

**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, 2021

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: 001-35362

**TRIPADVISOR, INC.**

(Exact name of registrant as specified in its charter)

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

**80-0743202**  
(I.R.S. Employer  
Identification No.)

400 1st Avenue  
Needham, MA 02494  
(Address of principal executive office) (Zip Code)

**Registrant's telephone number, including area code:**  
**(781) 800-5000**

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock	TRIP	Nasdaq

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

Class	Outstanding Shares at April 30, 2021
Common Stock, \$0.001 par value per share	124,109,641 shares
Class B common stock, \$0.001 par value per share	12,799,999 shares

**Tripadvisor, Inc.**  
**Form 10-Q**  
**For the Quarter Ended March 31, 2021**

**Table of Contents**

	<b><u>Page</u></b>
<b>Part I—Financial Information</b>	
Item 1. Unaudited Condensed Financial Statements	
<a href="#">Unaudited Condensed Consolidated Statements of Operations for the Three Months Ended March 31, 2021 and 2020</a>	3
<a href="#">Unaudited Condensed Consolidated Statements of Comprehensive Income (Loss) for the Three Months Ended March 31, 2021 and 2020</a>	4
<a href="#">Unaudited Condensed Consolidated Balance Sheets at March 31, 2021 and December 31, 2020</a>	5
<a href="#">Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity for the Three Months Ended March 31, 2021 and 2020</a>	6
<a href="#">Unaudited Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2021 and 2020</a>	7
<a href="#">Notes to Unaudited Condensed Consolidated Financial Statements</a>	8
Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	26
Item 3. <a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	44
Item 4. <a href="#">Controls and Procedures</a>	45
<b>Part II—Other Information</b>	
Item 1. <a href="#">Legal Proceedings</a>	45
<a href="#">Item 1A. Risk Factors</a>	46
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	46
Item 3. <a href="#">Defaults Upon Senior Securities</a>	47
Item 4. <a href="#">Mine Safety Disclosures</a>	47
Item 5. <a href="#">Other Information</a>	47
Item 6. <a href="#">Exhibits</a>	48
<a href="#">Signatures</a>	49

**TRIPADVISOR, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in millions, except per share amounts)

	Three months ended March 31,	
	2021	2020
Revenue (Note 3)	\$ 123	\$ 278
Costs and expenses:		
Cost of revenue (1)	12	19
Selling and marketing (2)	73	125
Technology and content (2)	55	69
General and administrative (2)	38	51
Depreciation and amortization	29	32
Restructuring and other related reorganization costs	—	9
Total costs and expenses	207	305
Operating income (loss)	(84)	(27)
Other income (expense):		
Interest expense	(11)	(2)
Interest income	—	1
Other income (expense), net	(1)	1
Total other income (expense), net	(12)	—
Income (loss) before income taxes	(96)	(27)
(Provision) benefit for income taxes (Note 6)	16	11
Net income (loss)	\$ (80)	\$ (16)
Earnings (loss) per share attributable to common stockholders (Note 10):		
Basic	\$ (0.59)	\$ (0.12)
Diluted	\$ (0.59)	\$ (0.12)
Weighted average common shares outstanding (Note 10):		
Basic	136	136
Diluted	136	136
(1) Excludes amortization as follows:		
Amortization of acquired technology included in amortization of intangible assets	\$ 1	\$ 1
Amortization of website development costs included in depreciation	16	17
	\$ 17	\$ 18
(2) Includes stock-based compensation expense as follows (Note 8):		
Selling and marketing	\$ 4	\$ 4
Technology and content	\$ 12	\$ 11
General and administrative	\$ 13	\$ 11

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**TRIPADVISOR, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**(in millions)**

	Three months ended	
	March 31,	
	2021	2020
Net income (loss)	\$ (80)	\$ (16)
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustments, net of tax (1)	(12)	(17)
Total other comprehensive income (loss), net of tax	(12)	(17)
Comprehensive income (loss)	<u>\$ (92)</u>	<u>\$ (33)</u>

(1) Deferred income tax liabilities related to these amounts are not material.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**TRIPADVISOR, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in millions, except number of shares and per share amounts)

	March 31, 2021	December 31, 2020
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents (Note 4)	\$ 674	\$ 418
Accounts receivable and contract assets, net of allowance for credit losses of \$34 and \$33, respectively (Note 3)	97	83
Income taxes receivable	50	50
Prepaid expenses and other current assets	24	22
<b>Total current assets</b>	<b>845</b>	<b>573</b>
Property and equipment, net of accumulated depreciation of \$398 and \$386, respectively	229	240
Operating lease right-of-use assets	50	54
Intangible assets, net of accumulated amortization of \$208 and \$206, respectively	80	86
Goodwill	852	862
Non-marketable investments (Note 4)	39	40
Deferred income taxes, net	33	10
Other long-term assets, net of allowance for credit losses of \$5 and \$5, respectively	104	104
<b>TOTAL ASSETS</b>	<b>\$ 2,232</b>	<b>\$ 1,969</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 13	\$ 18
Deferred merchant payables	71	36
Deferred revenue (Note 3)	38	28
Accrued expenses and other current liabilities	155	160
<b>Total current liabilities</b>	<b>277</b>	<b>242</b>
Long-term debt (Note 5)	831	491
Finance lease obligation, net of current portion	70	71
Operating lease liabilities, net of current portion	41	46
Deferred income taxes, net	2	10
Other long-term liabilities	226	223
<b>Total Liabilities</b>	<b>1,447</b>	<b>1,083</b>
Commitments and contingencies (Note 7)		
Stockholders' equity: (Note 9)		
Preferred stock, \$0.001 par value	—	—
Authorized shares: 100,000,000		
Shares issued and outstanding: 0 and 0		
Common stock, \$0.001 par value	—	—
Authorized shares: 1,600,000,000		
Shares issued: 142,914,851 and 140,775,221, respectively		
Shares outstanding: 124,070,237 and 121,930,607, respectively		
Class B common stock, \$0.001 par value	—	—
Authorized shares: 400,000,000		
Shares issued and outstanding: 12,799,999 and 12,799,999, respectively		
Additional paid-in capital	1,244	1,253
Retained earnings	309	389
Accumulated other comprehensive income (loss)	(46)	(34)
Treasury stock-common stock, at cost, 18,844,614 and 18,844,614 shares, respectively	(722)	(722)
<b>Total Stockholders' Equity</b>	<b>785</b>	<b>886</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 2,232</b>	<b>\$ 1,969</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

