.com)**. By accepting the Award, the Participant (i) confirms having read and understood these documents provided in the English language, (ii) accepts the terms of these documents accordingly, and (iii) agrees not to challenge the validity of these documents based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan dan Pemberitahuan Bahasa. *Terjemahan dari dokumen-dokumen terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian) ke dalam Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada **Expedia Group Stock Team, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A. or via email at [Stock@expedia.com](mailto:Stock@expedia.com)**. Dengan menerima Penghargaan ini, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian Penghargaan ini (yaitu Rencana dan Perjanjian Opsi Saham) yang disediakan untuk anda dalam bahasa Inggris, (ii) anda menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau peraturan pelaksana dari Peraturan Presiden (ketika diterbitkan nantinya).*

### *Notifications*

Exchange Control Notification. Indonesian residents must provide the Indonesian central bank (Bank Indonesia) with information on foreign exchange activities. The reporting must be completed online through Bank Indonesia's website, no later than the 15th day of the month following the month in which the foreign exchange activity took place. If the Participant remits proceeds from the sale of Shares or from cash dividends paid or such Shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical

reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, the Participant must complete a "Transfer Report Form." The Transfer Report Form will be provided to the Participant by the bank through which the transaction is made.

## **IRELAND**

There are no country-specific provisions.

## **ITALY**

### ***Terms and Conditions***

**Plan Document Acknowledgment.** In accepting the PSUs, the Participant acknowledges a copy of the Plan was made available to the Participant, and that the Participant has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan, and the Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provision in the Performance Stock Unit Agreement: Section 1 ("Award, Vesting and Settlement of PSUs"); Section 2 ("Termination of Employment"); Section 6 ("Taxes and Withholding"); Section 8 ("Nature of Award"); Section 20 ("Imposition of Other Requirements"); and the Data Privacy provision in the European Union section of this Appendix.

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** If the Participant holds investments abroad or foreign financial assets (*e.g.*, cash, Shares, PSUs) that may generate income taxable in Italy, the Participant must report them on his or her annual tax return or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply if the Participant is a beneficial owner of the investments, even if he or she does not directly hold investments abroad or foreign assets.

**Foreign Financial Asset Tax Notification.** The value of any Shares (and certain other foreign assets) an Italian resident holds outside Italy may be subject to a foreign financial assets tax. The taxable amount is equal to the fair market value of the Shares on December 31 or on the last day the Shares were held (the tax is levied in proportion to the number of days the Shares were held over the calendar year). The value of financial assets held abroad must be reported in Form RM of the annual tax return. The Participant should consult a personal tax advisor for additional information about the foreign financial assets tax.

## **JAPAN**

### ***Notifications***

**Foreign Asset/Account Reporting Notification.** Details of any assets held outside Japan (including Shares acquired under the Plan) as of December 31 of each year must be reported to the tax authorities on an annual basis, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report is due by March 15 each year. The Participant should consult a personal tax advisor to determine if the reporting obligation applies to the Participant and whether the Participant will be required to include details of the Participant's outstanding PSUs or Shares in the report.

## **JORDAN**

There are no country-specific provisions.

## **LATVIA**

There are no country-specific provisions.

## MAURITIUS

There are no country-specific provisions.

## MEXICO

### ***Terms and Conditions***

**Plan Document Acknowledgement.** By accepting the PSUs, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Agreement. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in Section 8 ("Nature of Award") in the Performance Stock Unit Agreement, which clearly provides as follows:

- (1) The Participant's participation in the Plan does not constitute an acquired right;
- (2) The Plan and the Participant's participation in the Plan are offered by the Corporation on a wholly discretionary basis;
- (3) The Participant's participation in the Plan is voluntary; and
- (4) The Corporation and the Subsidiaries and Affiliates are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the PSUs.

