

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

**FORM 10-Q**

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

For the quarterly period ended March 31, 2024

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)  
**(206) 481-7200**  
(Registrant's telephone number, including area code)

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

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

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

Large accelerated filer	<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

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

The number of shares outstanding of each of the registrant's classes of common stock as of April 19, 2024 was:

Common stock, \$0.0001 par value per share	127,224,287 shares
Class B common stock, \$0.0001 par value per share	5,523,452 shares

**Expedia Group, Inc.**  
**Form 10-Q**  
**For the Quarter Ended March 31, 2024**  
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**Part I. Item 1. Consolidated Financial Statements**

**EXPEDIA GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In millions, except share and per share data)  
(Unaudited)

	Three months ended March 31,	
	2024	2023
Revenue	\$ 2,889	\$ 2,665
Costs and expenses:		
Cost of revenue (exclusive of depreciation and amortization shown separately below) <sup>(1)</sup>	358	414
Selling and marketing - direct	1,650	1,487
Selling and marketing - indirect <sup>(1)</sup>	186	187
Technology and content <sup>(1)</sup>	341	317
General and administrative <sup>(1)</sup>	186	184
Depreciation and amortization	210	192
Legal reserves, occupancy tax and other	20	5
Restructuring and related reorganization charges	48	—
Operating loss	(110)	(121)
Other income (expense):		
Interest income	51	43
Interest expense	(62)	(61)
Other, net	(34)	78
Total other income (expense), net	(45)	60
Loss before income taxes	(155)	(61)
Provision for income taxes	19	(79)
Net loss	(136)	(140)
Net (income) loss attributable to non-controlling interests	1	(5)
<b>Net loss attributable to Expedia Group, Inc.</b>	<b>\$ (135)</b>	<b>\$ (145)</b>
<b>Loss per share attributable to Expedia Group, Inc. available to common stockholders:</b>		
Basic	\$ (0.99)	\$ (0.95)
Diluted	(0.99)	(0.95)
<b>Shares used in computing earnings (loss) per share (000's):</b>		
Basic	135,501	152,477
Diluted	135,501	152,477

(1) Includes stock-based compensation as follows:

Cost of revenue	\$ 2	\$ 3
Selling and marketing	19	20
Technology and content	40	34
General and administrative	43	46

*See accompanying notes.*

**EXPEDIA GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(In millions)  
(Unaudited)

	Three months ended March 31,	
	2024	2023
Net loss	\$ (136)	\$ (140)
Currency translation adjustments, net of tax <sup>(1)</sup>	(15)	28
Comprehensive loss	(151)	(112)
Less: Comprehensive income (loss) attributable to non-controlling interests	(3)	10
Comprehensive loss attributable to Expedia Group, Inc.	\$ (148)	\$ (122)

(1) Currency translation adjustments include tax benefit of less than \$1 million for the three months ended March 31, 2024 and tax benefit of approximately \$1 million for the three months ended March 31, 2023 primarily associated with net investment hedges.

*See accompanying notes.*

**EXPEDIA GROUP, INC.**  
**CONSOLIDATED BALANCE SHEETS**

(In millions, except number of shares, which are reflected in thousands, and par value)

	March 31, 2024	December 31, 2023
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 5,686	\$ 4,225
Restricted cash and cash equivalents	1,936	1,436
Short-term investments	26	28
Accounts receivable, net of allowance of \$52 and \$46	3,750	2,786
Income taxes receivable	56	47
Prepaid expenses and other current assets	894	708
<b>Total current assets</b>	<b>12,348</b>	<b>9,230</b>
Property and equipment, net	2,353	2,359
Operating lease right-of-use assets	341	357
Long-term investments and other assets	1,245	1,238
Deferred income taxes	621	586
Intangible assets, net	1,006	1,023
Goodwill	6,847	6,849
<b>TOTAL ASSETS</b>	<b>\$ 24,761</b>	<b>\$ 21,642</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable, merchant	\$ 1,948	\$ 2,041
Accounts payable, other	1,207	1,077
Deferred merchant bookings	11,392	7,723
Deferred revenue	177	164
Income taxes payable	25	26
Accrued expenses and other current liabilities	816	752
<b>Total current liabilities</b>	<b>15,565</b>	<b>11,783</b>
Long-term debt	6,256	6,253
Deferred income taxes	31	33
Operating lease liabilities	301	314
Other long-term liabilities	472	473
Commitments and contingencies		
Stockholders' equity:		
Common stock: \$.0001 par value; Authorized shares: 1,600,000	—	—
Shares issued: 283,225 and 282,149; Shares outstanding: 128,007 and 131,522		
Class B common stock: \$.0001 par value; Authorized shares: 400,000	—	—
Shares issued: 12,800 and 12,800; Shares outstanding: 5,523 and 5,523		
Additional paid-in capital	15,550	15,398
Treasury stock - Common stock and Class B, at cost; Shares 162,495 and 157,903	(13,671)	(13,023)
Retained earnings (deficit)	(767)	(632)
Accumulated other comprehensive income (loss)	(222)	(209)
<b>Total Expedia Group, Inc. stockholders' equity</b>	<b>890</b>	<b>1,534</b>
Non-redeemable non-controlling interests	1,246	1,252
<b>Total stockholders' equity</b>	<b>2,136</b>	<b>2,786</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 24,761</b>	<b>\$ 21,642</b>

See accompanying notes.

**EXPEDIA GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(In millions, except share and per share data)  
(Unaudited)

<b>Three months ended March 31, 2023</b>	Common stock		Class B common stock		Additional paid-in capital	Treasury stock - Common and Class B		Retained earnings (deficit)	Accumulated other comprehensive income (loss)	Non-redeemable non-controlling interest	Total
	Shares	Amount	Shares	Amount		Shares	Amount				
Balance as of December 31, 2022	278,264,235	\$ —	12,799,999	\$ —	\$ 14,795	137,783,429	\$ (10,869)	\$ (1,409)	\$ (234)	\$ 1,445	\$ 3,728
Net income (loss)								(145)		5	(140)
Other comprehensive income, net of taxes									23	5	28
Proceeds from exercise of equity instruments and employee stock purchase plans	832,904	—			29						29
Treasury stock activity related to vesting of equity instruments						184,647	(21)				(21)
Common stock repurchases						4,321,273	(448)				(448)
Other changes in ownership of non-controlling interests										3	3
Stock-based compensation expense					114						114
Other					—		(3)				(3)
Balance as of March 31, 2023	<u>279,097,139</u>	<u>\$ —</u>	<u>12,799,999</u>	<u>\$ —</u>	<u>\$ 14,938</u>	<u>142,289,349</u>	<u>\$ (11,341)</u>	<u>\$ (1,554)</u>	<u>\$ (211)</u>	<u>\$ 1,458</u>	<u>\$ 3,290</u>
<b>Three months ended March 31, 2024</b>	Common stock		Class B common stock		Additional paid-in capital	Treasury stock - Common and Class B		Retained earnings (deficit)	Accumulated other comprehensive income (loss)	Non-redeemable non-controlling interest	Total
	Shares	Amount	Shares	Amount		Shares	Amount				
Balance as of December 31, 2023	282,148,576	\$ —	12,799,999	\$ —	\$ 15,398	157,902,985	\$ (13,023)	\$ (632)	\$ (209)	\$ 1,252	\$ 2,786
Net loss								(135)		(1)	(136)
Other comprehensive loss, net of taxes									(13)	(2)	(15)
Proceeds from exercise of equity instruments and employee stock purchase plans	1,076,496	—			32						32
Withholding taxes for stock options					(2)						(2)
Treasury stock activity related to vesting of equity instruments						271,780	(37)				(37)
Common stock repurchases						4,319,981	(606)				(606)
Other changes in ownership of non-controlling interests					4					(3)	1
Stock-based compensation expense					118						118
Other					—		(5)				(5)
Balance as of March 31, 2024	<u>283,225,072</u>	<u>\$ —</u>	<u>12,799,999</u>	<u>\$ —</u>	<u>\$ 15,550</u>	<u>162,494,746</u>	<u>\$ (13,671)</u>	<u>\$ (767)</u>	<u>\$ (222)</u>	<u>\$ 1,246</u>	<u>\$ 2,136</u>

*See accompanying notes.*

**EXPEDIA GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(In millions)  
(Unaudited)

	Three months ended March 31,	
	2024	2023
<b>Operating activities:</b>		
Net loss	\$ (136)	\$ (140)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation of property and equipment, including internal-use software and website development	195	177
Amortization of intangible assets	15	15
Amortization of stock-based compensation	104	103
Deferred income taxes	(38)	(57)
Foreign exchange (gain) loss on cash, restricted cash and short-term investments, net	30	(8)
Realized (gain) loss on foreign currency forwards, net	41	(12)
(Gain) loss on minority equity investments, net	9	(1)
Other, net	10	14
Changes in operating assets and liabilities:		
Accounts receivable	(974)	(456)
Prepaid expenses and other assets	(171)	(293)
Accounts payable, merchant	(93)	(178)
Accounts payable, other, accrued expenses and other liabilities	219	79
Tax payable/receivable, net	(1)	29
Deferred merchant bookings	3,669	3,885
<b>Net cash provided by operating activities</b>	<b>2,879</b>	<b>3,157</b>
<b>Investing activities:</b>		
Capital expenditures, including internal-use software and website development	(177)	(233)
Purchases of investments	(69)	—
Sales and maturities of investments	43	5
Other, net	(37)	33
<b>Net cash used in investing activities</b>	<b>(240)</b>	<b>(195)</b>
<b>Financing activities:</b>		
Purchases of treasury stock	(643)	(469)
Proceeds from exercise of equity awards and employee stock purchase plan	32	29
Other, net	(20)	3
<b>Net cash used in financing activities</b>	<b>(631)</b>	<b>(437)</b>
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(47)	11
<b>Net increase in cash, cash equivalents and restricted cash and cash equivalents</b>	<b>1,961</b>	<b>2,536</b>
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	5,661	5,851
<b>Cash, cash equivalents and restricted cash and cash equivalents at end of period</b>	<b>\$ 7,622</b>	<b>\$ 8,387</b>
<b>Supplemental cash flow information</b>		
Cash paid for interest	\$ 82	\$ 81
Income tax payments, net	26	34

*See accompanying notes.*

**Notes to Consolidated Financial Statements**

**March 31, 2024**

**(Unaudited)**

**Note 1 – Basis of Presentation**

***Description of Business***

Expedia Group, Inc. and its subsidiaries provide travel products and services to leisure and corporate travelers in the United States and abroad as well as various media and advertising offerings to travel and non-travel advertisers. These travel products and services are offered through a diversified portfolio of brands including: Brand Expedia®, Hotels.com®, Expedia® Partner Solutions, Vrbo®, trivago®, Orbitz®, Travelocity®, Hotwire®, Wotif®, ebookers®, CheapTickets®, Expedia Group™ Media Solutions, CarRentals.com™ and Expedia Cruises™. In addition, many of these brands have related international points of sale. We refer to Expedia Group, Inc. and its subsidiaries collectively as “Expedia Group,” the “Company,” “us,” “we” and “our” in these consolidated financial statements.

***Basis of Presentation***

These accompanying financial statements present our results of operations, financial position and cash flows on a consolidated basis. The unaudited consolidated financial statements include Expedia Group, Inc., our wholly-owned subsidiaries, and entities we control, or in which we have a variable interest and are the primary beneficiary of expected cash profits or losses. We record our investments in entities that we do not control, but over which we have the ability to exercise significant influence, using the equity method or at fair value. We have eliminated significant intercompany transactions and accounts.

We have prepared the accompanying unaudited consolidated financial statements in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim financial reporting. We have included all adjustments necessary for a fair presentation of the results of the interim period. These adjustments consist of normal recurring items. Our interim unaudited consolidated financial statements are not necessarily indicative of results that may be expected for any other interim period or for the full year. These interim unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2023 (“2023 Form 10-K”), previously filed with the Securities and Exchange Commission (“SEC”). trivago is a separately listed company on the Nasdaq Global Select Market and, therefore is subject to its own reporting and filing requirements, which could result in possible differences that are not expected to be material to Expedia Group.

***Accounting Estimates***

We use estimates and assumptions in the preparation of our interim unaudited consolidated financial statements in accordance with GAAP. Our estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of our interim unaudited consolidated financial statements. These estimates and assumptions also affect the reported amount of net income or loss during any period. Our actual financial results could differ significantly from these estimates. The significant estimates underlying our interim unaudited consolidated financial statements include revenue recognition; recoverability of current and long-lived assets, intangible assets and goodwill; income and transactional taxes, such as potential settlements related to occupancy and excise taxes; loss contingencies; deferred loyalty rewards; stock-based compensation; accounting for derivative instruments and provisions for credit losses, customer refunds and chargebacks.

***Reclassifications***

We have reclassified prior period financial statements to conform to the current period presentation.

***Seasonality***

We generally experience seasonal fluctuations in the demand for our travel services. For example, traditional leisure travel bookings are generally the highest in the first three quarters as travelers plan and book their spring, summer and winter holiday travel. The number of bookings typically decreases in the fourth quarter. Since revenue for most of our travel services, including merchant and agency hotel, is recognized as the travel takes place rather than when it is booked, revenue typically lags bookings by several weeks for our hotel business and can be several months or more for our alternative accommodations business. Historically, Vrbo has seen seasonally stronger bookings in the first quarter of the year, with the relevant stays occurring during the peak summer travel months. The seasonal revenue impact is exacerbated with respect to income by the nature of our variable cost of revenue and direct sales and marketing costs, which we typically realize in closer alignment to



booking volumes, and the more stable nature of our fixed costs. As a result on a consolidated basis, revenue and income are typically the lowest in the first quarter and highest in the third quarter.

## Note 2 – Summary of Significant Accounting Policies

### *Recent Accounting Policies Not Yet Adopted*

In November 2023, the Financial Accounting Standards Board ("FASB") issued new guidance that modifies the disclosure and presentation requirements of reportable segments. The new guidance requires the disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit and loss. In addition, the new guidance enhances interim disclosure requirements, clarifies circumstances in which an entity can disclose multiple segment measures of profit or loss, provides new segment disclosure requirements for entities with a single reportable segment, and contains other disclosure requirements. The update is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We are in the process of evaluating the impact of adopting this new guidance on our consolidated financial statement disclosures.

In December 2023, the FASB issued new guidance to improve its income tax disclosure requirements. Under the new guidance, public business entities must annually (1) disclose specific categories in the rate reconciliation and (2) provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than 5 percent of the amount computed by multiplying pretax income (loss) by the applicable statutory income tax rate). The new guidance is effective for public business entities for annual periods beginning after December 15, 2024. We are in the process of evaluating the impact of adopting this new guidance on our consolidated financial statement disclosures.