TRIPADVISOR, INC.  
 UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY  
 (in millions, except number of shares)

Three months ended March 31, 2021

	Common stock		Class B common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Treasury Stock		Total
	Shares	Amount	Shares	Amount				Shares	Amount	
<b>Balance as of December 31, 2020</b>	<b>140,775,221</b>	<b>\$ —</b>	<b>12,799,999</b>	<b>\$ —</b>	<b>\$ 1,253</b>	<b>\$ 389</b>	<b>\$ (34)</b>	<b>(18,844,614)</b>	<b>\$ (722)</b>	<b>\$ 886</b>
Net income (loss)						(80)				(80)
Other comprehensive loss							(12)			(12)
Issuance of common stock related to exercises of options and vesting of RSUs	2,139,630	—			7					7
Purchase of capped calls, net of tax of \$9 million (Note 5)					(26)					(26)
Withholding taxes on net share settlements of equity awards					(23)					(23)
Stock-based compensation					33					33
<b>Balance as of March 31, 2021</b>	<b>142,914,851</b>	<b>\$ —</b>	<b>12,799,999</b>	<b>\$ —</b>	<b>\$ 1,244</b>	<b>\$ 309</b>	<b>\$ (46)</b>	<b>(18,844,614)</b>	<b>\$ (722)</b>	<b>\$ 785</b>

Three months ended March 31, 2020

	Common stock		Class B common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Treasury Stock		Total
	Shares	Amount	Shares	Amount				Shares	Amount	
<b>Balance as of December 31, 2019</b>	<b>138,698,307</b>	<b>\$ —</b>	<b>12,799,999</b>	<b>\$ —</b>	<b>\$ 1,150</b>	<b>\$ 681</b>	<b>\$ (63)</b>	<b>(14,116,534)</b>	<b>\$ (607)</b>	<b>\$ 1,161</b>
Net income (loss)						(16)				(16)
Cumulative effect adjustment from adoption of new accounting guidance						(3)				(3)
Other comprehensive loss							(17)			(17)
Issuance of common stock related to exercises of options and vesting of RSUs	1,411,374	—			—					—
Repurchase of common stock (Note 9)								(4,707,450)	(115)	(115)
Withholding taxes on net share settlements of equity awards					(14)					(14)
Stock-based compensation					31					31
<b>Balance as of March 31, 2020</b>	<b>140,109,681</b>	<b>\$ —</b>	<b>12,799,999</b>	<b>\$ —</b>	<b>\$ 1,167</b>	<b>\$ 662</b>	<b>\$ (80)</b>	<b>(18,823,984)</b>	<b>\$ (722)</b>	<b>\$ 1,027</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**TRIPADVISOR, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions)

	Three months ended March 31,	
	2021	2020
<b>Operating activities:</b>		
Net income (loss)	\$ (80)	\$ (16)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	29	32
Stock-based compensation expense (Note 8)	29	26
Deferred income tax expense (benefit)	(22)	9
Provision for expected credit losses	2	5
Other, net	4	(2)
Changes in operating assets and liabilities, net of effects from acquisitions and other investments:		
Accounts receivable and contract assets, prepaid expenses and other assets	(21)	14
Accounts payable, accrued expenses and other liabilities	(11)	(21)
Deferred merchant payables	36	(86)
Income tax receivables/payables, net	6	(30)
Deferred revenue	9	(1)
<b>Net cash provided by (used in) operating activities</b>	<b>(19)</b>	<b>(70)</b>
<b>Investing activities:</b>		
Capital expenditures, including internal-use software and website development	(10)	(20)
<b>Net cash provided by (used in) investing activities</b>	<b>(10)</b>	<b>(20)</b>
<b>Financing activities:</b>		
Repurchase of common stock (Note 9)	—	(115)
Proceeds from issuance of 2026 Senior Notes, net of financing costs (Note 5)	340	—
Purchase of capped calls in connection with 2026 Senior Notes (Note 5)	(35)	—
Proceeds from 2015 Credit Facility (Note 5)	—	700
Proceeds from exercise of stock options	7	—
Payment of withholding taxes on net share settlements of equity awards	(23)	(14)
Payments of finance lease obligation and other financing activities, net	(2)	(1)
<b>Net cash provided by (used in) financing activities</b>	<b>287</b>	<b>570</b>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(2)	(1)
<b>Net increase in cash, cash equivalents and restricted cash</b>	<b>256</b>	<b>479</b>
Cash, cash equivalents and restricted cash at beginning of period	418	319
<b>Cash, cash equivalents and restricted cash at end of period</b>	<b>\$ 674</b>	<b>\$ 798</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**TRIPADVISOR, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1: BUSINESS DESCRIPTION AND BASIS OF PRESENTATION**

We refer to Tripadvisor, Inc. and our wholly-owned subsidiaries as “Tripadvisor”, “the Company”, “us”, “we” and “our” in these notes to the unaudited condensed consolidated financial statements.

**Description of Business**

Tripadvisor is a leading online travel company and our mission is to help people around the world plan, book and experience the perfect trip. We operate a global travel guidance platform that connects the world’s largest audience of prospective travelers with travel partners through rich content, price comparison tools, and online reservation and related services for destinations, accommodations, travel activities and experiences, and restaurants.

Under our flagship brand, Tripadvisor, we launched www.tripadvisor.com in the U.S. in 2000. In addition to the flagship Tripadvisor brand, which now operates in localized versions in approximately 50 markets worldwide, we also own and operate a portfolio of travel media brands and businesses, operating under various websites.