**Labor Law Policy and Acknowledgment.** By accepting the PSUs, the Participant expressly recognizes that the Corporation, with registered offices at Expedia Group, Inc., Expedia Group, Inc. 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A, is solely responsible for the administration of the Plan, and that the Participant's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Participant and the Corporation since the Participant is participating in the Plan on a wholly commercial basis and the Employer in Mexico ("***Expedia Mexico***") is his or her sole employer. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the employer, Expedia Mexico, and do not form part of the employment conditions and/or benefits provided by Expedia Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Corporation; therefore, the Corporation reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Corporation for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Corporation, Affiliates, Subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

### **Spanish Translation**

#### **Términos y Condiciones**

**Reconocimiento del Documento del Plan.** Al aceptar las unidades accionarias por rendimiento, el Participante reconoce que ha recibido una copia del Plan y del Acuerdo, que el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y del Acuerdo. El

Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección 8 ("Naturaleza de la Subvención") del Acuerdo de unidades accionarias por rendimiento, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;
- (2) El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;
- (3) La participación del Participante en el Plan es voluntaria; y
- (4) La Compañía y sus Subsidiarias y Afiliadas no son responsables por ninguna disminución en el valor de las acciones adquiridas al conferir las unidades accionarias por rendimiento.

Política Laboral y Reconocimiento. Al aceptar las unidades accionarias por rendimiento, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Expedia Group, Inc., 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un marco totalmente comercial y el Empleador ("**Expedia Mexico**") es su único patrón. Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, Expedia Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Expedia Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna al Participante.

Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga una liberación completa y amplia a la Compañía, Afiliadas, Subsidiarias, sucursales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.

#### **MOROCCO**

##### **Terms and Conditions**

Settlement of PSUs. Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due to exchange control regulations in Morocco, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

#### **NETHERLANDS**

There are no country-specific provisions.

#### **NEW ZEALAND**

## **Notifications**

**Securities Law Notification.** *Warning: This is an offer of PSUs, which upon vesting in accordance with the terms of the Plan and this Agreement, will be converted into Shares. The Shares give the Participant a stake in the ownership of the Corporation. The Participant may receive a return if dividends are paid on the Shares.*

*If the Corporation runs into financial difficulties and is wound up, the Participant will be paid only after all creditors have been paid. The Participant may lose some or all of his or her investment.*

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.*

*The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.*

*The Participant should ask questions, read all documents carefully, and seek independent financial advice before committing him- or herself.*

In addition, the Participant is hereby notified that the documents listed below are available for review on the Corporation's "Investor Relations" website at <http://ir.expediainc.com/index.cfm>, and through the Participant's online Morgan Stanley account:

- (i) this Agreement, which together with the Plan, sets forth the terms and conditions of participation in the Plan;
- (ii) a copy of the Corporation's most recent annual report (i.e., Form 10-K);
- (iii) a copy of the Corporation's most recent published financial statements;
- (iv) a copy of the Plan; and
- (v) a copy of the Plan Prospectus.

A copy of the above documents will be sent to the Participant free of charge on written request to **Expedia Group, Inc., c/o Investor Relations, 1111 Expedia Group Way W, Seattle, WA 98119, U.S.A., U.S.A., or via email at [ir@expedia.com](mailto:ir@expedia.com).**

As noted above, the Participant is advised to carefully read the materials provided before making a decision whether to participate in the Plan. The Participant also is encouraged to contact a personal tax advisor for specific information concerning the Participant's personal tax situation with regard to Plan participation.

## **NORWAY**

There are no country-specific provisions.

## **PHILIPPINES**

### ***Terms and Conditions***

**Settlement of PSUs.** Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due to regulations in the Philippines, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **POLAND**

### ***Notifications***

**Exchange Control Notification.** Polish residents holding cash and foreign securities (including Shares) in bank or brokerage accounts outside of Poland must report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds PLN 7 million. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. The Participant should consult with a personal legal advisor to determine whether the Participant will be required to submit reports to the National Bank of Poland.