In March 2024, the SEC adopted final rules requiring public entities to provide certain climate-related information in their registration statements and annual reports (Climate Rules). As part of the disclosures, entities will be required to quantify certain effects of severe weather events and other natural conditions in a note to their audited financial statements. In April 2024, the SEC issued an order staying the implementation of the Climate Rules pending completion of judicial review of consolidated changes to the rules by the Court of Appeals for the Eight Circuit. We continue to monitor developments and evaluate the potential impact of the Climate Rules on our consolidated financial statement disclosures.

### *Significant Accounting Policies*

Below are the significant accounting policies with interim disclosure requirements. For a comprehensive description of our accounting policies, refer to our 2023 Form 10-K.

#### *Revenue*

*Prepaid Merchant Bookings.* We classify payments made to suppliers in advance of Vrbo performance obligations as prepaid merchant bookings included within prepaid and other current assets. Prepaid merchant bookings was \$493 million as of March 31, 2024 and \$365 million as of December 31, 2023.

*Deferred Merchant Bookings.* We classify cash payments received in advance of our performance obligations as deferred merchant bookings. At December 31, 2023, \$6.9 billion of advance cash payments was reported within deferred merchant bookings, \$3.9 billion of which was recognized resulting in \$555 million of revenue during the three months ended March 31, 2024. At March 31, 2024, the related balance was \$10.5 billion.

At December 31, 2023, \$871 million of deferred loyalty rewards was reported within deferred merchant bookings, \$198 million of which was recognized within revenue during the three months ended March 31, 2024. At March 31, 2024, the related balance was \$875 million.

*Deferred Revenue.* At December 31, 2023, \$164 million was recorded as deferred revenue, \$76 million of which was recognized as revenue during the three months ended March 31, 2024. At March 31, 2024, the related balance was \$177 million.

*Practical Expedients and Exemptions.* We have used the portfolio approach to account for our loyalty points as the rewards programs share similar characteristics within each program in relation to the value provided to the traveler and their breakage patterns. Using this portfolio approach is not expected to differ materially from applying the guidance to individual contracts. However, we will continue to assess and refine, if necessary, how a portfolio within each rewards program is defined.

**Notes to Consolidated Financial Statements – (Continued)**

We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

***Cash, Restricted Cash, and Cash Equivalents***

Our cash and cash equivalents include cash and liquid financial instruments, including money market funds and term deposit investments, with maturities of three months or less when purchased. Restricted cash includes cash and cash equivalents that is restricted through legal contracts, regulations or our intention to use the cash for a specific purpose. Our restricted cash primarily relates to certain traveler deposits and to a lesser extent collateral for office leases. The following table reconciles cash, cash equivalents and restricted cash reported in our consolidated balance sheets to the total amount presented in our consolidated statements of cash flows:

	March 31, 2024	December 31, 2023
	(in millions)	
Cash and cash equivalents	\$ 5,686	\$ 4,225
Restricted cash and cash equivalents	1,936	1,436
Total cash, cash equivalents and restricted cash and cash equivalents in the consolidated statements of cash flows	<u>\$ 7,622</u>	<u>\$ 5,661</u>

***Accounts Receivable and Allowances***

Accounts receivable are generally due within thirty days and are recorded net of an allowance for expected uncollectible amounts. We consider accounts outstanding longer than the contractual payment terms as past due. The risk characteristics we generally review when analyzing our accounts receivable pools primarily include the type of receivable (for example, credit card vs hotel collect), collection terms and historical or expected credit loss patterns. For each pool, we make estimates of expected credit losses for our allowance by considering a number of factors, including the length of time trade accounts receivable are past due, previous loss history continually updated for new collections data, the credit quality of our customers, current economic conditions, reasonable and supportable forecasts of future economic conditions and other factors that may affect our ability to collect from customers. The provision for estimated credit losses is recorded as cost of revenue in our consolidated statements of operations. During the three months ended March 31, 2024, we recorded approximately \$9 million of incremental allowance for expected uncollectible accounts, offset by \$3 million of write-offs.

**Note 3 – Fair Value Measurements**

Financial assets and liabilities measured at fair value on a recurring basis as of March 31, 2024 are classified using the fair value hierarchy in the table below:

	Total	Level 1	Level 2
	(In millions)		
<b>Assets</b>			
<b>Cash equivalents:</b>			
Money market funds	\$ 554	\$ 554	\$ —
Term deposits	107	—	107
<b>Derivatives:</b>			
Cross-currency interest rate swaps	13	—	13
<b>Investments:</b>			
Equity investments	575	575	—
Corporate debt securities	69	—	69
<b>Total assets</b>	<u>\$ 1,318</u>	<u>\$ 1,129</u>	<u>\$ 189</u>
<b>Liabilities</b>			
<b>Derivatives:</b>			
Foreign currency forward contracts	\$ 15	\$ —	\$ 15

**Notes to Consolidated Financial Statements – (Continued)**

Financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 are classified using the fair value hierarchy in the table below:

	Total	Level 1	Level 2
	(In millions)		
<b>Assets</b>			
<b>Cash equivalents:</b>			
Money market funds	\$ 168	\$ 168	\$ —
Term deposits	71	—	71
<b>Derivatives:</b>			
Cross-currency interest rate swaps	8	—	8
<b>Investments:</b>			
Term deposits	28	—	28
Equity investments	584	584	—
<b>Total assets</b>	<b>\$ 859</b>	<b>\$ 752</b>	<b>\$ 107</b>
<b>Liabilities</b>			
<b>Derivatives:</b>			
Foreign currency forward contracts	\$ 9	\$ —	\$ 9

We classify our cash equivalents and investments within Level 1 and Level 2 as we value our cash equivalents and investments using quoted market prices or alternative pricing sources and models utilizing market observable inputs. Valuation of the foreign currency forward contracts is based on foreign currency exchange rates in active markets, a Level 2 input. Valuation of the cross-currency interest rate swaps is based on foreign currency exchange rates and the current interest rate curve, Level 2 inputs.

We hold term deposit investments with financial institutions. Term deposits with original maturities of less than three months are classified as cash equivalents. Those with remaining maturities of less than one year are classified within short-term investments and those with remaining maturities of greater than one year are classified within long-term investments and other assets.

As of March 31, 2024 and December 31, 2023, our cash and cash equivalents consisted primarily of term deposits and money market funds with maturities of three months or less and bank account balances.

We invest in investment grade corporate debt securities, all of which are classified as available-for-sale. As of March 31, 2024, we had \$26 million of short-term and \$43 million of long-term available-for-sale investments. The amortized cost basis of the investments approximated their fair value with gross unrealized gains and losses of less than \$1 million.

We use foreign currency forward contracts to economically hedge certain merchant revenue exposures, foreign denominated liabilities related to certain of our loyalty programs and our other foreign currency-denominated operating liabilities. As of March 31, 2024, we were party to outstanding forward contracts hedging our liability exposures with a total net notional value of \$5.4 billion. We had a net forward liability of \$15 million (\$26 million gross forward liability) as of March 31, 2024 and a net forward liability of \$9 million (\$28 million gross forward liability) as of December 31, 2023 both recorded in accrued expenses and other current liabilities. We recorded \$(46) million and \$20 million in net gains (losses) from foreign currency forward contracts during the three months ended March 31, 2024 and 2023.

We maintain two fixed-to-fixed cross-currency interest rate swaps with an aggregate notional amount of €300 million and maturity dates of February 2026. The swaps were designated as net investment hedges of Euro assets with the objective to protect the U.S. dollar value of our net investments in the Euro foreign operations due to movements in foreign currency. The fair value of the cross-currency interest rate swaps was a \$13 million asset as of March 31, 2024 and a \$8 million asset as of December 31, 2023, recorded in long-term investments and other assets. The gain recognized in interest expense was \$1 million during the three months ended March 31, 2024 and 2023.

Our equity investments include our marketable equity investments in Despegar and Global Business Travel Group, Inc., both publicly traded companies, which are included in long-term investments and other assets in our consolidated balance sheets. During the three months ended March 31, 2024 and 2023, we recognized net gains (losses) of approximately \$(9) million and \$1 million within other, net in our consolidated statements of operations related to the fair value changes of these equity investments.

**Notes to Consolidated Financial Statements – (Continued)**
**Assets Measured at Fair Value on a Non-recurring Basis**

Our non-financial assets, such as goodwill, intangible assets and property and equipment, as well as equity method investments for which we have not elected the fair value option, are adjusted to fair value when an impairment charge is recognized or the underlying investment is sold. Such fair value measurements are based predominately on Level 3 inputs. We measure our minority investments that do not have readily determinable fair values at cost less impairment, adjusted by observable price changes with changes recorded within other, net on our consolidated statements of operations.

*Minority Investments without Readily Determinable Fair Values.* As of March 31, 2024 and December 31, 2023, the carrying values of our minority investments without readily determinable fair values totaled \$315 million and \$330 million. During the three months ended March 31, 2024, we sold a minority investment for \$15 million and recognized an immaterial gain on the transaction. During the three months ended March 31, 2023, we had no material gains or losses recognized related to these minority investments. As of March 31, 2024, total cumulative adjustments made to the initial cost basis of these investments included \$105 million in unrealized downward adjustments (including impairments).

**Note 4 – Debt**

The following table sets forth our outstanding debt:

	March 31, 2024	December 31, 2023
	(In millions)	
6.25% senior notes due 2025	\$ 1,040	\$ 1,039
5.0% senior notes due 2026	748	748
0% convertible senior notes due 2026	993	993
4.625% senior notes due 2027	747	746
3.8% senior notes due 2028	996	996
3.25% senior notes due 2030	1,239	1,238
2.95% senior notes due 2031	493	493
Long-term debt <sup>(1)</sup>	<u>\$ 6,256</u>	<u>\$ 6,253</u>

(1) Net of applicable discounts and debt issuance costs.

**Long-term Debt**

Additional information about our \$1 billion aggregate principal amount of unsecured 0% convertible senior notes due 2026 (the “Convertible Notes”) and our other outstanding senior notes (collectively the “Senior Notes”), see Note 7 – Debt of the Notes to Consolidated Financial Statements in our 2023 Form 10-K.

All of our outstanding Senior Notes are senior unsecured obligations issued by Expedia Group and guaranteed by certain domestic Expedia Group subsidiaries. The Senior Notes rank equally in right of payment with all of our existing and future unsecured and unsubordinated obligations of Expedia Group and the guarantor subsidiaries. In addition, the Senior Notes include covenants that limit our ability to (i) create certain liens, (ii) enter into sale/leaseback transactions and (iii) merge or consolidate with or into another entity or transfer substantially all of our assets. The Senior Notes are redeemable in whole or in part, at the option of the holders thereof, upon the occurrence of certain change of control triggering events at a purchase price in cash equal to 101% of the principal plus accrued and unpaid interest. Accrued interest related to the Senior Notes was \$48 million and \$73 million as of March 31, 2024 and December 31, 2023.

*Estimated Fair Value.* The total estimated fair value of our Senior Notes was approximately \$5.0 billion and \$5.1 billion as of March 31, 2024 and December 31, 2023. Additionally, the estimated fair value of the Convertible Notes was \$926 million and \$953 million as of March 31, 2024 and December 31, 2023. The fair value was determined based on quoted market prices in less active markets and is categorized according as Level 2 in the fair value hierarchy.

**Credit Facility**

As of March 31, 2024, Expedia Group maintained a \$2.5 billion revolving credit facility that matures in April 2027. As of March 31, 2024 and December 31, 2023, we had no revolving credit facility borrowings outstanding. Loans under the revolving credit facility bear interest at a rate equal to an index rate plus a margin (a) in the case of term benchmark loans, ranging from 1.00% to 1.75% per annum, depending on Expedia Group’s credit ratings, and (b) in the case of base rate loans, ranging from 0.00% to 0.75% per annum, depending on Expedia Group’s credit ratings. A fee is payable quarterly in respect of undrawn commitments under the revolving credit facility at a rate ranging from 0.10% to 0.25% per annum, depending on Expedia

Group’s credit ratings. The terms of the revolving credit facility require Expedia Group to not exceed a specified maximum consolidated leverage ratio as of the end of each fiscal quarter.

The revolving credit facility has a \$120 million letter of credit (“LOC”) sublimit, and the amount of LOCs issued under the facility reduced the credit amount available. Outstanding stand-by LOCs issued under the facility were \$48 million and \$40 million as of March 31, 2024 and December 31, 2023, respectively.

## Note 5 – Stockholders’ Equity

### *Treasury Stock*

As of March 31, 2024, the Company’s treasury stock was comprised of approximately 155.2 million common stock and 7.3 million Class B shares. As of December 31, 2023, the Company’s treasury stock was comprised of approximately 150.6 million shares of common stock and 7.3 million Class B shares.

*Share Repurchase Programs.* In October 2023, the Executive Committee of the Board of Directors, pursuant to a delegation of authority from the Board, authorized a program to repurchase up to \$5 billion of our common stock (“2023 Share Repurchase Program”). During the three months ended March 31, 2024, we repurchased, through open market transactions, 4.3 million shares under the 2023 Share Repurchase Program for a total cost of \$606 million, excluding transaction costs and excise tax due under the Inflation Reduction Act of 2022, representing an average repurchase price of \$140.26 per share. As of March 31, 2024, \$4.2 billion remains authorized for repurchase under the 2023 Share Repurchase Program. Our 2023 Share Repurchase Program does not have fixed expiration dates and does not obligate the Company to acquire any specific number of shares. Under the program, shares may be repurchased in the open market or in privately negotiated transactions. The timing, manner, price and amount of any repurchases will be subject to the discretion of the Company and depend on a variety of factors, including the market price of Expedia Group’s common stock, general market and economic conditions, regulatory requirements and other business considerations. Subsequent to the end of the first quarter of 2024, we repurchased an additional 1.4 million shares for a total cost of \$180 million, excluding transaction costs and excise tax, representing an average purchase price of \$132.89 per share.

### *Stock-based Awards*

Stock-based compensation expense relates primarily to expense for restricted stock units (“RSUs”), performance stock units (“PSUs”) and stock options. As of March 31, 2024, we had stock-based awards outstanding representing approximately 13 million shares of our common stock, consisting of approximately 11 million RSUs and PSUs and options to purchase approximately 3 million shares of our common stock with a weighted average exercise price of \$146.55 and weighted average remaining life of 3.3 years.

Annual employee stock-based award grants typically occur during the first quarter of each year and generally vest over four years. During the three months ended March 31, 2024, we granted approximately 3.5 million RSUs and PSUs.

### *Accumulated Other Comprehensive Income (Loss)*

The balance of AOCI as of March 31, 2024 and December 31, 2023 was comprised of foreign currency translation adjustments. These translation adjustments include foreign currency transaction gains as of March 31, 2024 of \$10 million (\$13 million before tax) and \$6 million (\$8 million before tax) as of December 31, 2023 associated with our cross-currency interest rate swaps as described in Note 3 – Fair Value Measurements. Additionally, translation adjustments include foreign currency transaction losses of \$7 million (\$10 million before tax) as of both March 31, 2024 and December 31, 2023 associated with previously settled Euro-denominated notes that were designated as net investment hedges.