**Basis of Presentation**

The accompanying unaudited condensed consolidated financial statements present our results of operations, financial position and cash flows on a consolidated basis. The unaudited condensed consolidated financial statements include Tripadvisor, 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. All inter-company accounts and transactions have been eliminated in consolidation. One of our subsidiaries that operates in China has variable interests in affiliated entities in China in order to comply with Chinese laws and regulations, which restrict foreign investment in internet content provision businesses. Although we do not own the capital stock of these Chinese affiliates, we consolidate their results as we are the primary beneficiary of the cash losses or profits of these variable interest affiliates and have the power to direct the activity of these affiliates. Our variable interest entities’ financial results were not material for all periods presented. Investments in entities in which we do not have a controlling financial interest are accounted for under the equity method, the fair value option, as available-for-sale securities or at cost adjusted for observable price changes and impairments, as appropriate.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”) and include all normal and recurring adjustments that management of the Company considers necessary for a fair presentation of its financial position and operating results. We prepared the unaudited condensed consolidated financial statements following the requirements of the U.S. Securities and Exchange Commission (“SEC”) for interim reporting. As permitted under those rules, we condensed or omitted certain footnotes or other financial information that are normally required by GAAP for annual financial statements. Additionally, certain prior period amounts have been reclassified for comparability with the current period presentation, including the reclassification of \$9 million in restructuring costs, related to workforce reductions, the Company incurred during the three months ended March 31, 2020 to restructuring and other related reorganization costs on our unaudited condensed consolidated statement of operations, from selling and marketing expense, technology and content expense, and general and administrative expense of \$4 million, \$4 million and \$1 million, respectively. An amount of \$7 million was paid by the Company during the three months ended March 31, 2020, with the remaining \$2 million paid during the remainder of 2020.

Our interim unaudited condensed 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 condensed 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, 2020, previously filed with the SEC. The unaudited condensed consolidated balance sheet as of December 31, 2020 included herein was derived from the audited consolidated financial statements as of that date, but does not include all disclosures including notes required by GAAP.

As of March 31, 2021, Liberty Tripadvisor Holdings, Inc. (“LTRIP”) beneficially owned approximately 16.4 million shares of our common stock and 12.8 million shares of our Class B common stock, which constitute 13.3% of the outstanding shares of common stock and 100% of the outstanding shares of Class B common stock. Assuming the conversion of all of LTRIP’s shares of Class B common stock into common stock, LTRIP would beneficially own 21.4% of the outstanding common stock. Because each share of Class B common stock is entitled to ten votes per share and each share of common stock is entitled to one vote per share, LTRIP may be deemed to beneficially own equity securities representing 57.3% of our voting power. We had no related party transactions with LTRIP during the three months ended March 31, 2021 and 2020, respectively.



## Risks and Uncertainties

We continue to be subject to risks and uncertainties as a result of the COVID-19 pandemic. While we have seen varying degrees of containment of the virus in certain countries and some signs of travel recovery, the degree of containment and the recovery in travel has varied both region-to-region on a global basis, as well as state-to-state in the U.S. For example, when COVID-19 cases resurged during the fourth quarter of 2020, government restrictions and mandates were reinstated in certain geographies globally. We do not know the future path or rate of global or regional COVID-19 transmission, nor do we have visibility into when remaining or reinstated restrictions will be lifted, and where additional restrictions may be implemented or reinstated in the future due to resurgence of the virus. Correspondingly, we do not have forward-looking visibility into what the long-term impacts may be related to consumer demand for travel, usage patterns on our platform, and travel behavior patterns when travel bans and other government restrictions and mandates are fully lifted.

In the fourth quarter of 2020, multiple COVID-19 vaccines were approved for widespread distribution throughout various parts of the world, including the United States and in Europe, and in the first quarter of 2021, vaccination distribution programs were initiated around the world. Vaccine programs in our largest markets, the U.S. and U.K., appear to be progressing well, and we expect the same for mainland Europe in the near future. We are encouraged by these developments, however the timing of widespread vaccine distributions, efficacy against variants of COVID-19, whether there will be resurgences of the virus and subsequent government restrictions, and whether consumers demand for travel and hospitality services will continue to be negatively impacted remain uncertain. Therefore, the continuing extent of the impact of the COVID-19 pandemic on our business, results of operations, liquidity and financial condition remains uncertain and is dependent on future developments that cannot be accurately predicted at this time, such as the continued transmission rate of COVID-19, additional resurgences, if any, the extent and effectiveness of containment actions taken, and the ultimate impact of these and other factors on consumer demand for travel and usage patterns on our platform. We continue to believe the travel, hospitality, restaurant, and leisure industry, and consequently our business, will continue to be adversely and materially affected while the pandemic continues and travel bans and other government restrictions and mandates continue to remain in place or be reinstated, all of which negatively impact consumer demand, sentiment and discretionary spending patterns.

## Accounting Estimates

We use estimates and assumptions in the preparation of our unaudited condensed 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 unaudited condensed 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 unaudited condensed consolidated financial statements include: (i) recognition and recoverability of goodwill, and (ii) accounting for income taxes. The COVID-19 pandemic has created significant uncertainty in macroeconomic conditions, which may cause further business disruptions and continue to adversely and materially impact our results of operations. As a result, some of our estimates and assumptions required increased judgment and carry a higher degree of variability and volatility. As events continue to evolve and additional information becomes available, our estimates may change materially in future periods.

## Seasonality

Consumers' travel expenditures have historically followed a seasonal pattern. Correspondingly, travel partners' advertising investments, and therefore our revenue and profits, have also historically followed a seasonal pattern. Our financial performance tends to be seasonally highest in the second and third quarters of a given year, which includes the seasonal peak in consumer demand, traveler hotel and rental stays, and travel activities and experiences taken, compared to the first and fourth quarters, which represent seasonal low points. Due to the impact of COVID-19 on our business, however, we did not experience our typical seasonal pattern for revenue and profit during the calendar quarters within the year ended December 31, 2020, which generally has continued in the three months ended March 31, 2021. COVID-19 also contributed significantly to unfavorable working capital trends and material negative operating cash flow during the year ended December 31, 2020, and that trend, although improved since 2020 has continued in the three months ending March 31, 2021. Therefore, it is difficult to predict the seasonality for the upcoming quarters, given the continued uncertainty related to the ultimate extent and duration of the economic and consumer demand impact from COVID-19, the successful widespread distribution and execution of vaccination programs in our key markets, and the shape and timing of a recovery. In addition, significant shifts in our business mix or adverse economic conditions could result in future seasonal patterns that are different from historical trends.

## NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

In August 2020, the Financial Accounting Standards Board (“FASB”) issued new accounting guidance which simplifies the accounting for convertible debt instruments by reducing the number of accounting models and embedded conversion features that could be recognized separately from the primary contract. The new accounting guidance requires a convertible debt instrument to be accounted for as a single liability measured at its amortized cost, as long as no other features require bifurcation and recognition as derivatives. The new accounting guidance requires an entity to use the if-converted method in the diluted earnings per share calculation for convertible instruments. This guidance is effective for fiscal years and interim periods within those fiscal years, beginning after December 15, 2021, with early adoption permitted, including adoption in any interim period. We early adopted this new guidance in the first quarter of 2021 and there was no impact to any prior periods. Refer to “Note 5: Debt” as the Company applied this guidance to its 2026 Senior Notes.