Further, any transfer of funds in excess of €15,000 (or if such transfer of funds is connected with business activity of an entrepreneur, a lower threshold) into or out of Poland must be effected through a bank account in Poland. All documents connected with any foreign exchange transactions must be retained for a period of five years from the end of the year in which the transaction occurred.

## **PORTUGAL**

### ***Terms and Conditions***

**Language Consent.** The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *Pela presente, o Participante declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Agreement em inglês).*

### ***Notifications***

**Exchange Control Notification.** If the Participant holds Shares issued upon settlement of the PSUs, the acquisition of Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on Participant's behalf. If the Shares are not deposited with a commercial bank or financial intermediary in Portugal, the Participant is responsible for submitting the report to the Banco de Portugal.

## **PUERTO RICO**

There are no country-specific provisions.

## **RUSSIA**

### ***Terms and Conditions***

U.S. Transaction. The Participant understands that the acceptance of the PSUs (including through an online acceptance process managed by the Agent or Corporation or another third party designated by the Corporation) results in an agreement between the Participant and the Corporation completed in the United States and that the Agreement is governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

Securities Law Acknowledgement. The Participant acknowledges that the PSUs, the Agreement, the Plan and all other materials the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The Shares acquired pursuant to the Plan have not and will not be registered in Russia nor admitted for listing on any Russian exchange for trading within Russia, and therefore, neither the PSUs nor the Shares may be used for offering or public or private circulation in Russia. The Participant acknowledges that he or she may hold Shares acquired upon settlement of the PSUs in the Participant's account with the Corporation's third party broker/administrator in the United States. However, in no event will Shares issued to the Participant under the Plan be delivered to Participant in Russia. Further, the Participant is not permitted to sell or otherwise dispose of Shares directly to other Russian individuals.

Data Privacy and Transfer. This provision supplements Section 16 ("Data Privacy") of the Performance Stock Unit Agreement:

The Participant understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "**Consent**") form to the Corporation. Further, the Participant understands and agrees that if the Participant does not complete and return a Consent to the Corporation, it will not be able to grant PSUs or other awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing to complete a Consent or withdrawing his or her Consent may affect the Participant's ability to participate in the Plan.

### ***Notifications***

Exchange Control Notification. All restrictions on the payment of funds by non-residents into a Russian resident's declared foreign *brokerage* account, including dividends and proceeds from the sale of Shares, have been abolished as of January 1, 2020. The Participant can receive, hold and remit dividends and proceeds from the sale of Shares acquired under the Plan into and out of his or her brokerage account without any requirement to first repatriate such funds to an authorized bank in Russia. The Participant should be aware that the rules related to foreign *bank* accounts are different and that pursuant to changes effective December 2, 2019 (with retroactive effect to January 1, 2018), certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account will continue to apply where the foreign bank account is located in the U.S. The Participant should contact his or her personal advisor to confirm the application of the exchange control restrictions prior to vesting in the PSUs and selling Shares, as significant penalties may apply in the case of non-compliance with the exchange control restrictions and because such exchange control restrictions are subject to change.

Foreign Asset/Account Reporting Notification. Russian residents are required to report the opening, closing or change in account details of any foreign bank account to the Russian tax authorities within one month of the opening, closing or change of such account. Russian residents also are required to report to the Russian tax authorities on or before June 1 of the following year (i) the beginning and ending balances in a foreign bank account each year and (ii) transactions related to such a foreign account during the year. From January 1, 2020, foreign brokerage accounts and foreign accounts with other financial institutions (financial market organizations) also must be reported. Certain specific exceptions from the reporting requirements may apply. The Participant should consult with his or her personal legal advisor to determine how these reporting requirements apply to any account opened in connection with the Participant's participation in the Plan.

**Labor Law Notification.** If the Participant continues to hold Shares acquired at settlement of the PSUs after an involuntary Termination of Employment, the Participant will not be eligible to receive unemployment benefits in Russia.