## Note 6 – Earnings (Loss) Per Share

Basic earnings per share is calculated using our weighted-average outstanding common shares. The earnings per share amounts are the same for common stock and Class B common stock because the holders of each class are legally entitled to equal per share distributions whether through dividends or in liquidation.

Diluted earnings per share is calculated using our weighted-average outstanding common shares including the dilutive effect of stock awards and common stock warrants as determined under the treasury stock method and of our Convertible Notes using the if-converted method. In periods when we recognize a net loss, we exclude the impact of outstanding stock awards and the potential share settlement impact related to our Convertible Notes from the diluted loss per share calculation as their inclusion would have an antidilutive effect. For the three months ended March 31, 2024, approximately 13 million shares from outstanding stock awards and approximately 4 million shares related to the potential share settlement impact related to our

Convertible Notes have been excluded from the calculations of diluted earnings per share attributable to common stockholders because their effect would have been antidilutive. For the three months ended March 31, 2023, approximately 14 million shares of outstanding stock awards and approximately 4 million shares related to the potential share settlement impact related to our Convertible Notes were excluded.

**Note 7 - Restructuring and Related Reorganization Charges**

In February 2024, we committed to restructuring actions to recalibrate resources as most of the Company's organizational and technological transformation is now completed, which have resulted in headcount reductions. As a result, we recognized \$48 million in restructuring and related reorganization charges during the three months ended March 31, 2024. The charges were predominately related to employee severance and benefit costs and approximately \$40 million was unpaid as of March 31, 2024. Based on current plans which are subject to change, we expect total reorganization charges in the remainder of 2024 in the range of approximately \$30 million to \$50 million. These costs could be higher or lower should we make additional decisions in future periods that impact our reorganization efforts.

**Note 8 – Income Taxes**

Our tax provision for interim periods is determined using an estimate of our annual effective tax rate. We record any changes affecting the estimated annual effective tax rate in the interim period in which the change occurs, including discrete items.

For the three months ended March 31, 2024, the effective tax rate was 12.4% measured against a pre-tax loss, compared to (128.5)% measured against a pre-tax loss for the three months ended March 31, 2023. The change in the effective tax rate quarter over quarter was due to prior period discrete tax effects of the TripAdvisor audit assessment, as described below.

We are subject to taxation in the United States and foreign jurisdictions. Our income tax filings are regularly examined by federal, state, and foreign tax authorities. During the fourth quarter of 2019, the Internal Revenue Service ("IRS") issued final adjustments related to transfer pricing with our foreign subsidiaries for our 2011 to 2013 tax years. The adjustments would increase our U.S. taxable income by \$696 million, which would result in federal income tax of approximately \$244 million, subject to interest. We do not agree with the position of the IRS. We have formally filed a protest for our 2011 to 2013 tax years. In the second quarter of 2024, IRS Appeals returned the case to Exam for further review. During the third quarter of 2023, the IRS issued final adjustments related to transfer pricing with our foreign subsidiaries for our 2014 to 2016 tax years. The adjustments would increase our U.S. taxable income by \$1.232 billion, which would result in federal income tax of approximately \$431 million, subject to interest. We do not agree with the position of the IRS and have formally filed a Mutual Agreement Procedure request. We are also under examination by the IRS for our 2017 to 2020 tax years.

On December 20, 2011, we completed a spin-off of TripAdvisor into a separate publicly traded corporation. Pursuant to the tax sharing agreement between Expedia Group and TripAdvisor, TripAdvisor is responsible for its potential income tax liabilities in connection with any consolidated income tax returns filed as a part of Expedia Group's consolidated income tax return prior to or in connection with the spin-off. TripAdvisor is required to indemnify Expedia Group for any such taxes, including interest, penalties, legal, and professional fees.

In 2023, TripAdvisor agreed in principle with the IRS to an assessed amount of \$120 million, inclusive of interest and state tax effects, for transfer pricing adjustments with its foreign subsidiaries for the 2009 through 2011 tax years. The assessment is a tax liability for tax years when TripAdvisor was part of Expedia Group's consolidated income tax return and is covered by the indemnification pursuant to the tax sharing agreement. In May 2023, Expedia Group received from the IRS the final assessment for the 2009 through 2011 tax years related to the TripAdvisor matter. Expedia Group remitted \$113 million in settlement payments to the IRS, as the primary obligor for this assessment, and received the reimbursement required from TripAdvisor in settlement of the indemnification receivable for this matter. During 2023, we recorded a total of \$67 million, including \$69 million during the first quarter of 2023, of additional income tax expense and a corresponding tax indemnification adjustment in other, net in our consolidated statements of operations representing the estimate of the incremental assessed payment to the IRS, including state tax effects.

**Note 9 – Commitments and Contingencies****Legal Proceedings**

In the ordinary course of business, we are a party to various lawsuits. Management does not expect these lawsuits to have a material impact on the liquidity, results of operations, or financial condition of Expedia Group. We also evaluate other potential contingent matters, including value-added tax, excise tax, sales tax, transient occupancy or accommodation tax and similar matters. We do not believe that the aggregate amount of liability that could be reasonably possible with respect to these

matters would have a material adverse effect on our financial results; however, litigation is inherently uncertain and the actual losses incurred in the event that our legal proceedings were to result in unfavorable outcomes could have a material adverse effect on our business and financial performance.

*Litigation Relating to Occupancy Taxes.* One hundred three lawsuits have been filed by or against cities, counties and states involving hotel occupancy and other taxes. Seven lawsuits are currently active. These lawsuits are in various stages and we continue to defend against the claims made in them vigorously. With respect to the principal claims in these matters, we believe that the statutes or ordinances at issue do not apply to us or the services we provide and, therefore, that we do not owe the taxes that are claimed to be owed. We believe that the statutes or ordinances at issue generally impose occupancy and other taxes on entities that own, operate or control hotels (or similar businesses) or furnish or provide hotel rooms or similar accommodations. To date, forty-nine of these lawsuits have been dismissed. Some of these dismissals have been without prejudice and, generally, allow the governmental entity or entities to seek administrative remedies prior to pursuing further litigation. Thirty-four dismissals were based on a finding that we and the other defendants were not subject to the local tax ordinance or that the local government lacked standing to pursue its claims. As a result of this litigation and other attempts by certain jurisdictions to levy such taxes, we have established a reserve for the potential settlement of issues related to hotel occupancy and other taxes, consistent with applicable accounting principles and in light of all current facts and circumstances, in the amount of \$46 million as of both March 31, 2024 and December 31, 2023. Our settlement reserve is based on our best estimate of probable losses and the ultimate resolution of these contingencies may be greater or less than the liabilities recorded. An estimate for a reasonably possible loss or range of loss in excess of the amount reserved cannot be made. Changes to the settlement reserve are included within legal reserves, occupancy tax and other in the consolidated statements of operations.

*Pay-to-Play.* Certain jurisdictions may assert that we are required to pay any assessed taxes prior to being allowed to contest or litigate the applicability of the ordinances. This prepayment of contested taxes is referred to as “pay-to-play.” Payment of these amounts is not an admission that we believe we are subject to such taxes and, even when such payments are made, we continue to defend our position vigorously. If we prevail in the litigation, for which a pay-to-play payment was made, the jurisdiction collecting the payment will be required to repay such amounts and also may be required to pay interest.

We are in various stages of inquiry or audit with various tax authorities, some of which, including in the City of Los Angeles regarding hotel occupancy taxes, may impose a pay-to-play requirement to challenge an adverse inquiry or audit result in court.

*Matters Relating to International VAT.* We are in various stages of inquiry or audit in multiple European Union jurisdictions regarding the application of VAT to our European Union related transactions. While we believe we comply with applicable VAT laws, rules and regulations in the relevant jurisdictions, the tax authorities may determine that we owe additional taxes. In certain jurisdictions, including the United Kingdom, we may be required to “pay-to-play” any VAT assessment prior to contesting its validity. While we believe that we will be successful based on the merits of our positions with regard to audits in pay-to-play jurisdictions, it is nevertheless reasonably possible that we could be required to pay any assessed amounts in order to contest or litigate the applicability of any assessments and an estimate for a reasonably possible amount of any such payments cannot be made.

#### **Note 10 – Segment Information**

We have the following reportable segments: B2C, B2B, and trivago. Our B2C segment provides a full range of travel and advertising services to our worldwide customers through a variety of consumer brands including: Expedia.com, Hotels.com, Vrbo, Orbitz, Travelocity, Wotif Group, ebookers, CheapTickets, Hotwire.com and CarRentals.com. Our B2B segment fuels a wide range of travel and non-travel companies including airlines, offline travel agents, online retailers, corporate travel management and financial institutions, who leverage our leading travel technology and tap into our diverse supply to augment their offerings and market Expedia Group rates and availabilities to their travelers. Our trivago segment generates advertising revenue primarily from sending referrals to online travel companies and travel service providers from its hotel metasearch websites.

We determined our operating segments based on how our chief operating decision makers manage our business, make operating decisions and evaluate operating performance. Our primary operating metric is Adjusted EBITDA. Adjusted EBITDA for our B2C and B2B segments includes allocations of certain expenses, primarily related to our global travel supply organization and the majority of costs from our product and technology platform, as well as facility costs and the realized foreign currency gains or losses related to the forward contracts hedging a component of our net merchant lodging revenue. We base the allocations primarily on transaction volumes and other usage metrics. We do not allocate certain shared expenses such as accounting, human resources, certain information technology and legal to our reportable segments. We include these expenses in Corporate and Eliminations. Our allocation methodology is periodically evaluated and may change.



**Notes to Consolidated Financial Statements – (Continued)**

Our segment disclosure includes intersegment revenues, which primarily consist of advertising and media services provided by our trivago segment to our B2C segment. These intersegment transactions are recorded by each segment at amounts that approximate fair value as if the transactions were between third parties, and therefore, impact segment performance. However, the revenue and corresponding expense are eliminated in consolidation. The elimination of such intersegment transactions is included within Corporate and Eliminations in the table below.

Corporate and Eliminations also includes unallocated corporate functions and expenses. In addition, we record amortization of intangible assets and any related impairment, as well as stock-based compensation expense, restructuring and related reorganization charges, legal reserves, occupancy tax and other, and other items excluded from segment operating performance in Corporate and Eliminations. Such amounts are detailed in our segment reconciliation below.

The following tables present our segment information for the three months ended March 31, 2024 and 2023. As a significant portion of our property and equipment is not allocated to our operating segments and depreciation is not included in our segment measure, we do not report the assets by segment as it would not be meaningful. We do not regularly provide such information to our chief operating decision makers.

	Three months ended March 31, 2024				
	B2C	B2B	trivago	Corporate & Eliminations	Total
	(In millions)				
Third-party revenue	\$ 1,986	\$ 833	\$ 70	\$ —	\$ 2,889
Intersegment revenue	—	—	40	(40)	—
Revenue	<u>\$ 1,986</u>	<u>\$ 833</u>	<u>\$ 110</u>	<u>\$ (40)</u>	<u>\$ 2,889</u>
Adjusted EBITDA	\$ 215	\$ 172	\$ (9)	\$ (123)	\$ 255
Depreciation	(133)	(34)	(1)	(27)	(195)
Amortization of intangible assets	—	—	—	(15)	(15)
Stock-based compensation	—	—	—	(104)	(104)
Legal reserves, occupancy tax and other	—	—	—	(20)	(20)
Restructuring and related reorganization charges	—	—	—	(48)	(48)
Realized (gain) loss on revenue hedges	13	4	—	—	17
Operating income (loss)	<u>\$ 95</u>	<u>\$ 142</u>	<u>\$ (10)</u>	<u>\$ (337)</u>	<u>(110)</u>
Other expense, net					(45)
Loss before income taxes					(155)
Provision for income taxes					19
Net loss					(136)
Net loss attributable to non-controlling interests					1
<b>Net loss attributable to Expedia Group, Inc.</b>					<u><u>\$ (135)</u></u>



**Notes to Consolidated Financial Statements – (Continued)**

	Three months ended March 31, 2023				
	B2C	B2B	trivago	Corporate & Eliminations	Total
	(In millions)				
Third-party revenue	\$ 1,921	\$ 668	\$ 76	\$ —	\$ 2,665
Intersegment revenue	—	—	43	(43)	—
Revenue	<u>\$ 1,921</u>	<u>\$ 668</u>	<u>\$ 119</u>	<u>\$ (43)</u>	<u>\$ 2,665</u>
Adjusted EBITDA	\$ 148	\$ 133	\$ 20	\$ (116)	\$ 185
Depreciation	(126)	(25)	(1)	(25)	(177)
Amortization of intangible assets	—	—	—	(15)	(15)
Stock-based compensation	—	—	—	(103)	(103)
Legal reserves, occupancy tax and other	—	—	—	(5)	(5)
Realized (gain) loss on revenue hedges	(4)	(2)	—	—	(6)
Operating income (loss)	<u>\$ 18</u>	<u>\$ 106</u>	<u>\$ 19</u>	<u>\$ (264)</u>	<u>(121)</u>
Other income, net					60
Loss before income taxes					(61)
Provision for income taxes					(79)
Net loss					(140)
Net income attributable to non-controlling interests					(5)
<b>Net loss attributable to Expedia Group, Inc.</b>					<u>\$ (145)</u>

**Revenue by Business Model and Service Type**

The following table presents revenue by business model and service type:

	Three months ended March 31,	
	2024	2023
	(in millions)	
<b>Business Model:</b>		
Merchant	\$ 1,964	\$ 1,794
Agency	678	666
Advertising, media and other	247	205
Total revenue	<u>\$ 2,889</u>	<u>\$ 2,665</u>
<b>Service Type:</b>		
Lodging	\$ 2,228	\$ 2,029
Air	115	113
Advertising and media	215	175
Other <sup>(1)</sup>	331	348
Total revenue	<u>\$ 2,889</u>	<u>\$ 2,665</u>

(1) Other includes car rental, insurance, activities and cruise revenue, among other revenue streams, none of which are individually material.

Our B2C and B2B segments generate revenue from the merchant, agency and advertising, media and other business models as well as all service types. trivago segment revenue is generated through advertising and media.

## **Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

### **Forward-Looking Statements**

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect the views of our management regarding current expectations and projections about future events and are based on currently available information. Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, but not limited to, those discussed in our Annual Report on Form 10-K for the year ended December 31, 2023, Part I, Item 1A, "Risk Factors," as well as those discussed elsewhere in this report. Other unknown or unpredictable factors also could have a material adverse effect on our business, financial condition and results of operations. Accordingly, readers should not place undue reliance on these forward-looking statements. The use of words such as "anticipates," "believes," "could," "estimates," "expects," "goal," "intends," "likely," "may," "plans," "potential," "predicts," "projected," "seeks," "should" and "will," or the negative of these terms or other similar expressions, among others, generally identify forward-looking statements; however, these words are not the exclusive means of identifying such statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. These forward-looking statements are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. We are not under any obligation to, and do not intend to, publicly update or review any of these forward-looking statements, whether as a result of new information, future events or otherwise, even if experience or future events make it clear that any expected results expressed or implied by those forward-looking statements will not be realized. Please carefully review and consider the various disclosures made in this report and in our other reports filed with the SEC that attempt to advise interested parties of the risks and factors that may affect our business, prospects and results of operations.