There have been no other significant changes to our accounting policies since December 31, 2020, as described under “Note 2: Significant Accounting Policies”, in the notes to consolidated financial statements in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2020.

## NOTE 3: REVENUE RECOGNITION

We generate all of our revenue from contracts with customers. We recognize revenue when we satisfy a performance obligation by transferring control of the promised services to a customer in an amount that reflects the consideration that we expect to receive in exchange for those services. When we act as an agent in the transaction, we recognize revenue for only our commission on the arrangement. We determine revenue recognition through the following steps:

- (1) Identification of the contract, or contracts, with a customer
- (2) Identification of the performance obligations in the contract
- (3) Determination of the transaction price
- (4) Allocation of the transaction price to the performance obligations in the contract
- (5) Recognition of revenue when, or as, we satisfy a performance obligation

At contract inception, we assess the services promised in our contracts with customers and identify a performance obligation for each promise to transfer to the customer a service (or bundle of services) that is distinct. To identify the performance obligations, we consider all of the services promised in the contract regardless of whether they are explicitly stated or are implied by customary business practices. We have provided qualitative information about our performance obligations for our principal revenue streams discussed below. There was no significant revenue recognized in the three months ended March 31, 2021 and 2020, respectively, related to performance obligations satisfied in prior periods. We have applied a practical expedient and do not disclose the value of unsatisfied performance obligations that have an original expected duration of less than one year, and we do not have any material unsatisfied performance obligations over one year. The value related to our remaining or partially satisfied performance obligations relates to subscription services that are satisfied over time or services that are recognized at a point in time, but not yet achieved. Our timing of services, invoicing and payments are discussed in more detail below and do not include a significant financing component. Our customer invoices are generally due 30 days from the time of invoicing. The application of our revenue recognition policies and a description of our principal activities, organized by segment, from which we generate our revenue, are presented below.

### *Hotels, Media & Platform Segment*

**Tripadvisor-branded Hotels Revenue.** Our largest source of Hotels, Media & Platform segment revenue is generated from click-based advertising on Tripadvisor-branded websites, which is primarily comprised of contextually-relevant booking links to our travel partners’ websites. Our click-based travel partners are predominantly OTAs and hotels. Click-based advertising is generally priced on a cost-per-click, or “CPC”, basis, with payments from travel partners determined by the number of travelers who click on a link multiplied by the CPC rate for each specific click. CPC rates are determined in a dynamic, competitive auction process, also known as hotel auction revenue, where our travel partner CPC bids for rates and availability to be listed on our site are submitted. When a CPC bid is submitted, the travel partner agrees to pay us the bid amount each time a traveler clicks on the link to that travel partner’s websites. Bids can be submitted periodically – as often as daily – on a property-by-property basis. We record click-based advertising revenue as the click occurs and traveler leads are sent to the travel partner websites as our performance obligation is fulfilled at that time. Click-based revenue is generally billed to our travel partners on a monthly basis consistent with the timing of the service.

In addition, we offer subscription-based advertising to hotels, owners of B&Bs and other specialty lodging properties. Our performance obligation is generally to enable subscribers to advertise their businesses on our website, as well as to manage and

promote their website URL, email address, phone number, special offers and other information related to their business. Subscription-based advertising services are predominantly sold for a flat fee for a contracted period of time of one year or less and revenue is recognized on a straight-line basis over the period of the subscription service as efforts are expended evenly throughout the contract period. Subscription-based advertising services are generally billed at the inception of the service. When prepayments are received, we recognize deferred revenue for the amount of prepayment in excess of revenue recognized until the performance obligation is satisfied.

We also generate revenue from our cost-per-action, or “CPA” model, which consists of contextually-relevant booking links to our travel partners’ websites which are advertised on our platform. We earn a commission from our travel partners, based on a pre-determined contractual commission rate, for each traveler who clicks to and books a hotel reservation on the travel partners’ website, which results in a traveler stay. CPA revenue is billable only upon the completion of each traveler’s stay resulting from a hotel reservation. The travel partners provide the service to the travelers and we act as an agent under ASC 606 – *Revenue from Contracts with Customers* (“ASC 606”). Our performance obligation is complete at the time of the hotel reservation booking, and the commission earned is recognized upon booking, as we have no post-booking service obligations. We recognize this revenue net of an estimate of the impact of cancellations, using historical cancellation rates and current trends. Contract assets are recognized at the time of booking for commissions that are billable at the time of stay. To a lesser extent, we offer travel partners the opportunity to advertise and promote their business through hotel sponsored placements on our websites. This service is generally priced on a CPC basis, with payments from travel partners determined by the number of travelers who click on the sponsored link multiplied by the CPC rate for each specific click. CPC rates for hotel sponsored placements that our travel partners pay are generally based on bids submitted as part of an auction by our travel partners. When a CPC bid is submitted, the travel partner agrees to pay us the bid amount each time a traveler clicks on a link to our travel partner’s websites. Bids may be submitted periodically – as often as daily – on a property-by-property basis. We record this click-based advertising revenue as the click occurs and traveler leads are sent to the travel partner as our performance obligation is fulfilled at that time. Hotel sponsored placements revenue is generally billed to our travel partners on a monthly basis consistent with the timing of the service.

**Tripadvisor-branded Display and Platform Revenue.** We offer travel partners the ability to promote their brands through display-based advertising placements on our websites across all of our segments and business units. Our display-based advertising clients are predominantly direct suppliers of hotels, airlines and cruises, as well as destination marketing organizations. We also sell display-based advertising to OTAs and other travel related businesses, as well as advertisers from non-travel categories. Display-based advertising is sold predominantly on a cost per thousand impressions, or CPM, basis. The performance obligation in our display-based advertising arrangements is to display a number of advertising impressions on our websites and we recognize revenue for impressions as they are delivered. Services are generally billed monthly. We have applied the practical expedient to measure progress toward completion, as we have the right to invoice the customer in an amount that directly corresponds with the value to the customer of our performance to date, which is measured based on impressions delivered.