**Anti-Corruption Notification.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign companies such as the Corporation). Accordingly, the Participant should inform the Corporation if the Participant is covered by these laws because the Participant may not hold Shares acquired under the Plan.

## **SAUDI ARABIA**

### ***Terms and Conditions***

**Settlement of PSUs.** Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due regulatory requirements in Saudi Arabia, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## **SINGAPORE**

### ***Terms and Conditions***

**Restriction on Sale of Shares.** To the extent the PSUs vest within six months of the Award Date, the Participant may not dispose of the Shares issued upon settlement of the PSUs, or otherwise offer the Shares to the public, prior to the six-month anniversary of the Award Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("*SFA*") and in accordance with the conditions of any other applicable provision of the SFA.

### ***Notifications***

**Securities Law Notification.** The PSUs are being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA, are exempt from the prospectus and registration requirements under the SFA and are not made with a view to the PSUs or the underlying Shares being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Director Notification Requirement.** If the Participant is a director (including an alternate, associate, substitute or shadow director) of a Singapore Subsidiary or Affiliate, the Participant must notify the Singapore Subsidiary or Affiliate in writing within two business days of (i) becoming the registered holder of or acquiring an interest (*e.g.*, PSUs, Shares) in the Corporation or any Subsidiary or Affiliate, or becoming a director (as the case may be), or (ii) any change in a previously disclosed interest (*e.g.*, sale of Shares). These notification requirements apply regardless of whether the director is resident of or employed in Singapore.

## **SOUTH AFRICA**

### ***Terms and Conditions***

**Taxes.** The following provision supplements Section 6 ("Taxes and Withholding") of the Performance Stock Unit Agreement:

By accepting the PSUs, the Participant agrees that, immediately upon settlement of the PSUs, the Participant will notify the Employer of the amount of any gain realized at vesting. The Participant will be

solely responsible for paying any difference between the actual liability for Tax-Related Items and the amount withheld.

Deemed Acceptance of PSUs. Pursuant to Section 96 of Companies Act 71 of 2008 (the "**Companies Act**"), the PSU offer must be finalized within six months following the date the offer is communicated to the Participant. If the Participant does not want to accept the PSU award, the Participant is required to decline the award no later than six months following the date the offer is communicated to the Participant. If the Participant does not reject the PSU award within six months following the date the offer is communicated to the Participant, the Participant will be deemed to accept the PSUs.

### ***Notifications***

Securities Notification. Neither the PSUs nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

Exchange Control Notification. Because exchange control regulations are subject to frequent change, sometimes without notice, the Participant should consult his or her personal legal advisor prior to the settlement of the PSUs to ensure compliance with current regulations. The Participant is solely responsible for ensuring compliance with all exchange control laws in South Africa.

## **SOUTH KOREA**

### ***Notifications***

Foreign Asset/Account Reporting Notification. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during the calendar year.

## **SPAIN**

### ***Terms and Conditions***

Nature of Award. This provision supplements Section 8 ("Nature of Award") of the Performance Stock Unit Agreement:

By accepting the PSUs, the Participant consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Participant understands that the Corporation has unilaterally, gratuitously and discretionally decided to grant PSUs under the Plan to individuals who may be Eligible Individuals throughout the world. This decision is a limited decision that is entered into upon the express assumption and condition that any grant will not bind the Corporation or any of its Subsidiaries or Affiliates other than as expressly set forth in the Agreement. Consequently, the Participant understands that the PSUs are granted on the assumption and condition that the PSUs and any Shares issued upon vesting of the PSUs are not a part of any employment or service contract (either with the Corporation or any of its Subsidiaries or Affiliates) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever.

Further, the Participant understands and agrees that, unless otherwise expressly provided for by the Corporation or set forth in the Plan or the Agreement, any unvested PSUs will be cancelled without entitlement to any Shares underlying the PSUs if the Participant's status as an Eligible Individual is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*,

subject to a "*despido improcedente*"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985. The Corporation, in its sole discretion, shall determine the date when the Participant's status as an Eligible Individual has terminated for purposes of the PSUs.