The information included in this management's discussion and analysis of financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes included in this Quarterly Report, and the audited consolidated financial statements and notes and Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 31, 2023.

### **Overview**

Expedia Group's mission is to power global travel for everyone, everywhere. We believe travel is a force for good. Travel is an essential human experience that strengthens connections, broadens horizons and bridges divides. We help reduce the barriers to travel, making it easier, more enjoyable, more attainable and more accessible. We bring the world within reach for customers and partners around the globe. We leverage our supply portfolio, platform and technology capabilities across an extensive portfolio of consumer brands, and provide solutions to our business partners, to empower travelers to efficiently research, plan, book and experience travel. We make available, on a stand-alone and package basis, travel services provided by numerous lodging properties, airlines, car rental companies, activities and experiences providers, cruise lines, alternative accommodations property owners and managers, and other travel product and service companies. We also offer travel and non-travel advertisers access to a potential source of incremental traffic and transactions through our various media and advertising offerings on our websites.

All percentages within this section are calculated on actual, unrounded numbers.

### **Trends**

Starting in early 2020, the COVID-19 pandemic, and measures to contain the virus, including government travel restrictions and quarantine orders, had an unprecedented impact on the global travel industry and materially and negatively impacted our business, financial results and financial condition. Travel was severely depressed during 2020, with reduced levels of new bookings. In 2021, we began to see a bookings recovery. In 2022, there was a strong, but uneven, recovery in travel demand with different regions around the world experiencing different rates of recovery. In 2023, the overall reopening of the Asia-Pacific region and general recovery outside of the United States was a factor in the gross bookings year-over-year growth rate for our B2B segment, but any other lingering impacts of the pandemic did not have a significant impact on our businesses, and we expect that to remain the case for future periods.

More recently, inflation and other macroeconomic pressures in the U.S. and the global economy, such as rising interest rates, currency fluctuations and energy price volatility, as well as evolving geopolitical conflicts, have contributed to an increasingly complex business environment. Our future operational results may be subject to volatility, particularly in the short-term, due to the impact of the aforementioned trends. Broad, sustained negative economic impacts could put strain on our suppliers, business and service partners, which increases the risk of credit losses and service level or other disruptions.

Additionally, further health-related events, political instability, geopolitical conflicts, acts of terrorism, significant fluctuations in currency values, sustained levels of increased inflation, sovereign debt issues, and natural disasters, are examples of other events that could have a negative impact on the travel industry in the future.

Despite these factors, we have witnessed a healthy but more normalized travel demand in the beginning of 2024, as consumers continue to prioritize spend on travel and experiences over other discretionary spending.

### **Online Travel**

Increased usage and familiarity with the internet have continued to drive rapid growth in online penetration of travel expenditures. Online penetration is higher in the U.S. and Western European markets with online penetration rates in some emerging markets, such as Latin America and Eastern European regions, lagging behind those regions. Emerging markets continue to present an attractive growth opportunity for our business, while also attracting many competitors to online travel. The industry is expected to remain highly competitive for the foreseeable future. In addition to the growth of online travel agencies, we have seen continued interest in the online travel industry from search engine companies such as Google, evidenced by continued product enhancements, and prioritizing its own AdWords and metasearch products such as Google Hotel Ads and Google Flights, in search results. Competitive entrants such as “metasearch” companies, including Kayak.com (owned by Booking Holdings), trivago (in which Expedia Group owns a majority interest) as well as TripAdvisor, introduced differentiated features, pricing and content compared with the legacy online travel agency companies, as well as various forms of direct or assisted booking tools. Further, airlines and lodging companies are aggressively pursuing direct online distribution of their products and services. In addition, the increasing popularity of the “sharing economy,” accelerated by online penetration, has had a direct impact on the travel and lodging industry. Businesses such as Airbnb, Vrbo and Booking.com have emerged as the leaders, bringing incremental alternative accommodation and vacation rental inventory to the market. Other competitors have arisen, including vacation rental property managers, who operate their own booking sites in addition to listing on Airbnb, Vrbo, and Booking.com, and are expected to continue to grow as a percentage of the global accommodations market. Additionally, traditional consumer ecommerce players have expanded their local offerings by adding hotel offers to their websites. Ride sharing app Uber has added transportation and experience offerings to its app via partnerships with other travel providers. Our B2B business has grown significantly but faces competition from other online travel agencies (“OTAs”) with B2B offerings, as well as other competitors, such as independent B2B businesses.

The online travel industry also saw the development of alternative business models and variations in the timing of payment by travelers and to suppliers, which in some cases place pressure on historical business models. In particular, the agency hotel model saw rapid adoption in Europe. Expedia Group facilitates both merchant (Expedia Collect) and agency (Hotel Collect) hotel offerings with our hotel supply partners through both agency-only contracts as well as our hybrid Expedia Traveler Preference (“ETP”) program, which offers travelers the choice of whether to pay Expedia Group at the time of booking or pay the hotel at the time of stay.

In 2022, we began evolving our strategy from being largely transactionally focused, where we were primarily focused on acquiring customers through performance channels, to building a direct relationship with our customers by allocating more marketing spend towards our loyalty programs, paid app downloads, and brand awareness. While we maintain a large portfolio of consumer brands, we put the majority of our marketing efforts towards our three core consumer brands: Expedia, Hotels.com and Vrbo.

### **Lodging**

Lodging includes both hotel and alternative accommodations. As a percentage of our total worldwide revenue in the first quarter of 2024, lodging accounted for 77%. Room nights booked grew 7% in the first three months of 2024, as compared to growth of 12% in 2023 and 26% in 2022. Average Daily Rates (“ADRs”) booked for Expedia Group declined 3% in first three months of 2024 and decreased 2% in 2023 and grew 3% in 2022. While trends are starting to normalize, our lodging business has seen a significant increase in ADRs compared to pre-pandemic levels, which were driven by broader industry trends, a mix shift to Vrbo and high ADR geographies.

As of March 31, 2024, our global lodging marketplace had over 3.5 million lodging properties available, including over 2.5 million online bookable alternative accommodations listings through Vrbo and over 960,000 hotels and alternative accommodations through our other brands.

*Hotel.* We generate the majority of our revenue through the facilitation of hotel reservations (stand-alone and package bookings). Our relationships and overall economics with hotel supply partners have been broadly stable in recent years. As we continue to expand the breadth and depth of our global hotel offering, in some cases we have reduced our economics in various geographies based on local market conditions. These impacts are due to specific initiatives intended to drive greater global size and scale through faster overall room night growth. Additionally, increased promotional activities such as growing loyalty programs, discounting, and couponing have contributed to declines in revenue per room night and profitability in certain cases.

Further, while the global lodging industry remains very fragmented, there has been consolidation in the hotel space among chains as well as ownership groups. In the meantime, certain hotel chains have been focusing on driving direct bookings on their own websites and mobile applications by advertising lower rates than those available on third-party websites as well as incentives such as loyalty programs, increased or exclusive product availability and complimentary benefits.

*Alternative Accommodations.* Over the past decade, we expanded into the alternative accommodations market. Vrbo is a leader, specializing in unique whole home inventory, primarily in North American leisure markets, and represents an attractive growth opportunity for Expedia Group.

Vrbo has transitioned from a listings-based classified advertising model to an online transactional model that optimizes for both travelers and homeowner and property manager partners, with a goal of increasing monetization and driving growth through investments in marketing as well as in product and technology. Vrbo offers hosts subscription-based listing or pay-per-booking service models. It also generates revenue from a traveler service fee for bookings.

Since our hotel and alternative accommodation supplier agreements are generally negotiated on a percentage basis, any increase or decrease in ADRs has an impact on the revenue we earn per room night. In the future, we could see macroeconomic factors influence ADR trends, including rising living costs due to inflation and higher interest rates. Other factors that could lead to moderating ADRs include growth in hotel supply and the increase in alternative accommodation inventory.

#### *Air*

Similar to the rest of travel, the airlines experienced a surge in pent-up demand when COVID-19 restrictions were lifted, however they continued to operate at reduced capacity due to staffing shortages and supply chain disruptions. In 2023, airlines focused on adding capacity back to their networks, ending the year with global air capacity nearly recovered to 2019 levels.

In the future, we could encounter pressure on air remuneration as air carriers combine, certain supply agreements renew, and as we continue to add airlines to ensure local coverage in new markets.

Booked air tickets increased 2% in the first three months of 2024, and increased 4% in 2023 and 8% in 2022. As a percentage of our total worldwide revenue in the first quarter of 2024, air accounted for 4%.

#### *Advertising & Media*

Our advertising and media business is principally driven by revenue generated by trivago, a leading hotel metasearch website, and Expedia Group Media Solutions, which is responsible for generating advertising revenue on our global online travel brands. In the first three months of 2024, we generated \$215 million of advertising and media revenue, a 23% increase from the same period in 2023. As a percentage of our total worldwide revenue in the first quarter of 2024, advertising and media accounted for 7%.

Since the onset of COVID-19, online travel agencies, including ourselves, have reduced marketing spend on trivago. In 2023, the company adopted its marketing strategy and launched a new logo and visual identity, part of a push to rejuvenate its brand, demonstrate the relevance of its offerings and drive long-term growth.

#### **Business Strategy**

As we endeavor to power global travel for everyone, everywhere our focus is to leverage our brand, supply and platform technology strength to provide greater services and value to our travelers, suppliers and business partners, and build longer-lasting direct relationships with our customers.

We believe the strength of our core brand portfolio and consistent enhancements to product and service offerings, combined with our global scale and broad-based supply, drive increasing value to customers and customer demand. With our significant global audience of travelers, and our deep and broad selection of travel products, we are also able to provide value to supply partners seeking to grow their business through sophisticated technology, a better understanding of travel retailing and reaching consumers in markets beyond their reach. Our deep product and supply footprint allows us to tailor offerings to target different types of consumers and travel needs, employ geographic segmentation in markets around the world, and leverage brand differentiation, among other benefits. We also market to consumers through a variety of channels, including internet search, metasearch and social and digital media. In 2024, we plan to accelerate our global market expansion beyond our core markets that were our focus in the second half of 2023.

During 2020, Expedia Group unified its technology, product, data engineering and data science teams to build services and capabilities that can be leveraged across our business units to provide value-add services to our travel suppliers and serve our end customers. The unified team structure enables us to deliver more scalable services and operate more efficiently. We have also completed the migration of our core B2C brands onto a unified Brand Expedia technology front-end infrastructure, having migrated Hotels.com onto the infrastructure in 2022 and Vrbo in 2023. In 2024, we will continue to cement our

leadership in the B2B segment as our B2B business also benefits from all the work we have done in product and technology for our B2C brands.

As we continue to mature our shared platform infrastructure, our focus is on developing configurable technical capabilities that support various travel products while using simpler, standard architecture and common applications and frameworks. We believe this strategy will enable us to: simultaneously build pieces of technology that work in tandem; ship new capabilities and features faster; create a foundation for more innovative solutions; and achieve greater economies of scope and scale. Ultimately, we believe this will result in more product improvements faster and therefore better traveler experiences. In addition, over time, as we execute on our streamlined application development framework, we believe we can unlock additional platform service opportunities beyond the scope of our internal brands and business travel partners. All of our transaction-based businesses now benefit from our shared platform infrastructure, including customer servicing and support, data centers, search capabilities, payment processing, and fraud operations.

We also launched One Key in the United States in 2023, which serves as the unified loyalty program under Brand Expedia, Hotels.com and Vrbo, enabling travelers to cross-earn and cross-redeem rewards across these brands and our range of products such as air, hotels and alternative accommodations. One Key will also be launched in more countries going forward. With greatly improved product driven by the latest in machine learning and artificial intelligence capabilities and One Key, we believe we will continue to drive greater retention, repeat and direct business.

### **Seasonality**

We generally experience seasonal fluctuations in the demand for our travel services. For example, traditional leisure travel bookings are generally the highest in the first three quarters as travelers plan and book their spring, summer and winter holiday travel. The number of bookings typically decreases in the fourth quarter. Since revenue for most of our travel services, including merchant and agency hotel, is recognized as the travel takes place rather than when it is booked, revenue typically lags bookings by several weeks for our hotel business and can be several months or more for our alternative accommodations business. Historically, Vrbo has seen seasonally stronger bookings in the first quarter of the year, with the relevant stays occurring during the peak summer travel months. The seasonal revenue impact is exacerbated with respect to income by the nature of our variable cost of revenue and direct sales and marketing costs, which we typically realize in closer alignment to booking volumes, and the more stable nature of our fixed costs. As a result on a consolidated basis, revenue and income are typically the lowest in the first quarter and highest in the third quarter.

The growth in our B2B segment, international operations, advertising business or a change in our product mix, among others, may also influence the typical trend of seasonality in the future.

### **Critical Accounting Policies and Estimates**

Critical accounting policies and estimates are those that we believe are important in the preparation of our consolidated financial statements because they require that we use judgment and estimates in applying those policies. We prepare our consolidated financial statements and accompanying notes in accordance with generally accepted accounting principles in the United States (“GAAP”). Preparation of the consolidated financial statements and accompanying notes requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements as well as revenue and expenses during the periods reported. We base our estimates on historical experience, where applicable, and other assumptions that we believe are reasonable under the circumstances. Actual results may differ from our estimates under different assumptions or conditions.

There are certain critical estimates that we believe require significant judgment in the preparation of our consolidated financial statements. We consider an accounting estimate to be critical if:

- It requires us to make an assumption because information was not available at the time or it included matters that were highly uncertain at the time we were making the estimate; and
- Changes in the estimate or different estimates that we could have selected may have had a material impact on our financial condition or results of operations.

For additional information about our other critical accounting policies and estimates, see the disclosure included in our Annual Report on Form 10-K for the year ended December 31, 2023 as well as updates in the current fiscal year provided in Note 2 – Summary of Significant Accounting Policies in the notes to the consolidated financial statements.

### **Occupancy and Other Taxes**

**Legal Proceedings.** We are currently involved in seven lawsuits brought by or against states, cities and counties over issues involving the payment of hotel occupancy and other taxes. We continue to defend these lawsuits vigorously. With respect to the principal claims in these matters, we believe that the statutes and/or ordinances at issue do not apply to us or the services

we provide, namely the facilitation of travel planning and reservations, and, therefore, that we do not owe the taxes that are claimed to be owed. We believe that the statutes and ordinances at issue generally impose occupancy and other taxes on entities that own, operate or control hotels (or similar businesses) or furnish or provide hotel rooms or similar accommodations.

For additional information and other recent developments on these and other legal proceedings, see Part II, Item 1, Legal Proceedings.