### ***Experiences & Dining Segment***

We provide information and services that allow consumers to research and book tours, activities and experiences in popular travel destinations both through Viator, our dedicated Experiences offering, and on our Tripadvisor website and mobile apps. We also power travel tours, activities and experiences booking capabilities to consumers on affiliate partner websites, including some of the world’s top airlines, hotel chains, and online and offline travel agencies. We work with local tour or travel activities/experiences operators (“the suppliers”) to provide consumers the ability to book tours, activities and experiences (“the activities”) in popular destinations worldwide. We generate commissions for each booking transaction we facilitate through our online reservation system. We provide post-booking service to the customer until the time of the activity, which is the completion of the performance obligation. Revenue is recognized at the time that the activity occurs. We generally do not control the activity before the supplier provides it to our customer and therefore act as agent for nearly all of these transactions under ASC 606. We generally collect payment from the customer at the time of booking that includes both our commission revenue and the amount due to the supplier. Our commission revenue is recorded as deferred revenue until the activity occurs and revenue is recognized, and the amount due to the supplier is recorded as deferred merchant payables on our consolidated balance sheet until completion of the activity and payment is made to the supplier. To a lesser extent, we earn commissions from third-party merchant partners who display and promote on their websites the supplier activities available on our platform to generate bookings. In these transactions, where we are not the merchant of record, we generally invoice and receive commissions directly from the third-party merchant partners. Our performance obligation is to allow the third-party merchant partners to display and promote on their website suppliers who utilize our platform and we earn a commission when consumers book and complete an activity. We do not control the service and act as an agent for these transactions under ASC 606. Our performance obligation is complete and revenue is recognized at the time of the booking, as we have no post-booking obligations. We recognize this revenue net of an estimate of the impact of cancellations, which is not material, using historical cancellation rates and current trends. Contract assets are recognized for commissions that are billable contingent upon completion of the activity.

We also provide information and services for consumers to research and book restaurant reservations in popular travel destinations through our dedicated online restaurant reservations offering, TheFork, and on our Tripadvisor-branded websites and mobile apps. We primarily generate transaction fees (or per seated diner fees) that are paid by our restaurant customers for diners seated primarily from bookings through TheFork's online reservation system. The transaction fee is recognized as revenue after the reservation is fulfilled, or as diners are seated by our restaurant customers. We invoice restaurants monthly for transaction fees. To a lesser extent, we also generate subscription fees for subscription-based advertising to restaurants, access to certain online reservation management services, marketing analytic tools, and menu syndication services provided by TheFork and Tripadvisor. As the performance obligation is to provide restaurants with access to these services over the subscription period, subscription fee revenue is recognized over the period of the subscription service on a straight-line basis as efforts are expended evenly throughout the contract period. Subscription fees are generally billable in advance of service. When prepayments are received, we recognize deferred revenue for the amount of prepayment in excess of revenue recognized until the performance obligation is satisfied. In addition, we also offer restaurant partners the opportunity to advertise and promote their business through restaurant media advertising placements on our website. This service is generally priced on a CPC basis, with payments from restaurant partners determined by the number of consumers who click on the sponsored link multiplied by the CPC rate for each specific click. CPC rates for media advertising placements that our restaurant partners pay are based on a pre-determined contractual rate. We record this click-based advertising revenue as the click occurs and diner leads are sent to the restaurant partner as our performance obligation is fulfilled at that time. Click-based revenue is generally billed to our restaurant partners on a monthly basis consistent with the timing of the service.

#### **Other**

We provide information and services that allow travelers to research and book vacation and short-term rental properties, including full homes, condominiums, villas, beach properties, cabins and cottages. Our Rentals offering generates revenue primarily by offering individual property owners and managers the ability to list their properties on our websites and mobile apps thereby connecting with travelers through a free-to-list, commission-based option or, to a lesser extent, by an annual subscription-based fee structure. These properties are listed on [www.flipkey.com](http://www.flipkey.com), [www.holidaylettings.co.uk](http://www.holidaylettings.co.uk), [www.housetrip.com](http://www.housetrip.com), [www.niumba.com](http://www.niumba.com), and [www.vacationhomerentals.com](http://www.vacationhomerentals.com), and on our Tripadvisor-branded websites and mobile apps. We earn commissions associated with rental transactions through our free-to-list model from both the traveler, and the property owner or manager. We provide post-booking service to the travelers, property owners and managers until the time the rental commences, which is the time the performance obligation is completed. Revenue from transaction fees is recognized at the time that the rental commences. We act as an agent, under ASC 606, in the transactions as we do not control any properties before the property owner provides the accommodation to the traveler and do not have inventory risk. We generally collect payment from the traveler at the time of booking, representing the amount due to the property owner or manager, as well as our commission. That portion of the payment representing our commission is recorded as deferred revenue until revenue is recognized, and that portion of the payment representing the amount due to the property owner is recorded as deferred merchant payables until payment is made to the property owner after the completion of the rental. Payments for term-based subscription fees related to online advertising services for the listing of rental properties are generally due in advance. As the performance obligation is the listing service provided to the property owner or manager over the subscription period, revenue is recognized over the period of the subscription service on a straight-line basis as efforts are expended evenly throughout the contract period. We recognize deferred revenue for the amount of prepayment in excess of revenue recognized until the performance obligation is satisfied.

In addition, Other also includes revenue generated from flights, cruises, and car offerings on Tripadvisor-branded websites and Tripadvisor's portfolio of travel media brands, which primarily includes click-based advertising and display-based advertising revenue. The performance obligations, timing of customer payments for these brands, and methods of revenue recognition are generally consistent with click-based advertising and display-based advertising revenue, as described above.

We disaggregate revenue from contracts with customers into major products/revenue sources. We have determined that disaggregating revenue into these categories achieves the disclosure objective to depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. As noted in "Note 11: Segment Information," our business consists of two reportable segments – (1) Hotels, Media & Platform; and (2) Experiences & Dining. A reconciliation of disaggregated revenue to segment revenue is also included below. Other consists of a combination of business units, and does not constitute a reportable segment.

	Three months ended March 31,	
	2021	2020
<b>Major products/revenue sources (1):</b>	<b>(in millions)</b>	
Hotels, Media & Platform		
Tripadvisor-branded hotels	\$ 74	\$ 137
Tripadvisor-branded display and platform	14	32
<b>Total Hotels, Media &amp; Platform</b>	<b>88</b>	<b>169</b>
Experiences & Dining	28	83
Other	7	26
<b>Total Revenue</b>	<b>\$ 123</b>	<b>\$ 278</b>

(1) Our revenue is recognized primarily at a point in time for all reported segments.