In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of, or right to, the PSUs shall be null and void.

### ***Notifications***

**Securities Law Notification.** No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of PSUs under the Plan. Neither the Plan nor the Agreement (which includes this Appendix) have been nor will be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and they do not constitute a public offering prospectus.

**Foreign Asset/Account Reporting Notification.** Rights or assets held outside of Spain (*e.g.*, Shares or cash held in a foreign bank or brokerage account) with a value in excess of €50,000 per type of right or asset (*e.g.*, Shares, cash, etc.) as of December 31, must be reported on an annual tax return. After such rights and/or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. For purposes of this requirement, shares of Common Stock acquired under the Plan or other equity programs offered by the Corporation constitute assets, but unvested rights (*e.g.*, PSUs, etc.) are not considered assets or rights.

**Share Reporting Requirement.** The acquisition, ownership and disposition of shares in a foreign company (including Shares acquired under the Plan) must be declared for statistical purposes to the *Dirección General de Comercio e Inversiones* (the "***DGCI***"), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be filed in January for Shares owned as of December 31 of each year; however, if the value of the Shares acquired or the amount of the sale proceeds exceeds €1,502,530, the declaration must be filed within one month of the acquisition or sale, as applicable. The Participant should consult with his or her personal advisor to determine his or her obligations in this respect.

**Foreign Assets and Transaction Reporting.** Any foreign accounts (including brokerage accounts held abroad), any foreign instruments (*e.g.*, Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to the Participant by the Corporation or a U.S. broker), may need to be declared electronically to the Bank of Spain if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1,000,000. Once the €1,000,000 threshold has been surpassed in either respect, the Participant will generally be required to report all of his or her foreign accounts, foreign instruments and transactions with non-Spanish residents, even if the relevant threshold has not been crossed for an individual item. The Participant will generally only be required to report on an annual basis (by January 20 of each year); however, if the balances in the Participant's foreign accounts together with value of his or her foreign instruments or the volume of transactions with non-Spanish residents exceed €100,000,000, more frequent reporting will be required.

## **SRI LANKA**

### ***Terms and Conditions***

Settlement of PSUs. Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due to exchange control regulations in Sri Lanka, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

## SWEDEN

### *Terms and Conditions*

Taxes and Withholding. The following provision supplements Section 6 ("Taxes and Withholding") of the Performance Stock Unit Agreement:

Without limiting the Corporation's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 6 of the Performance Stock Unit Agreement, in accepting the grant of the PSUs, the Participant authorizes the Corporation and/or the Employer to withhold Shares or to sell Shares otherwise deliverable to the Participant upon vesting and settlement of the PSUs in order to satisfy Tax-Related Items, regardless of whether the Corporation and/or the Employer has an obligation to withhold such Tax-Related Items.

## SWITZERLAND

### *Notifications*

Securities Law Notification. Neither this document nor any other materials relating to the PSUs (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("**FinSA**") (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Corporation or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority FINMA.

## TAIWAN

### *Notifications*

Securities Law Notification. The offer of participation in the Plan is available only for employees of the Corporation and its Subsidiaries and Affiliates. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Notification. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of Shares the receipt of dividend equivalents and the receipt of any dividends paid on such Shares) into Taiwan up to US\$5,000,000 per year without justification. If the transaction amount is TWD\$500,000 or more in a single transaction, a Foreign Exchange Transaction Form must be submitted, along with supporting documentation, to the satisfaction of the remitting bank. The Participant should consult a personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## THAILAND

## ***Notifications***

**Exchange Control Notification.** Thai residents realizing US\$200,000 or more of cash proceeds in a single transaction from the sale of Shares, from the receipt of dividend equivalents or from dividends paid on such Shares must immediately repatriate all cash proceeds to Thailand and convert such proceeds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The inward remittance must also be reported to the Bank of Thailand on a foreign exchange transaction form. Failure to comply with these obligations may result in penalties assessed by the Bank of Thailand. The Participant should consult a personal advisor prior to taking any action with respect to the remittance of proceeds into Thailand. The Participant is responsible for ensuring compliance with all exchange control laws in Thailand.