We have established a reserve for the potential settlement of issues related to hotel occupancy and other tax litigation, consistent with applicable accounting principles and in light of all current facts and circumstances, in the amount of \$46 million as of both March 31, 2024 and December 31, 2023.

Certain jurisdictions, including without limitation the states of New York, New Jersey, North Carolina, Minnesota, Oregon, Rhode Island, Maryland, Pennsylvania, Hawaii, Iowa, Massachusetts, Arizona, Wisconsin, Idaho, Arkansas, Indiana, Maine, Nebraska, Vermont, Mississippi, Virginia, the city of New York, and the District of Columbia, have enacted legislation seeking to tax online travel company services as part of sales or other taxes for hotel and/or other accommodations and/or car rental. In addition, in certain jurisdictions, we have entered into voluntary collection agreements pursuant to which we have agreed to voluntarily collect and remit taxes to state and/or local taxing jurisdictions. We are currently remitting taxes to a number of jurisdictions, including without limitation the states of New York, New Jersey, South Carolina, North Carolina, Minnesota, Georgia, Wyoming, West Virginia, Oregon, Rhode Island, Montana, Maryland, Kentucky, Maine, Pennsylvania, Hawaii, Iowa, Massachusetts, Arizona, Wisconsin, Idaho, Arkansas, Indiana, Nebraska, Vermont, Colorado, Mississippi, Virginia, the city of New York and the District of Columbia, as well as certain other jurisdictions.

#### ***Pay-to-Play***

Certain jurisdictions may assert that we are required to pay any assessed taxes prior to being allowed to contest or litigate the applicability of the ordinances. This prepayment of contested taxes is referred to as “pay-to-play.” Payment of these amounts is not an admission that we believe we are subject to such taxes and, even when such payments are made, we continue to defend our position vigorously. If we prevail in the litigation, for which a pay-to-play payment was made, the jurisdiction collecting the payment will be required to repay such amounts and also may be required to pay interest. However, any significant pay-to-play payment or litigation loss could negatively impact our liquidity.

*Other Jurisdictions.* We are also in various stages of inquiry or audit with various tax authorities, some of which, including the City of Los Angeles regarding hotel occupancy taxes, may impose a pay-to-play requirement to challenge an adverse inquiry or audit result in court.

#### **Segments**

We have the following reportable segments: B2C, B2B, and trivago. Our B2C segment provides a full range of travel and advertising services to our worldwide customers through a variety of consumer brands including: Expedia.com, Hotels.com, Vrbo, Orbitz, Travelocity, Wotif Group, ebookers, CheapTickets, Hotwire.com and CarRentals.com. Our B2B segment fuels a wide range of travel and non-travel companies including airlines, offline travel agents, online retailers, corporate travel management and financial institutions, who leverage our leading travel technology and tap into our diverse supply to augment their offerings and market Expedia Group rates and availabilities to their travelers. Our trivago segment generates advertising revenue primarily from sending referrals to online travel companies and travel service providers from its hotel metasearch websites.

#### **Operating Metrics**

Our operating results are affected by certain metrics, such as gross bookings and revenue margin, which we believe are necessary for understanding and evaluating us. Gross bookings generally represent the total retail value of transactions booked for agency and merchant transactions, recorded at the time of booking reflecting the total price due for travel by travelers, including taxes, fees and other charges, and are reduced for cancellations and refunds. Revenue margin is defined as revenue as a percentage of gross bookings.

#### ***Gross Bookings and Revenue Margin***

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Gross bookings	\$ 30,164	\$ 29,401	3 %
Revenue margin <sup>(1)</sup>	9.6 %	9.1 %	

- (1) trivago, which is comprised of a hotel metasearch business that differs from our transaction-based websites, does not have associated gross bookings or revenue margin. However, third-party revenue from trivago is included in revenue used to calculate total revenue margin.

During the three months ended March 31, 2024, gross bookings increased 3%, compared to the same period in 2023, primarily driven by total lodging gross bookings due to continued strength in our hotel business, partially offset by softness in our Vrbo business. Booked room nights for our lodging business increased 7% for the three months ended March 31, 2024.

Revenue margin increased during the three months ended March 31, 2024 compared to the same period in 2023, due to continued mix to lodging, which has higher margins, and strong growth in our media and advertising business, which contributes to revenue but does not have related gross bookings.

## Results of Operations

### Revenue

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
<b><u>Revenue by Segment</u></b>			
B2C	\$ 1,986	\$ 1,921	3 %
B2B	833	668	25 %
trivago (Third-party revenue)	70	76	(8)%
Total revenue	<u>\$ 2,889</u>	<u>\$ 2,665</u>	8 %

Revenue increased 8% for the three months ended March 31, 2024, compared to the same period in 2023, on strong growth in our B2B segment resulting from increased lodging revenue.

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
<b><u>Revenue by Service Type</u></b>			
Lodging	\$ 2,228	\$ 2,029	10 %
Air	115	113	2 %
Advertising and media <sup>(1)</sup>	215	175	23 %
Other	331	348	(5)%
Total revenue	<u>\$ 2,889</u>	<u>\$ 2,665</u>	8 %

- (1) Includes third-party revenue from trivago as well as our transaction-based websites.

Lodging revenue increased 10% for the three months ended March 31, 2024, compared to the same period in 2023, primarily driven by an increase in room nights stayed mostly in our hotel business.

Air revenue increased 2% for the three months ended March 31, 2024 compared to the same period in 2023 primarily driven by an increase in air tickets sold.

Advertising and media revenue increased 23% for the three months ended March 31, 2024, compared to the same period in 2023, due to an increase at Expedia Group Media Solutions, partially offset by a decline in trivago revenue. All other revenue, which includes car rental, insurance, cruise and activities, decreased 5% for the three months ended March 31, 2024, compared to the same period in 2023, from a decrease in travel insurance on lower Vrbo volume.

In addition to the above segment and product revenue discussion, our revenue by business model is as follows:

	Three months ended March 31,		% Change
	2024	2023	
(\$ in millions)			
<b><i>Revenue by Business Model</i></b>			
Merchant	\$ 1,964	\$ 1,794	10 %
Agency	678	666	2 %
Advertising, media and other	247	205	21 %
Total revenue	\$ 2,889	\$ 2,665	8 %

Merchant revenue increased for the three months ended March 31, 2024, compared to the same period in 2023, was primarily due to an increase in merchant hotel revenue. Agency revenue increased slightly for the three months ended March 31, 2024, compared to the same period in 2023. Advertising, media and other increased for the three months ended March 31, 2024, compared to the same period in 2023, primarily due to an increase in Expedia Media Solutions advertising revenue.

### ***Cost of Revenue***

	Three months ended March 31,		% Change
	2024	2023	
(\$ in millions)			
Direct costs	\$ 280	\$ 330	(15)%
Personnel and overhead	78	84	(8)%
Total cost of revenue	\$ 358	\$ 414	(14)%
% of revenue	12.4 %	15.5 %	

Cost of revenue primarily consists of direct costs to support our customer operations, including our customer support and telesales as well as fees to air ticket fulfillment vendors; credit card processing, including merchant fees, fraud and chargebacks; and other costs, primarily including data center and cloud costs to support our websites, supplier operations, destination supply, certain transactional level taxes as well as related personnel and overhead costs, including stock-based compensation.

Cost of revenue decreased \$56 million during the three months ended March 31, 2024, compared to the same period in 2023, primarily due to lower costs associated with our transactional efficiencies.

### ***Selling and Marketing - Direct and Indirect***

	Three months ended March 31,		% Change
	2024	2023	
(\$ in millions)			
Selling and marketing - direct	\$ 1,650	\$ 1,487	11 %
% of revenue	57.1 %	55.8 %	
Selling and marketing - indirect	186	187	— %
% of revenue	6.4 %	7.0 %	

Selling and marketing - direct costs primarily include traffic generation costs from search engines and internet portals, television and print spending, private label and affiliate program commissions, public relations and other costs. Selling and marketing - indirect costs include personnel and related overhead in our various brands and global supply organization as well as stock-based compensation costs.

Selling and marketing - direct increased \$163 million during the three months ended March 31, 2024, compared to the same period in 2023, primarily driven by an increase in B2B partner commissions to support strong growth. Selling and marketing - indirect costs remained consistent period over period.



### Technology and Content

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Personnel and overhead	\$ 250	\$ 234	7 %
Other	91	83	11 %
Total technology and content	<u>\$ 341</u>	<u>\$ 317</u>	8 %
% of revenue	11.8 %	11.9 %	

Technology and content expense includes product development and content expense, as well as information technology costs to support our infrastructure, back-office applications and overall monitoring and security of our networks, and is principally comprised of personnel and overhead, including stock-based compensation, as well as other costs including cloud expense and licensing and maintenance expense.

Technology and content expense increased \$24 million during the three months ended March 31, 2024, compared to the same period in 2023, primarily due to higher personnel costs from increased average salaries and lower capitalized salary rates, as well as higher stock-based compensation of \$6 million period over period.

### General and Administrative

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Personnel and overhead	\$ 148	\$ 152	(3) %
Professional fees and other	38	32	21 %
Total general and administrative	<u>\$ 186</u>	<u>\$ 184</u>	1 %
% of revenue	6.4 %	6.9 %	

General and administrative expense consists primarily of personnel-related costs, including our executive leadership, finance, legal and human resource functions and related stock-based compensation as well as fees for external professional services.

General and administrative expense during the three months ended March 31, 2024 remained consistent as compared to the same period in 2023.

### Depreciation and Amortization

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Depreciation	\$ 195	\$ 177	10 %
Amortization of intangible assets	15	15	4 %
Total depreciation and amortization	<u>\$ 210</u>	<u>\$ 192</u>	10 %

Depreciation increased \$18 million during the three months ended March 31, 2024, compared to the same period in 2023 primarily as a result of increased depreciation related to capitalized website development costs. Amortization of intangible assets remained consistent during the three months ended March 31, 2024 as compared to the same period in 2023.

### Legal Reserves, Occupancy Tax and Other

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Legal reserves, occupancy tax and other	\$ 20	\$ 5	313 %
% of revenue	0.7 %	0.2 %	

Legal reserves, occupancy tax and other primarily consists of increases in our reserves for court decisions and the potential and final settlement of issues related to hotel occupancy and other taxes, expenses recognized related to monies paid in advance of occupancy and other tax proceedings (“pay-to-play”) as well as certain other items and legal reserves.

Legal reserves, occupancy tax and other for the three months ended March 31, 2024 primarily included our donation as part of a public-private partnership project to revitalize public parks along the Elliot Bay waterfront in Seattle. During the three months ended March 31, 2023, the charges primarily included changes to our reserve related to other taxes.

### Restructure and Related Reorganization Charges

In February 2024, we committed to restructuring actions to recalibrate resources as most of the Company’s organizational and technological transformation is now completed, which have resulted in headcount reductions. As a result, we recognized \$48 million in restructuring and related reorganization charges during the three months ended March 31, 2024, which were predominately related to employee severance and benefits costs. Based on current plans which are subject to change, we expect total reorganization charges in the remainder of 2024 in the range of approximately \$30 million to \$50 million. These costs could be higher or lower should we make additional decisions in future periods that impact our reorganization efforts.

### Operating Loss

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Operating loss	\$ (110)	\$ (121)	(9)%
% of revenue	(3.8)%	(4.5)%	

During the three months ended March 31, 2024, the decrease in operating loss in the current year period was primarily due to growth in revenue in excess of operating costs, partially offset by the restructuring charges discussed above.

### Adjusted EBITDA by Segment

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
B2C	\$ 215	\$ 148	46 %
B2B	172	133	29 %
trivago	(9)	20	N/A
Unallocated overhead costs (Corporate)	(123)	(116)	6 %
Total Adjusted EBITDA <sup>(1)</sup>	<u>\$ 255</u>	<u>\$ 185</u>	38 %

(1) Adjusted EBITDA is a non-GAAP measure. See “Definition and Reconciliation of Adjusted EBITDA” below for more information.

Adjusted EBITDA is our primary segment operating metric. See Note 10 – Segment Information in the notes to the consolidated financial statements for additional information on intersegment transactions, unallocated overhead costs and for a reconciliation of Adjusted EBITDA by segment to net income (loss) attributable to Expedia Group, Inc. for the periods presented above.

Our B2C segment Adjusted EBITDA increased during the three months ended March 31, 2024, compared to the same period in 2023, as a result of continued revenue growth and transactional efficiencies. Our B2B segment experienced an improvement in Adjusted EBITDA during the three months ended March 31, 2024, compared to the same period in 2023, primarily as a result of strong revenue growth. Our trivago segment Adjusted EBITDA decreased during the three months ended March 31, 2024, compared to the same period in 2023, as a result of revenue declines as well as increase in marketing costs.

### Interest Income and Expense

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Interest income	\$ 51	\$ 43	21 %
Interest expense	(62)	(61)	— %

Interest income increased for the three months ended March 31, 2024, compared to the same period in 2023, as a result of higher rates of return. Interest expense remained consistent for the three months ended March 31, 2024, compared to the same periods in 2023.

### Other, Net

Other, net is comprised of the following:

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Foreign exchange rate losses, net	\$ (30)	\$ (13)	(13)
Gains (losses) on minority equity investments, net	(9)	1	1
TripAdvisor tax indemnification adjustment	—	69	69
Gain on sale of businesses, net	3	20	20
Other	2	1	1
Total other, net	\$ (34)	\$ 78	

During the three months ended March 31, 2023, we recognized a \$69 million gain, which together with amounts recorded in a prior period, represented the estimate of an indemnification reimbursement due to Expedia Group from TripAdvisor. See "Provision for Income Taxes" below for the corresponding charge to income tax expense in the prior year period.

### Provision for Income Taxes

	Three months ended March 31,		% Change
	2024	2023	
	(\$ in millions)		
Provision for income taxes	\$ (19)	\$ 79	N/A
Effective tax rate	12.4 %	(128.5)%	

Our tax provision for interim periods is determined using an estimate of our annual effective tax rate. We record any changes affecting the estimated annual tax rate in the interim period in which the change occurs, including discrete items.

For the three months ended March 31, 2024, the effective tax rate was 12.4% measured against a pre-tax loss, compared to (128.5)% measured against a pre-tax loss for the three months ended March 31, 2023. The change in the effective tax rate quarter over quarter was due to prior period discrete tax effects of the TripAdvisor audit assessment as discussed further in Note 8 – Income Taxes in the notes to the consolidated financial statements.

We are subject to taxation in the United States and foreign jurisdictions. Our income tax filings are regularly examined by federal, state, and foreign tax authorities. During the fourth quarter of 2019, the IRS issued final adjustments related to transfer pricing with our foreign subsidiaries for our 2011 to 2013 tax years. The adjustments would increase our U.S. taxable income

by \$696 million, which would result in federal tax of approximately \$244 million, subject to interest. We do not agree with the position of the IRS. We have formally filed a protest for our 2011 to 2013 tax years. In the second quarter of 2024, IRS Appeals returned the case to Exam for further review. During the third quarter of 2023, the IRS issued final adjustments related to transfer pricing with our foreign subsidiaries for our 2014 to 2016 tax years. The adjustments would increase our U.S. taxable income by \$1.232 billion, which would result in federal income tax of approximately \$431 million, subject to interest. We do not agree with the position of the IRS and have formally filed a Mutual Agreement Procedure request. We are also under examination by the IRS for our 2017 to 2020 tax years.