The following table provides information about the opening and closing balances of accounts receivable and contract assets from contracts with customers (in millions):

	March 31, 2021	December 31, 2020
Accounts receivable	73	70
Contract assets	24	13
<b>Total</b>	<b>\$ 97</b>	<b>\$ 83</b>

Accounts receivable are recognized when the right to consideration becomes unconditional. Contract assets are rights to consideration in exchange for services that we have transferred to a customer when that right is conditional on something other than the passage of time, such as commission payments that are contingent upon the completion of the service by the principal in the transaction. The difference between the opening and closing balances of our contract assets primarily results from the timing difference between when we satisfy our performance obligations and the time when the principal completes the service in the transaction.

Contract liabilities generally include payments received in advance of performance under the contract, and are realized as revenue as the performance obligation to the customer is satisfied, which we present as deferred revenue on our consolidated balance sheets. As of January 1, 2021 and 2020, we had \$28 million and \$62 million, respectively, recorded as deferred revenue on our unaudited condensed consolidated balance sheets, of which \$11 million and \$32 million, respectively, was recognized in revenue and \$2 million and \$6 million, respectively, was refunded due to cancellations by travelers during the three months ended March 31, 2021 and 2020, respectively. The difference between the opening and closing balances of our deferred revenue primarily results from the timing differences between when we receive customer payments and the time in which we satisfy our performance obligations.

There were no significant changes in contract assets or deferred revenue during the three months ended March 31, 2021 and 2020 related to business combinations, impairments, cumulative catch-ups or other material adjustments. However, to the extent the COVID-19 pandemic continues, we may incur additional significant and unanticipated cancellations by consumers related to future travel, accommodations and tour bookings, which have been reserved by travelers and recorded as deferred revenue on our unaudited condensed consolidated balance sheet as of March 31, 2021.

#### NOTE 4: FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

For assets and liabilities required to be reported at fair value, GAAP provides a hierarchy that prioritizes inputs to valuation techniques used to measure fair value into three broad levels:

Level 1—Valuations are based on quoted market prices for identical assets and liabilities in active markets.

Level 2—Valuations are based on observable inputs other than quoted market prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3—Valuations are based on unobservable inputs reflecting our own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

We had no material financial assets or liabilities measured at fair value on a recurring basis as of March 31, 2021 and December 31, 2020.

### Cash and Cash Equivalents

As of March 31, 2021 and December 31, 2020, we had \$674 million and \$418 million, respectively, of cash and cash equivalents, which consisted of available on demand cash deposits in global financial institutions.

We generally classify cash equivalents and marketable securities, if any, within Level 1 and Level 2 as we value these financial instruments using quoted market prices (Level 1) or alternative pricing sources (Level 2). The valuation technique we use to measure the fair value of money market funds is derived from quoted prices in active markets for identical assets or liabilities. Fair values for Level 2 investments are considered "Level 2" valuations because they are obtained from independent pricing sources for identical or comparable instruments, rather than direct observations of quoted prices in active markets. Our procedures include controls to ensure that appropriate fair values are recorded, including comparing the fair values obtained from our independent pricing services against fair values obtained from another independent source.

### Derivative Financial Instruments

We generally use forward contracts to reduce the effects of foreign currency exchange rate fluctuations on our cash flows primarily for the Euro versus the U.S. Dollar. For the three months ended March 31, 2021 and 2020, our forward contracts have not been designated as hedges and generally had maturities of less than 90 days. Our outstanding or unsettled forward contracts are carried at fair value on our unaudited condensed consolidated balance sheets at March 31, 2021 and December 31, 2020. We measure the fair value of our outstanding or unsettled derivatives using Level 2 fair value inputs, as we use a pricing model that takes into account the contract terms as well as current foreign currency exchange rates in active markets. We recognize any gain or loss resulting from the change in fair value of our foreign currency forward contracts in other income (expense), net on our unaudited condensed consolidated statement of operations, which was not material for the three months ended March 31, 2021. For the three months ended March 31, 2020, we recorded a net gain of \$1 million related to our forward contracts.

The following table shows the net notional principal amounts of our outstanding derivative instruments as of the periods presented:

	March 31, 2021	December 31, 2020
	(in millions)	
Foreign currency exchange-forward contracts (1) (2)	\$ 9	\$ 3

- (1) Derivative contracts address foreign currency exchange fluctuations for the Euro versus the U.S. dollar. These outstanding derivatives are not designated as hedging instruments and have an original maturity period of 90 days or less.
- (2) The fair value of our outstanding derivatives as of March 31, 2021 and December 31, 2020, respectively, was not material. The notional amount of a forward contract is the contracted amount of foreign currency to be exchanged and is not recorded on the balance sheet.
- Counterparties to our outstanding forward contracts consist of major global financial institutions. We monitor our positions and the credit ratings of the counterparties involved and, by policy limits, the amount of credit exposure to any one party. We do not use derivatives for trading or speculative purposes. We did not enter into any cash flow, fair value or net investment hedges as of March 31, 2021 or December 31, 2020.

### Other Financial Assets and Liabilities

As of March 31, 2021 and December 31, 2020, financial instruments not measured at fair value on a recurring basis including accounts payable, accrued expenses and other current liabilities, and deferred merchant bookings, were carried at cost on our unaudited condensed consolidated balance sheets, which approximates their fair values because of the short-term nature of these items. Accounts receivable and contract assets, on our unaudited condensed consolidated balance sheets, as well as certain other financial assets, were measured at amortized cost and are carried at cost less an allowance for expected credit losses to present the net amount expected to be collected.

The following table shows the aggregate principal and fair value amount of our outstanding 2025 Senior Notes and 2026 Senior Notes as of the periods presented, classified as long-term debt on our unaudited condensed consolidated balance sheets, and was considered Level 2 fair value measurements. Refer to "Note 5: Debt" for additional information on our 2025 Senior Notes and 2026 Senior Notes.