## **TURKEY**

### ***Notifications***

**Securities Law Notification.** PSUs are made available only to employees of the Corporation and its Subsidiaries and Affiliates, and the offer of participation in the Plan is a private offering. The grant of PSUs and issuances of Shares takes place outside of Turkey. Further, the sale of Shares acquired under the Plan must occur outside of Turkey. The Shares are currently traded on the Nasdaq Global Select Market in the United States and Shares may be sold on this exchange.

**Exchange Control Notification.** Pursuant to Decree No. 32 on the Protection of the Value of the Turkish Currency and Communiqué No. 2008-32/34 on Decree No. 32, any activity related to investments in foreign securities (*e.g.*, the sale of Shares) must be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. It is solely the Participant's responsibility to comply with this requirement. The Participant should contact a personal legal advisor for further information regarding these obligations.

## **UNITED ARAB EMIRATES**

### ***Notifications***

**Securities Law Notification.** Participation in the Plan is being offered only to Eligible Individuals and is in the nature of providing equity incentives to employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Eligible Individuals and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If the Participant does not understand the contents of the Plan or the Agreement, the Participant should consult an authorized financial adviser.

The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Taxes and Withholding.** The following provision supplements Section 6 ("Taxes and Withholding") of the Performance Stock Unit Agreement:

Without limitation to Section 6 of the Performance Stock Unit Agreement, the Participant agrees that the Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Corporation or the Employer or by Her Majesty's Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Corporation and the Employer against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or an executive officer of the Corporation (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), the Participant acknowledges that he or she may not be able to indemnify the Corporation or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute an additional benefit to the Participant on which additional income tax and National Insurance Contributions may be payable. The Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Corporation or the Employer (as appropriate) for the value of any employee National Insurance Contributions due on this additional benefit, which the Corporation or the Employer may recover from the Participant by any of the means referred to in the Plan or Section 6 of the Performance Stock Unit Agreement.

#### **UNITED STATES**

There are no country-specific provisions.

#### **VIETNAM**

#### ***Terms and Conditions***

**Settlement of PSUs.** Notwithstanding Section 1(d) ("Award, Vesting and Settlement of PSUs") of the Performance Stock Unit Agreement, due to exchange control regulations in Vietnam, the Participant is not entitled to receive any Shares upon settlement of the PSUs. Instead, the Participant will receive through local payroll a cash payment equal to the fair market value of the Shares subject to the vested PSUs, subject to any obligation to satisfy Tax-Related Items. Any references to the issuance of Shares shall not apply to the Participant.

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**Certification**

I, Barry Diller, Chairman and Senior Executive of Expedia Group, Inc., certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A to the annual report on Form 10-K of Expedia Group, Inc. for the year ended December 31, 2019; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 29, 2020

/s/ Barry Diller

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Barry Diller

*Chairman and Senior Executive*

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**Certification**

I, Peter M. Kern, Vice Chairman and Chief Executive Officer of Expedia Group, Inc., certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A to the annual report on Form 10-K of Expedia Group, Inc. for the year ended December 31, 2019; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 29, 2020

/s/ Peter M. Kern

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Peter M. Kern

*Vice Chairman and Chief Executive Officer*

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**Certification**

I, Eric Hart, Chief Financial Officer (Principal Financial Officer) of Expedia Group, Inc., certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A to the annual report on Form 10-K of Expedia Group, Inc. for the year ended December 31, 2019; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 29, 2020

/s/ Eric Hart

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Eric Hart

*Chief Financial Officer*