In December 2021, the OECD released model rules introducing a 15% global minimum tax rate for large multinational corporations (“Pillar Two”). Certain countries in which we operate have enacted legislation consistent with the OECD model rules effective beginning in 2024. We considered the applicable tax laws in relevant jurisdictions and there is no material impact to our tax provision for the three months ended March 31, 2024. The Company will continue to evaluate the potential impact of Pillar Two on future reporting periods.

#### ***Definition and Reconciliation of Adjusted EBITDA***

We report Adjusted EBITDA as a supplemental measure to U.S. generally accepted accounting principles (“GAAP”). Adjusted EBITDA is among the primary metrics by which management evaluates the performance of the business and on which internal budgets are based. Management believes that investors should have access to the same set of tools that management uses to analyze our results. This non-GAAP measure should be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP. Adjusted EBITDA has certain limitations in that it does not take into account the impact of certain expenses to our consolidated statements of operations. We endeavor to compensate for the limitation of the non-GAAP measure presented by also providing the most directly comparable GAAP measure and a description of the reconciling items and adjustments to derive the non-GAAP measure. Adjusted EBITDA also excludes certain items related to transactional tax matters, which may ultimately be settled in cash, and we urge investors to review the detailed disclosure regarding these matters included above, in the Legal Proceedings section, as well as the notes to the financial statements. The non-GAAP financial measure used by the Company may be calculated differently from, and therefore may not be comparable to, similarly titled measures used by other companies.

Adjusted EBITDA is defined as net income (loss) attributable to Expedia Group, Inc. adjusted for (1) net income (loss) attributable to non-controlling interests; (2) provision for income taxes; (3) total other expenses, net; (4) stock-based compensation expense, including compensation expense related to certain subsidiary equity plans; (5) acquisition-related impacts, including (i) amortization of intangible assets and goodwill and intangible asset impairment, (ii) gains (losses) recognized on changes in the value of contingent consideration arrangements, if any, and (iii) upfront consideration paid to settle employee compensation plans of the acquiree, if any; (6) certain other items, including restructuring; (7) items included in legal reserves, occupancy tax and other; (8) that portion of gains (losses) on revenue hedging activities that are included in other, net that relate to revenue recognized in the period; and (9) depreciation.

The above items are excluded from our Adjusted EBITDA measure because these items are noncash in nature, or because the amount and timing of these items is unpredictable, not driven by core operating results and renders comparisons with prior periods and competitors less meaningful. We believe Adjusted EBITDA is a useful measure for analysts and investors to evaluate our future on-going performance as this measure allows a more meaningful comparison of our performance and projected cash earnings with our historical results from prior periods and to the results of our competitors. Moreover, our management uses this measure internally to evaluate the performance of our business as a whole and our individual business segments. In addition, we believe that by excluding certain items, such as stock-based compensation and acquisition-related impacts, Adjusted EBITDA corresponds more closely to the cash operating income generated from our business and allows investors to gain an understanding of the factors and trends affecting the ongoing cash earnings capabilities of our business, from which capital investments are made and debt is serviced.

The reconciliation of net loss attributable to Expedia Group, Inc. to Adjusted EBITDA is as follows:

	Three months ended March 31,	
	2024	2023
	(In millions)	
Net loss attributable to Expedia Group, Inc.	\$ (135)	\$ (145)
Net income (loss) attributable to non-controlling interests	(1)	5
Provision for income taxes	(19)	79
Total other (income) expense, net	45	(60)
Operating loss	(110)	(121)
Gain (loss) on revenue hedges related to revenue recognized	(17)	6
Restructuring and related reorganization charges	48	—
Legal reserves, occupancy tax and other	20	5
Stock-based compensation	104	103
Depreciation and amortization	210	192
Adjusted EBITDA	<u>\$ 255</u>	<u>\$ 185</u>

### Financial Position, Liquidity and Capital Resources

Our principal sources of liquidity are typically cash flows generated from operations, cash available under our credit facility as well as our cash and cash equivalents and short-term investment balances, which were \$5.7 billion and \$4.3 billion at March 31, 2024 and December 31, 2023. As of March 31, 2024, the total cash and cash equivalents and short-term investments held outside the United States was \$733 million (\$600 million in wholly-owned foreign subsidiaries and \$133 million in majority-owned subsidiaries). Our revolving credit facility with aggregate commitments of \$2.5 billion was essentially untapped at March 31, 2024.

Our credit ratings are periodically reviewed by rating agencies. As of March 31, 2024, Moody's rating was Baa2 with an outlook of "stable," S&P's rating was BBB with an outlook of "stable" and Fitch's rating was BBB- with an outlook of "positive." Changes in our operating results, cash flows, financial position, capital structure, financial policy or capital allocations to share repurchase, dividends, investments and acquisitions could impact the ratings assigned by the various rating agencies. Should our credit ratings be adjusted downward, we may incur higher costs to borrow and/or limited access to capital markets and interest rates on our 6.25% senior notes, 4.625% senior notes as well as our 2.95% senior notes will increase, which could have a material impact on our financial condition and results of operations.

As of March 31, 2024, we were in compliance with the covenants and conditions in our revolving credit facility and outstanding debt as detailed in Note 4 – Debt in the notes to the consolidated financial statements.

Under the merchant model, we receive cash from travelers at the time of booking and we record these amounts on our consolidated balance sheets as deferred merchant bookings. We pay our airline suppliers related to these merchant model bookings generally within a few weeks after completing the transaction. For most other merchant bookings, which is primarily our merchant lodging business, we generally pay after the travelers' use and, in some cases, subsequent billing from the hotel suppliers. Therefore, generally we receive cash from the traveler prior to paying our supplier, and this operating cycle represents a working capital source of cash to us. Typically, the seasonal fluctuations in our merchant hotel bookings have affected the timing of our annual cash flows. Generally, during the first half of the year, hotel bookings have traditionally exceeded stays, resulting in much higher cash flow related to working capital. During the second half of the year, this pattern typically reverses and cash flows are typically negative.

Our cash flows are as follows:

	Three months ended March 31,		\$ Change
	2024	2023	
(In millions)			
Cash provided by (used in):			
Operating activities	\$ 2,879	\$ 3,157	\$ (278)
Investing activities	(240)	(195)	(45)
Financing activities	(631)	(437)	(194)
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(47)	11	(58)

For the three months ended March 31, 2024, net cash provided by operating activities decreased by \$278 million primarily due to decreased benefits from working capital changes driven mostly by a change in accounts receivable and deferred merchant bookings, partially by higher operating income after adjusting for impacts on depreciation and amortization.

For the three months ended March 31, 2024, we had net cash used in investing activities of \$240 million compared to \$195 million in the prior year period. The change was primarily due to higher uses of cash for the settlement of currency forward contract losses in the current year period as well as higher net purchases of investments in the current period, partially offset by lower current period capital expenditures.

For the three months ended March 31, 2024, net cash used in financing activities primarily included \$643 million of cash paid to acquire shares, including the repurchased shares under the authorization discussed below and for treasury stock activity related to the vesting of equity instruments, partially offset by \$32 million of proceeds from the exercise of options and employee stock purchase plans. For the three months ended March 31, 2023, net cash used in financing activities primarily included \$469 million of cash paid to acquire shares, including the repurchased shares under prior authorizations and for treasury stock activity related to the vesting of equity instruments, partially offset by \$29 million of proceeds from the exercise of options and employee stock purchase plans.

In October 2023, the Executive Committee of the Board of Directors, pursuant to a delegation of authority from the Board, authorized an additional program to repurchase up to \$5 billion of our common stock (“2023 Share Repurchase Program”). During the three months ended March 31, 2024, we repurchased, through open market transactions, 4.3 million shares under 2023 Share Repurchase Program for a total cost of approximately \$606 million, excluding transaction costs and excise tax due under the Inflation Reduction Act of 2022. As of March 31, 2024, \$4.2 billion remain authorized for repurchase under the 2023 Share Repurchase Program. Our 2023 Share Repurchase Programs does not have fixed expiration dates and does not obligate the Company to acquire any specific number of shares. Under the program, shares may be repurchased in the open market or in privately negotiated transactions. The timing, manner, price and amount of any repurchases will be subject to the discretion of the Company and depend on a variety of factors, including the market price of Expedia Group’s common stock, general market and economic conditions, regulatory requirements and other business considerations.

Foreign exchange rate changes resulted in a decrease of our cash and restricted cash balances denominated in foreign currency during the three months ended March 31, 2024 of \$47 million compared to \$11 million increase in the prior year period reflecting a net depreciation in foreign currencies relative to the U.S. dollar in the current period and net appreciations in the prior year period.

Other than discussed above, there have been no material changes outside the normal course of business to our contractual obligations and commercial commitments since December 31, 2023.

In our opinion, our liquidity position provides sufficient capital resources to meet our foreseeable cash needs. There can be no assurance, however, that the cost or availability of future borrowings, including refinancings, if any, will be available on terms acceptable to us.

#### **Summarized Financial Information for Guarantors and the Issuer of Guaranteed Securities**

Summarized financial information of Expedia Group, Inc. (the “Parent”) and our subsidiaries that are guarantors of our debt facility and instruments (the “Guarantor Subsidiaries”) is shown below on a combined basis as the “Obligor Group.” The debt facility and instruments are guaranteed by certain of our wholly-owned domestic subsidiaries and rank equally in right of payment with all of our existing and future unsecured and unsubordinated obligations. The guarantees are full, unconditional, joint and several with the exception of certain customary automatic subsidiary release provisions. In this summarized financial information of the Obligor Group, all intercompany balances and transactions between the Parent and Guarantor Subsidiaries

have been eliminated and all information excludes subsidiaries that are not issuers or guarantors of our debt facility and instruments, including earnings from and investments in these entities.

	March 31, 2024	December 31, 2023
	(In millions)	
<b>Combined Balance Sheets Information:</b>		
Current Assets	\$ 10,220	\$ 7,408
Non-Current Assets	10,448	10,399
Current Liabilities <sup>(1)</sup>	15,515	11,949
Non-Current Liabilities	6,788	6,792
	Three Months Ended March 31, 2024	Year Ended December 31, 2022
<b>Combined Statements of Operations Information:</b>		
Revenue	\$ 2,205	\$ 10,122
Operating income (loss) <sup>(2)</sup>	(201)	714
Net income (loss)	(153)	566
Net income (loss) attributable to Obligors	(152)	675

(1) Current liabilities include intercompany payables with non-guarantors of \$835 million as of March 31, 2024 and \$804 million as of December 31, 2023.

(2) Operating income includes net intercompany income with non-guarantors of \$98 million for the three months ended March 31, 2024 and \$152 million for the year ended December 31, 2023.

**Part I. Item 3. Quantitative and Qualitative Disclosures About Market Risk**

**Market Risk Management**

There have been no material changes in our market risk during the three months ended March 31, 2024. For additional information, see Item 7A, Quantitative and Qualitative Disclosures About Market Risk, in Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.



**Part I. Item 4. Controls and Procedures**

***Evaluation of disclosure controls and procedures.***

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), our management, including our Chairman and Senior Executive, Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act). Based upon that evaluation, our Chairman and Senior Executive, Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

***Changes in internal control over financial reporting.***

There were no changes to our internal control over financial reporting that occurred during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **Part II. Item 1. Legal Proceedings**

In the ordinary course of business, Expedia Group and its subsidiaries are parties to legal proceedings and claims involving property, tax, personal injury, contract, alleged infringement of third-party intellectual property rights and other claims. A discussion of certain legal proceedings can be found in the section titled “Legal Proceedings,” of our Annual Report on Form 10-K for the year ended December 31, 2023. The following are developments regarding, as applicable, such legal proceedings and/or new legal proceedings:

### **Litigation Relating to Occupancy and Other Taxes**

*Arizona Cities Litigation.* On February 12, 2024, the city of Tucson filed a petition for review with the Arizona Supreme Court, which Expedia has opposed. That petition remains pending.

*State of Louisiana/City of New Orleans Litigation.* The Louisiana First Circuit Court of Appeals held argument on the appeals on August 9, 2023 and, on April 17, 2024, affirmed the trial court’s decision in favor of the Expedia defendants.

*Clark County, Nevada Litigation.* On January 31, 2024, Plaintiffs filed a notice of appeal from the district court’s rulings on the motion for summary judgment and motion to reconsider and that appeal remains pending.

### **Other Legal Proceedings**

*Helms-Burton Litigation.* The Echeverria, Soto, and Trinidad actions pending in the Southern District of Florida are set for trial on October 2, 2024.

**Part II. Item 1A. Risk Factors**

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, Item 1A, “Risk Factors,” in our Annual Report on Form 10-K for the year ended December 31, 2023, which could materially affect our business, financial condition or future results. These are not the only risks facing the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

**Part II. Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

In October 2023, the Executive Committee of the Board of Directors, pursuant to a delegation of authority from the Board, authorized an additional program to repurchase up to \$5 billion of our common stock. A summary of the repurchase activity for the first quarter of 2024 is as follows:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet Be Purchased Under Plans or Programs
January 1-31, 2024	985	\$ 149.27	985	\$ 4,701,478
February 1-29, 2024	1,788	\$ 139.24	1,788	4,452,503
March 1-31, 2024	1,547	\$ 135.72	1,547	4,242,526
Total	<u>4,320</u>		<u>4,320</u>	

**Part II. Item 5. Other Information****Rule 10b5-1 Plan Elections**

During the quarter ended March 31, 2024, none of our directors or executive officers adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” as such terms are defined under Item 408 of Regulation S-K.

**Part II. Item 6. Exhibits**

The exhibits listed below are filed as part of this Quarterly Report on Form 10-Q.

Exhibit No.	Exhibit Description	Filed Herewith	Incorporated by Reference		
			Form	SEC File No.	Exhibit
10.1	<a href="#">Form of Expedia Group, Inc. 2024 Performance Stock Unit Agreement</a>	X			
10.2	<a href="#">Form of Expedia Group, Inc. 2024 Restricted Stock Unit Agreement</a>	X			
22	<a href="#">List of Guarantor Subsidiaries of Expedia Group, Inc.</a>	X			
31.1	<a href="#">Certification of the Chairman and Senior Executive pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X			
31.2	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X			
31.3	<a href="#">Certification of the Chief Financial Officer pursuant 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>	X			
32.2	<a href="#">Certification of the Chief Executive Officer pursuant Section 906 of the Sarbanes-Oxley Act of 2002</a>	X			
32.3	<a href="#">Certification of the Chief Financial Officer pursuant Section 906 of the Sarbanes-Oxley Act of 2002</a>	X			
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, formatted in XBRL: (i) Consolidated Statements of Operations, (ii) Consolidated Statements of Comprehensive Income (Loss), (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Changes in Stockholders' Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements.	X			

**Signature**

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

May 2, 2024

Expedia Group, Inc.