	March 31, 2021	December 31, 2020
	(in millions)	
<b>2025 Senior Notes</b>		
Aggregate principal amount	\$ 500	\$ 500
Carrying value amount (1)	492	491
Fair value amount (2)	541	542
<b>2026 Senior Notes</b>		
Aggregate principal amount	\$ 345	\$ —
Carrying value amount (3)	339	—
Fair value amount (2)	364	—

(1) Net of \$8 million and \$9 million of unamortized debt issuance costs as of March 31, 2021 and December 31, 2020, respectively.

(2) We estimate the fair value of our outstanding 2025 Senior Notes and 2026 Senior Notes based on recently reported market transactions and/or prices for identical or similar financial instruments obtained from a third-party pricing source.

(3) Net of \$6 million in unamortized debt issuance costs.

### **Risks and Concentrations**

In addition to the impact of COVID-19, which is discussed in “Note 1: *Business Description and Basis of Presentation*”, our business is subject to certain financial risks and concentrations, including concentration related to dependence on our relationships with our customers. For the year ended December 31, 2020, our two most significant travel partners, Expedia (and its subsidiaries) and Booking (and its subsidiaries), each accounted for 10% or more of our consolidated revenue and combined accounted for 25% of our consolidated revenue, with nearly all of this revenue concentrated in our Hotels, Media & Platform segment.

Financial instruments, which potentially subject us to concentration of credit risk, generally consist, at any point in time, primarily of cash and cash equivalents, corporate debt securities, forward contracts, capped calls, and accounts receivable. We maintain cash and cash equivalents balances with financial institutions that are in excess of Federal Deposit Insurance Corporation insurance limits. Our cash and cash equivalents are primarily composed of bank account balances with financial institutions primarily denominated in U.S. dollars, Euros, British pounds, and Australian dollars. We invest in highly-rated corporate debt securities, and our investment policy limits the amount of credit exposure to any one issuer, industry group and currency. Our credit risk related to corporate debt securities, if any, is also mitigated by the relatively short maturity period required by our investment policy. Forward contracts and capped calls are transacted with major international financial institutions with high credit standings. Forward contracts typically have maturities of less than 90 days which also mitigates credit risk. Our overall credit risk related to accounts receivable is mitigated by the relatively short collection period.

### **Assets Measured at Fair Value on a Non-recurring Basis**

#### **Non-Marketable Investments**

##### *Equity Securities Accounted for under the Equity Method*

The Company owns a 40% equity investment in Chelsea Investment Holding Company PTE Ltd, which is majority owned by Ctrip Investment Holding Ltd, a majority-owned subsidiary of Trip.com Group Limited. The Company accounts for this minority investment under the equity method, given it has the ability to exercise significant influence, but not control, over the investee. The carrying value of this minority investment was \$37 million and \$38 million as of March 31, 2021 and December 31, 2020, respectively, and is included in non-marketable investments on our unaudited condensed consolidated balance sheets. During both the three months ended March 31, 2021 and 2020, we recognized \$1 million, representing our share of the investee’s net loss in other income (expenses), net within the unaudited condensed consolidated statements of operations. The Company evaluates this investment for impairment when factors indicate that a decline in the value of its investment has occurred and the carrying amount of its investment may not be recoverable. An impairment loss, based on the excess of the carrying value over the estimated fair value of the investment based on Level 3 inputs, is recognized in earnings when an impairment is deemed to be other than temporary. During both the three months ended March 31, 2021 and 2020, we did not record any impairment loss on this equity investment.

The Company maintains various commercial agreements with Chelsea Investment Holding Company PTE Ltd. and/or its subsidiaries. Transactions under these agreements are considered related-party transactions, and were not material during the three months ended March 31, 2021 and 2020.

### Other Long-Term Assets

The Company holds collateralized notes (the “Notes Receivable”) with a total principal amount of \$20 million from a privately-held company. The Company has classified the Notes Receivable as held-to-maturity, as the Company has concluded it has the positive intent and ability to hold the Notes Receivable until maturity, with 50% due in 5 years and the remaining 50% due in 10 years from issuance date. As of March 31, 2021 and December 31, 2020, the carrying value of the Notes Receivable was \$14 million, net of accumulated allowance for credit losses, and is classified in other long-term assets, net on our unaudited condensed consolidated balance sheet at amortized cost. On a quarterly basis, we perform a qualitative assessment considering impairment indicators to evaluate whether the Notes Receivable are impaired and monitor for changes to our allowance for credit losses.

### NOTE 5: DEBT

The Company’s outstanding debt consisted of the following for the periods presented:

<b>March 31, 2021</b>	<b>Outstanding Principal Amount</b>	<b>Unamortized Debt Issuance Costs</b>	<b>Carrying Value</b>
	<b>(in millions)</b>		
<b>Long-Term Debt:</b>			
2025 Senior Notes	\$ 500	\$ (8)	\$ 492
2026 Senior Notes	345	(6)	339
<b>Total Long-Term Debt</b>	<b>\$ 845</b>	<b>\$ (14)</b>	<b>\$ 831</b>
<b>December 31, 2020</b>	<b>Outstanding Principal Amount</b>	<b>Unamortized Debt Issuance Costs</b>	<b>Carrying Value</b>
	<b>(in millions)</b>		
<b>Long-Term Debt:</b>			
2025 Senior Notes	\$ 500	\$ (9)	\$ 491
<b>Total Long-Term Debt</b>	<b>\$ 500</b>	<b>\$ (9)</b>	<b>\$ 491</b>

### 2015 Credit Facility

We are party to a credit agreement with a group of lenders initially entered in June 2015 (as amended, the “Credit Agreement”), which, among other things, provides for a \$500 million unsecured revolving credit facility (the “2015 Credit Facility”) with a maturity date of May 12, 2024. The 2015 Credit Facility, among other things, requires us to maintain a maximum leverage ratio and contains certain customary affirmative covenants and events of default, including a change of control.

We amended the 2015 Credit Facility in May 2020 and December 2020 to, among other things:

- suspend the leverage ratio covenant for quarterly testing of compliance beginning in the second quarter of 2020 until the earlier of (a) the first day after June 30, 2021 through maturity on which borrowings and other revolving credit utilizations under the revolving commitments exceed \$200 million, and (b) the election of the Company, at which time the leverage ratio covenant will be reinstated (the “Leverage Covenant Holiday”), and replace it with a minimum liquidity covenant during the Leverage Covenant Holiday, that requires us to maintain \$150 million of unrestricted cash, cash equivalents and short-term investments less deferred merchant payables plus available revolver capacity;
- decrease the aggregate amount of revolving loan commitments available to \$500 million from \$1.2 billion;
- extend the maturity date of the 2015 Credit Facility from May 12, 2022 to May 12, 2024; and
- secure the obligations under the agreement.