By: \_\_\_\_\_ /s/ Julie Whalen  
Julie Whalen  
Chief Financial Officer

## EXPEDIA GROUP, INC. PERFORMANCE STOCK UNIT AGREEMENT

THIS PERFORMANCE STOCK UNIT AGREEMENT, including the Performance Goals Schedule in Exhibit A attached hereto (“*Exhibit A*”) and any additional terms and conditions set forth in any appendix for the Participant’s country (the “*Appendix*” and, collectively with Exhibit A and 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 Sixth Amended and Restated 2005 Stock and Annual Incentive Plan (as amended from time to time, the “*Plan*”). Reference is made to the “*Employee Grant Details*”, which may be found on the Participant’s account page of the *E\*Trade by Morgan Stanley* website at [www.etrade.com](http://www.etrade.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 Employee Grant Details, 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 target number of PSUs (“*Target PSUs*”) granted to the Participant by the Corporation and the Award Date (among other information) are set forth in the Employee Grant Details.

(b) Subject to the terms and conditions of the Employee Grant Details, 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 Employee Grant Details based on the attainment of the Performance Goals outlined in Exhibit A. To the extent the Performance Goals have 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 Performance Period (as defined in Exhibit A), the Committee shall determine the level of attainment of the Performance Goals. 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 Vesting Date set forth in Exhibit A. To the extent that the level of attainment of one or more Performance Goals is below Target Performance as outlined in Exhibit A, all or a portion of the Target PSUs may 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 the Vesting Date (but, in no event later than 60 days following the Vesting Date or such other vesting event under this Agreement). Subject to Section 6 herein (pertaining to the withholding of taxes), for each vested PSU settled pursuant to this Section, the Corporation shall issue one Share (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 the Performance Period, the Target PSUs 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 the Performance Period, the Earned PSUs, as determined by the Committee for such Performance Period in accordance with Exhibit A, shall immediately vest. 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 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 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:

- (1) withholding from the Participant's wages or other cash compensation paid to the Participant by the Corporation or the Employer; or
- (2) 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
- (3) 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) Notwithstanding anything in this Agreement to the contrary, as an additional condition of receiving the PSUs, the Participant acknowledges and agrees 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) 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, as determined by the Committee, or pursuant to 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 E\*Trade by Morgan Stanley 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 E\*Trade by Morgan Stanley 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 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 E\*Trade Financial Corporate Services, Inc., 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](#).<sup>1</sup>*

**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, unless otherwise required by applicable law.

**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 Awards 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.

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<sup>1</sup> <https://expediacorp.sharepoint.com/sites/BaseCamp/Policies/Pages/GlobalPolicies.aspx>

**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.**



\_\_\_\_\_  
Name: Robert Dzielak  
Title: Chief Legal Officer and Secretary

**PARTICIPANT**

\_\_\_\_\_



**Exhibit A**  
**Performance Goals Schedule**

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

The number of PSUs eligible to vest shall be determined based on attainment of the Corporation’s Revenue Growth and Adjusted EBITDA Growth during the Performance Period (together, the “*Performance Goals*”), in each case in accordance with the formula set forth below, and 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 Vesting Date set forth in Section 7 of this Exhibit A.

The calculation of Revenue Growth, Adjusted EBITDA Growth, the Performance Attainment Factors (as reflected with respect to each of the Performance Goals in Section 3 of this Exhibit A), and the Earned PSUs shall be determined by the Committee.

Earned PSUs shall equal:

**(A) + (B)**, where

**(A)** = The Target PSUs, *multiplied* by 50%, *multiplied* by the Revenue Growth Performance Attainment Factor

**(B)** = The Target PSUs, *multiplied* by 50%, *multiplied* by the Adjusted EBITDA Growth Performance Attainment Factor

In no event shall the number of Earned PSUs exceed 200.00% of the Target PSUs.

**2. Performance Period**

The performance period of the Target PSUs is the period from January 1, 202[ ] through December 31, 202[ ] (the “*Performance Period*”), subject to Section 5 of this Exhibit A in the case of a Change in Control.

**3. Performance Goals**

Revenue Growth

<b>Revenue Growth – Weighted 50%</b>		
	<b>3-Year CAGR*</b>	<b>Revenue Growth Performance Attainment Factor</b>
<u>Minimum Performance</u>	Less than [ ]%	0.00%
<u>Threshold Performance</u>	[ ]%	50.00%

<u>Target Performance</u>	[ ]%	100.00%
<u>Maximum Performance</u>	[ ]% or greater	200.00%

\* Performance results between Threshold and Maximum Performance levels will be interpolated on a linear basis. All results will be rounded to four decimal places. The determination of performance results is subject to Section 6 of this Exhibit A.

Adjusted EBITDA Growth

<b>Adjusted EBITDA Growth – Weighted 50%</b>		
	<b>3-Year CAGR*</b>	<b>Adjusted EBITDA Growth Performance Attainment Factor</b>
<u>Minimum Performance</u>	Less than [ ]%	0.00%
<u>Threshold Performance</u>	[ ]%	50.00%
<u>Target Performance</u>	[ ]%	100.00%
<u>Maximum Performance</u>	[ ]% or greater	200.00%

\* Performance results between Threshold and Maximum Performance levels will be interpolated on a linear basis. All results will be rounded to four decimal places. The determination of performance results is subject to Section 6 of this Exhibit A.

4. **Definitions**

“**Adjusted EBITDA**” shall mean the Corporation’s Adjusted EBITDA, as reported by the Corporation in its Annual Report on Form 10-K.

“**Adjusted EBITDA Growth**” shall mean the growth percentage of the Corporation’s Adjusted EBITDA, to be measured utilizing CAGR, during the Performance Period.

“**Base Adjusted EBITDA**” shall mean the Corporation’s Adjusted EBITDA for the fiscal year ending December 31, 202[ ].

“**Base Revenue**” shall mean the Corporation’s Revenue for the fiscal year ending December 31, 202[ ].

“**CAGR**” shall mean the compound annual growth rate (CAGR) of the Corporation’s Adjusted EBITDA, or Revenue, as applicable, calculated as follows: (a) the quotient of the Ending Adjusted EBITDA, or Ending Revenue, as applicable, divided by the Base Adjusted EBITDA, or Base Revenue, as applicable (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 Performance Period, and (c) subtracting one (1) from the final result of the calculation in (a) and (b) (rounded to four decimal places and converted to a percentage by multiplying by 100).

“**Ending Adjusted EBITDA**” shall mean the Corporation’s Adjusted EBITDA for the fiscal year ending December 31, 202[ ].

“**Ending Revenue**” shall mean the Corporation’s Revenue for the fiscal year ending December 31, 202[ ].

“**Revenue**” shall mean the Corporation’s consolidated revenue, as reported by the Corporation in its Annual Report on Form 10-K in accordance with generally accepted accounting principles.

“**Revenue Growth**” shall mean the growth percentage of the Corporation’s Revenue, to be measured utilizing CAGR, during the Performance Period.

#### 5. **Change in Control**

Notwithstanding any provision to the contrary in this Exhibit A, if a Change in Control occurs when at least fifty percent (50%) of the Performance Period has been completed, the number of Earned PSUs shall be determined as follows: (i) the Performance Period will be shortened to end on the date of the close of the Corporation’s fiscal quarter coincident with or immediately preceding the Change in Control; (ii) Revenue Growth and Adjusted EBITDA Growth shall be determined based on the applicable reported results in the Corporation’s periodic report on Form 10-K or Form 10-Q, as applicable, for the fiscal quarter referenced in (i) hereof and all terms in this Exhibit A shall be interpreted accordingly; and (iii) the level of achievement of the Revenue Growth and Adjusted EBITDA Growth Performance Goals shall be determined with respect to such shortened Performance Period, subject to such other adjustments as the Committee deems necessary and appropriate based on the shortened Performance Period.

If a Change in Control occurs prior to the completion of fifty percent (50%) of the Performance Period, the treatment of the PSUs is governed by Section 5 of the Performance Stock Unit Agreement.

#### 6. **Adjustments**

The Committee may exercise discretion to approve adjustments to the calculation of performance results under the Performance Goals in consideration of material events or developments during the Performance Period that were not contemplated when performance targets were set (such as material acquisitions or extraordinary corporate transactions or events).

#### 7. **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 Performance Period (the “**Vesting Date**”) and the Participant must be employed by or providing services to the Corporation or one of its Subsidiaries or Affiliates on the Vesting Date in order to receive the Shares payable upon the vesting of PSUs.

Vesting Date for PSUs: February 15, 202[ ].

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**APPENDIX  
TO  
EXPEDIA GROUP, INC.  
SIXTH 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 March 2024. 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 E\*Trade Financial Corporate Services, Inc., 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](#).<sup>2</sup>*

## **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***

**Securities Law Information.** The offer of the PSUs is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (*Cth*).

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<sup>2</sup> <https://expediacorp.sharepoint.com/sites/BaseCamp/Policies/Pages/GlobalPolicies.aspx>

Offer of the PSUs is Conditioned on Repayment by Employer. The Participant acknowledges that the offer of PSUs is subject to an agreement between the Corporation and the Employer that the Employer will bear the costs of the Participant's participation in the Plan, since the Employer derives material benefit from such participation. As a result, the Participant acknowledges and agrees that, if the Employer does not bear the costs of the Participant's participation in the Plan, then the Corporation, in its discretion, may decide not to allow the Participant to participate in the Plan, or may cancel any PSUs granted to the Participant.

***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 a certain threshold (currently 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, the Participant must submit a report to the Austrian National Bank on a quarterly basis if the value of the Shares as of any given quarter equals or exceeds a certain threshold (currently EUR 5 million). The reports must be filed on or before the 15th of the month following the end of the respective quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before 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 a certain threshold, 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. The Participant should consult with a personal advisor to ensure the Participant complies with applicable reporting obligations.

**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.

Annual Securities Accounts Tax Information. An "annual securities accounts tax" imposes a 0.15% annual tax on the value of the qualifying securities held in a Belgian or foreign securities account. The tax will not apply unless the total value of securities held in such account exceeds a certain threshold

(currently EUR 1 million) on average on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). Different payment obligations apply depending on whether the securities account is held with a Belgian or foreign financial institution. The Participant should consult with a professional tax or financial advisor for more information regarding the Participant's annual securities accounts tax payment obligations.

## **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 a certain threshold (currently US\$1,000,000), the declaration is required on an annual basis. If the aggregate value of such assets and rights exceeds a certain threshold (currently 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 a certain threshold 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, unlawful 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; and (b) the date that the Participant receives notice of termination of the Participant’s employment or service relationship, 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. The Participant will not be entitled to any pro-rated vesting for that portion of time before the date on which the Participant’s right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting. 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.

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 the PSUs relate to future services to be performed and are not a bonus or compensation for past services.

*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 for purposes that relate to the operation of the Plan. The Participant acknowledges and agrees that the Participant’s personal information, including any sensitive personal information, may be transferred outside the Province of Quebec, including to the United States. 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. The Participant also acknowledges and authorizes the Corporation, any Subsidiary or Affiliate, the Committee, the Agent and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Language Consent. A French translation of the Plan and the Agreement will be made available to the Participant as soon as reasonably practicable. A French translation of this document and the Plan will be made available to the Participant as soon as reasonably practicable. Notwithstanding anything to the

contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and the Plan will govern Participant's participation in the Plan.

*Une traduction française du Plan et du présent Contrat sera mise à la disposition de Participant dès que raisonnablement possible. Une traduction française du présent document et du Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire dans le Contrat, et à moins que le Participant n'indique le contraire, la traduction française du présent document et du Plan régira la participation du Participant au Plan.*

### **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 a certain threshold (currently C\$100,000) at any time during the year. Thus, the PSUs must be reported (generally at a nil cost) if such 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 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 a certain threshold (currently 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 a certain threshold (currently US\$5,000,000) (including the value of Shares acquired under the Plan), the Participant must provide the Central Bank with updated information accumulated for a three-month period no later than the first 45 days following the closing of the months of March, June and September and no later than 60 calendar days following the closing of the month of December using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

The Participant is responsible for complying with foreign exchange control requirements in Chile. The Participant should consult with the Participant's personal legal advisor regarding any exchange control obligations that the Participant may have prior to vesting in the PSUs, receiving proceeds from the sale of Shares acquired upon vesting and settlement of the PSUs, or receiving dividends.

**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 in accordance with applicable deadlines: [www.sii.cl](http://www.sii.cl). In addition, Shares acquired upon settlement of the PSUs must be registered with the CIRS's Foreign Investment Registry. 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, all payments related to the sale of any Shares must be transferred through the Colombian foreign exchange market (e.g., local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). The Participant should consult a personal legal advisor to ensure compliance with current regulations.

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**

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

Settlement of PSUs. Notwithstanding Section 1(d) (“Award, Vesting and Settlement of Performance Stock Units”) of the Performance Stock Agreement, 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.

### **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 if their aggregate value equals or exceeds a certain threshold (currently CZK 2,500,000) or other foreign financial assets with a value that equals or exceeds a certain threshold (currently CZK 200,000,000). 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 Sections L.225-197-1 to L.225-197-5 and Sections L. 22-10-59 to L. 22-10-60 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.** Certain transactions related to the PSUs must be reported to the German Federal Bank (*Bundesbank*) if the value of the transaction exceeds a certain threshold (currently EUR 12,500) (the “***Threshold***”). If the Participant acquires Shares with a value in excess of the Threshold, the Employer will generally not report the acquisition of such Shares, and the Participant may personally be obligated to report it to Bundesbank.

In addition, the Participant will be required to report (i) any payment the Participant makes or receives, (ii) any Shares withheld or sold by the Corporation to satisfy the Employer’s withholding obligations for Tax-Related Items, and (iii) any sale proceeds received when the Participant subsequently sells the Shares, in either case if the value of the Shares exceeds the Threshold. Note that, if the Participant reports the receipt of sale proceeds, the Participant will not need to file a separate report when repatriating the sale proceeds to Germany.

The report must be filed with the Bundesbank, either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via the Bundesbank website ([www.bundesbank.de](http://www.bundesbank.de)) or by such other method (e.g., email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within such other timing as is permitted or required by the Bundesbank. The Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.

## 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. The Participant may be required to provide information to the Corporation and/or the Employer to make any applicable filings under exchange control laws in India.

**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 that equal or exceed a certain threshold (currently US\$10,000), 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 a certain threshold



(currently JPY 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.

#### **MALAYSIA**

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

**Data Privacy.** This provision replaces in its entirety Section 16 ("Data Privacy") of the Performance 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 PSUs 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 PSUs 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 PSUs. 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 PSUs 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 Perkongsian Prestasi 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 PSUs 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 PSUs didepositkan yang 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 PSUs 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 keengganannya 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., PSUs, 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 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., 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, stockholders, 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.*

### ***Notifications***

**Securities Law Notification.** The PSUs granted, and any Shares acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Performance Stock Unit Agreement and any other document relating to the PSUs granted under the Plan may not be publicly distributed in Mexico. These materials are addressed to the Participant because of the Participant’s existing relationship with the Corporation and any Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Expedia Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

## **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.

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## **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 a certain threshold (currently 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 a certain threshold (currently EUR 15,000 or if such transfer of funds is connected with a business activity of an entrepreneur, PLN 15,000) 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).*

**Exchange Control Information.** If the Participant is a Portuguese resident and holds Shares after vesting of the PSUs, the acquisition of the 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 the 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. The Participant is responsible for complying with any and all Russian foreign exchange control requirements in connection with the PSUs, any Shares acquired and funds remitting into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. should be aware that certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account may require the Participant to repatriate any funds related to Shares acquired under the Plan (including cash dividends and proceeds from the sale of Shares) to an authorized bank in Russia where the foreign bank account is located in the U.S. The foreign exchange control rules and regulations in Russia are subject to frequent change. 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, including an annual cash flow report. 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 a certain threshold (currently 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 discretely 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 a certain threshold (currently EUR 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 a certain threshold (currently EUR 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.

**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 a certain threshold (currently EUR 1,000,000). Once such 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 exceeds EUR 100,000,000, more frequent reporting will be required.

## **SRI LANKA**

### ***Notifications***

**Exchange Control Information.** The Participant is required to repatriate to Sri Lanka the proceeds from the sale of any Shares which may be issued to the Participant upon vesting and settlement of the PSUs within three (3) months of the sale date. The Participant is personally responsible for complying with exchange control laws in Sri Lanka, and neither the Corporation nor the Employer will be liable for any fines or penalties resulting from the Participant’s failure to comply with applicable laws. The Participant should consult with the Participant’s personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations the Participant may have in connection with the Participant’s participation in the Plan.

## **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) constitute 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.** The Participant is required to immediately repatriate the proceeds from the sale of Shares or the receipt of dividends to Thailand if the proceeds realized in a single transaction exceeds a certain threshold (currently US\$1,000,000), unless he or she can rely on any applicable exemptions (*e.g.*, where the funds will be used offshore for any permissible purposes under exchange control regulations and the relevant form and supporting documents have been submitted to a commercial bank in Thailand). If applicable, within the next 360 days of repatriation, the Participant must convert such proceeds to Thai Baht 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.

## **TÜRKIYE**

### ***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 Türkiye. Further, the sale of Shares acquired under the Plan must occur outside of Türkiye. 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 HM 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.

**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 Sixth Amended and Restated 2005 Stock and Annual Incentive Plan (as amended from time to time, the "**Plan**"). Reference is made to the "**Employee Grant Details**", which may be found on the Participant's account page of the *E\*Trade by Morgan Stanley* website at [www.etrade.com](http://www.etrade.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 Employee Grant Details, this Agreement and the Plan, the Corporation hereby grants the Restricted Stock Units to the Participant pursuant to Section 7 of the Plan. The Employee Grant Details 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 Employee Grant Details, 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 Employee Grant Details. 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 60 days after the date on which the Restricted Stock Units vested), 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, 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 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. 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:

(1) withholding from the Participant's wages or other cash compensation paid to the Participant by the Corporation or the Employer; or

(2) 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

(3) 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) Notwithstanding anything in this Agreement to the contrary, as an additional condition of receiving the Restricted Stock Units, 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) 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, as determined by the Committee, or pursuant to 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 E\*Trade by Morgan Stanley 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 E\*Trade by Morgan Stanley 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 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 E\*Trade Financial Corporate Services, Inc., 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](#).<sup>1</sup>*

**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, unless otherwise required by applicable law.

**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 Awards 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.

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<sup>1</sup> <https://expediacorp.sharepoint.com/sites/BaseCamp/Policies/Pages/GlobalPolicies.aspx>

**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.**



\_\_\_\_\_  
Name: Robert Dzielak  
Title: Chief Legal Officer and Secretary

**PARTICIPANT**

\_\_\_\_\_

**APPENDIX  
TO  
EXPEDIA GROUP, INC.  
SIXTH 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 March 2024. 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 E\*Trade Financial Corporate Services, Inc., 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](#).<sup>2</sup>*

## **ARGENTINA**

### ***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 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.

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<sup>2</sup> <https://expediacorp.sharepoint.com/sites/BaseCamp/Policies/Pages/GlobalPolicies.aspx>

## **AUSTRALIA**

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

**Securities Law Information.** The offer of the Restricted Stock Units is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

**Offer of the Restricted Stock Units is Conditioned on Repayment by Employer.** The Participant acknowledges that the offer of Restricted Stock Units is subject to an agreement between the Corporation and the Employer that the Employer will bear the costs of the Participant's participation in the Plan, since the Employer derives material benefit from such participation. As a result, the Participant acknowledges and agrees that, if the Employer does not bear the costs of the Participant's participation in the Plan, then the Corporation, in its discretion, may decide not to allow the Participant to participate in the Plan, or may cancel any Restricted Stock Units granted to the Participant.

### ***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 a certain threshold (currently 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, the Participant must submit a report to the Austrian National Bank on a quarterly basis if the value of the Shares as of any given quarter equals or exceeds a certain threshold (currently EUR 5 million). The reports must be filed on or before the 15th of the month following the end of the respective quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before 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 a certain threshold, 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. The Participant should consult with a personal advisor to ensure the Participant complies with applicable reporting obligations.

## **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.

**Annual Securities Accounts Tax Information.** An "annual securities accounts tax" imposes a 0.15% annual tax on the value of the qualifying securities held in a Belgian or foreign securities account. The tax will not apply unless the total value of securities held in such account exceeds a certain threshold (currently EUR 1 million) on average on four reference dates within the relevant reporting period (*i.e.*, December 31, March 31, June 30 and September 30). Different payment obligations apply depending on whether the securities account is held with a Belgian or foreign financial institution. The Participant should consult with a professional tax or financial advisor for more information regarding the Participant's annual securities accounts tax payment obligations.

## **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 a certain threshold (currently US\$1,000,000), the declaration is required on an annual basis. If the aggregate value of such assets and rights exceeds a certain threshold (currently 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 a certain threshold 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, unlawful 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; and (b) the date that the Participant receives notice of termination of the Participant’s employment or service relationship, 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. The Participant will not be entitled to any pro-rated vesting for that portion of time before the date on which the Participant’s right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting. 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.

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 the Restricted Stock Units relate to future services to be performed and are not a bonus or compensation for past services.

*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 for purposes that relate to the operation of the Plan. The Participant acknowledges and agrees that the Participant’s personal information, including any sensitive personal information, may be transferred outside the Province of Quebec, including to the United States. 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. The Participant also acknowledges and authorizes the Corporation, any

Subsidiary or Affiliate, the Committee, the Agent and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

**Language Consent.** A French translation of the Plan and the Agreement will be made available to the Participant as soon as reasonably practicable. A French translation of this document and the Plan will be made available to the Participant as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and the Plan will govern Participant's participation in the Plan.

*Une traduction française du Plan et du présent Contrat sera mise à la disposition de Participant dès que raisonnablement possible. Une traduction française du présent document et du Plan sera mise à la disposition du Participant dès que cela sera raisonnablement possible. Nonobstant toute disposition contraire dans le Contrat, et à moins que le Participant n'indique le contraire, la traduction française du présent document et du Plan régira la participation du Participant au Plan.*

### **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 a certain threshold (currently C\$100,000) at any time during the year. Thus, the Restricted Stock Units must be reported (generally at a nil cost) if such 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 a certain threshold (currently 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 a certain threshold (currently US\$5,000,000) (including the value of Shares acquired under the Plan), the Participant must provide the Central Bank with updated information accumulated for a three-month period no later than the first 45 days following the closing of the months of March, June and September and no later than 60 calendar days following the closing of the month of December using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

The Participant is responsible for complying with foreign exchange control requirements in Chile. The Participant should consult with the Participant's personal legal advisor regarding any exchange control obligations that the Participant may have prior to vesting in the Restricted Stock Units, receiving proceeds from the sale of Shares acquired upon vesting and settlement of the Restricted Stock Units, or receiving dividends.

**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 in accordance with applicable deadlines: [www.sii.cl](http://www.sii.cl). In addition, Shares acquired upon settlement of the Restricted Stock Units must be registered with the CIRS's Foreign Investment Registry. 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, all payments related to the sale of any Shares must be transferred through the Colombian foreign exchange market (*e.g.*, local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). The Participant should consult a personal legal advisor to ensure compliance with current regulations.

**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**

### ***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, 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.

### **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 if their aggregate value equals or exceeds a certain threshold (currently CZK 2,500,000) or other foreign financial assets with a value that equals or exceeds a certain threshold (currently CZK 200,000,000). 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 Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 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. Certain transactions related to the Restricted Stock Units must be reported to the German Federal Bank (*Bundesbank*) if the value of the transaction exceeds a certain threshold (currently EUR 12,5000) (the “*Threshold*”). If the Participant acquires Shares with a value in excess of the Threshold, the Employer will generally not report the acquisition of such Shares, and the Participant may personally be obligated to report it to the Bundesbank.

In addition, the Participant will be required to report (i) any payment the Participant makes or receives, (ii) any Shares withheld or sold by the Corporation to satisfy the Employer’s withholding obligations for Tax-Related Items, and (iii) any sale proceeds received when the Participant subsequently sells the Shares, in either case if the value of the Shares exceeds the Threshold. Note that, if the Participant reports the receipt of sale proceeds, the Participant will not need to file a separate report when repatriating the sale proceeds to Germany.

The report must be filed with the Bundesbank, either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via the Bundesbank website ([www.bundesbank.de](http://www.bundesbank.de)) or by such other method (e.g., email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within such other timing as is permitted or required by the Bundesbank. The Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.

### **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. The Participant may be required to provide information to the Corporation and/or the Employer to make any applicable filings under exchange control laws in India.

**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).

Peretujuan 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 that equal or exceed a certain threshold (currently US\$10,000), 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 7 ("Other Restrictions"); 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 a certain threshold (currently JPY 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 didepositkan yang 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 pemrosesan 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 keengganannya 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.*

### ***Notifications***

Securities Law Notification. The Restricted Stock Units granted, and any Shares acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Restricted Stock Unit Agreement and any other document relating to the Restricted Stock Units granted under the Plan may not be publicly distributed in Mexico. These materials are addressed to the Participant because of the Participant’s existing relationship with the Corporation and any Subsidiary or Affiliate, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Expedia Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

## **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 a certain threshold (currently 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 a certain threshold (currently EUR 15,000 or if such transfer of funds is connected with a business activity of an entrepreneur, PLN 15,000) 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 Information.** If the Participant is a Portuguese resident and holds Shares after vesting of the Restricted Stock Units, the acquisition of the 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 the 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. The Participant is responsible for complying with any and all Russian foreign exchange control requirements in connection with the Restricted Stock Units, any Shares acquired and funds remitting into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. 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.

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, including an annual cash flow report. 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 a certain threshold (currently 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 a certain threshold (currently EUR 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 a certain threshold (currently EUR 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.

**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 a certain threshold (currently EUR 1,000,000). Once such 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 exceeds EUR 100,000,000, more frequent reporting will be required.

## **SRI LANKA**

### ***Notifications***

**Exchange Control Information.** The Participant is required to repatriate to Sri Lanka the proceeds from the sale of any Shares which may be issued to the Participant upon vesting and settlement of the Restricted Stock Units within three (3) months of the sale date. The Participant is personally responsible

for complying with exchange control laws in Sri Lanka, and neither the Corporation nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. The Participant should consult with the Participant's personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations the Participant may have in connection with the Participant's participation in the Plan.

#### **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) constitute 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.** The Participant is required to immediately repatriate the proceeds from the sale of Share or the receipt of dividends to Thailand if the proceeds realized in a single transaction exceeds a certain threshold (currently US\$1,000,000), unless he or she can rely on any applicable exemptions (*e.g.*, where the funds will be used offshore for any permissible purposes under exchange

control regulations and the relevant form and supporting documents have been submitted to a commercial bank in Thailand). If applicable, within the next 360 days of repatriation, the Participant must convert such proceeds to Thai Baht 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.

## **TÜRKIYE**

### ***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 Türkiye. Further, the sale of Shares acquired under the Plan must occur outside of Türkiye. 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 HM 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.

As of May 2, 2024, the following subsidiaries of Expedia Group, Inc. (the “Parent”) are Subsidiary Guarantors with respect to our outstanding debt securities:

<b><u>Guarantor</u></b>	<b><u>Jurisdiction of Formation</u></b>
BedandBreakfast.com, Inc.	United States – CO
CarRentals.com, Inc.	United States – NV
Cruise, LLC	United States - WA
EAN.com, LP	United States - DE
Expedia Group Commerce, Inc.	United States – DE
Expedia, Inc.	United States - WA
Expedia LX Partner Business, Inc.	United States – DE
Higher Power Nutrition Common Holdings, LLC	United States - DE
HomeAway Software, Inc.	United States - DE
HomeAway.com, Inc.	United States - DE
Hotels.com GP, LLC	United States - TX
Hotels.com, L.P.	United States - TX
Hotwire, Inc.	United States - DE
HRN 99 Holdings, LLC	United States - NY
Interactive Affiliate Network, LLC	United States - DE
LEMS I LLC	United States - DE
Liberty Protein, Inc.	United States - DE
O Holdings Inc.	United States – DE
Orbitz, LLC	United States - DE
Orbitz Worldwide, Inc.	United States - DE
Travelscape, LLC	United States - NV
VRBO Holdings, Inc.	United States - DE
WWTE, Inc.	United States – NV

## Certification

I, Barry Diller, Chairman and Senior Executive of Expedia Group, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Expedia Group, Inc.;
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;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ BARRY DILLER

Barry Diller

*Chairman and Senior Executive*

## Certification

I, Peter M. Kern, Vice Chairman and Chief Executive Officer of Expedia Group, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Expedia Group, Inc.;
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;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ PETER M. KERN

Peter M. Kern

*Vice Chairman and Chief Executive Officer*

## Certification

I, Julie Whalen, Chief Financial Officer of Expedia Group, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Expedia Group, Inc.;
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;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

/s/ JULIE WHALEN

Julie Whalen

Chief Financial Officer



CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Barry Diller, Chairman and Senior Executive of Expedia Group, Inc. (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the “Report”) which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 2, 2024

/s/ BARRY DILLER

Barry Diller

*Chairman and Senior Executive*

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Peter M. Kern, Vice Chairman and Chief Executive Officer of Expedia Group, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 2, 2024

/s/ PETER M. KERN

Peter M. Kern

*Vice Chairman and Chief Executive Officer*

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Julie Whalen, Chief Financial Officer of Expedia Group, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the "Report") which this statement accompanies fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 2, 2024

/s/ JULIE WHALEN

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Julie Whalen

*Chief Financial Officer*