During the Leverage Covenant Holiday, any outstanding or future borrowings under the 2015 Credit Facility will bear interest at LIBOR plus a 2.25% margin with a LIBOR floor of 1% per annum. We are required to pay a quarterly commitment fee, at an applicable rate of 0.5%, on the daily unused portion of the revolving credit facility for each fiscal quarter during the Leverage Covenant Holiday and also additional fees in connection with the issuance of letters of credit. The Company may borrow from the 2015 Credit Facility in U.S. dollars, Euros and British pounds. In addition, our 2015 Credit Facility includes \$15 million of borrowing capacity available for letters of credit and \$40 million for Swing Line borrowings on same-day notice. As of March 31, 2021, we had issued \$4 million of outstanding letters of credit under the 2015 Credit Facility.



As of March 31, 2021 and December 31, 2020, the Company had no outstanding borrowings under the 2015 Credit Facility. For both the three months ended March 31, 2021 and 2020, we recorded total interest expense and commitment fees on our 2015 Credit Facility of \$1 million to interest expense on our unaudited condensed consolidated statements of operations. During the three months ended March 31, 2020, the Company borrowed \$700 million under the 2015 Credit Facility. These funds were drawn down as a precautionary measure to reinforce the Company's liquidity position and preserve financial flexibility in light of uncertainty in the global markets resulting from COVID-19 and repaid by the Company during 2020.

The Credit Agreement contains a number of covenants that, among other things, restrict our ability to incur additional indebtedness, create liens, enter into sale and leaseback transactions, engage in mergers or consolidations, sell or transfer assets, pay dividends and distributions, make investments, loans or advances, prepay certain subordinated indebtedness, make certain acquisitions, engage in certain transactions with affiliates, amend material agreements governing certain subordinated indebtedness, and change our fiscal year. The Credit Agreement also limits the Company from repurchasing shares of its common stock and paying dividends, among other restrictions, during the Leverage Covenant Holiday. In addition, to secure the obligations under the Credit Agreement, the Company and certain subsidiaries have granted security interests and liens in and on substantially all of their assets as well as pledged shares of certain of the Company's subsidiaries. As of March 31, 2021 and December 31, 2020, we were in compliance with our covenants.

#### **2025 Senior Notes**

On July 9, 2020, the Company completed the sale of \$500 million aggregate principal amount of 7.0% Senior Notes due 2025 (the "2025 Senior Notes"), pursuant to a purchase agreement, dated July 7, 2020, among the Company, the guarantors party thereto and the initial purchasers party thereto in a private offering. The 2025 Senior Notes were issued pursuant to an indenture, dated July 9, 2020 (the "2025 Indenture"), among the Company, the guarantors and the trustee. The 2025 Indenture provides, among other things, that interest will be payable on the 2025 Senior Notes on January 15 and July 15 of each year, which began on January 15, 2021, until their maturity date of July 15, 2025. The 2025 Senior Notes are senior unsecured obligations of the Company and are guaranteed by certain of the Company's domestic subsidiaries.

The Company has the option to redeem all or a portion of the 2025 Senior Notes at any time on or after July 15, 2022 at the redemption prices set forth in the 2025 Indenture, plus accrued and unpaid interest, if any. The Company may also redeem all or any portion of the 2025 Senior Notes at any time prior to July 15, 2022, at a price equal to 100% of the aggregate principal amount thereof plus a make-whole premium and accrued and unpaid interest, if any. In addition, before July 15, 2022, the Company may redeem up to 40% of the aggregate principal amount of the 2025 Senior Notes with the net proceeds of certain equity offerings at the redemption price set forth in the 2025 Indenture, provided that certain conditions are met. Subject to certain limitations, in the event of a Change of Control Triggering Event (as defined in the 2025 Indenture), the Company will be required to make an offer to purchase the 2025 Senior Notes at a price equal to 101% of the aggregate principal amount of the 2025 Senior Notes repurchased, plus accrued and unpaid interest, if any, to the date of repurchase. These features have been evaluated as embedded derivatives under GAAP; however, the Company has concluded they do not meet the requirements to be accounted for separately.

As of March 31, 2021, unpaid interest on our 2025 Senior Notes totaled approximately \$8 million and is included in accrued expenses and other current liabilities on our unaudited condensed consolidated balance sheet, and was recorded as interest expense on our unaudited condensed consolidated statement of operations for the three months ended March 31, 2021.

The 2025 Indenture contains covenants that, among other things and subject to certain exceptions and qualifications, restrict the ability of the Company and the ability of certain of its subsidiaries to incur or guarantee additional indebtedness or issue disqualified stock or certain preferred stock; pay dividends and make other distributions or repurchase stock; make certain investments; create or incur liens; sell assets; create restrictions affecting the ability of restricted subsidiaries to make distributions, loans or advances or transfer assets to the Company or the restricted subsidiaries; enter into certain transactions with the Company's affiliates; designate restricted subsidiaries as unrestricted subsidiaries; and merge, consolidate or transfer or sell all or substantially all of the Company's assets.

#### **2026 Senior Notes**

On March 25, 2021, we entered into a purchase agreement for the sale of \$300 million aggregate principal amount of 0.25% Convertible 2026 Senior Notes due 2026 (the "2026 Senior Notes") in a private offering to qualified institutional buyers. The 2026 Senior Notes included of an over-allotment option that provided the initial purchasers of the 2026 Senior Notes with the option to purchase an additional \$45 million aggregate principal amount of the 2026 Senior Notes; such over-allotment option was fully exercised. In connection with the issuance of the 2026 Senior Notes, the Company entered into an Indenture, dated March 25, 2021 (the "2026 Indenture"), among the Company, the guarantors party thereto and the trustee. The terms of the 2026 Senior Notes are governed by the 2026 Indenture. The 2026 Senior Notes mature on April 1, 2026, unless earlier converted, redeemed or repurchased. The 2026 Senior Notes are senior unsecured obligations of the Company, although guaranteed by certain of the Company's domestic

subsidiaries, with interest payable semiannually in arrears on April 1 and October 1 of each year, beginning on October 1, 2021, at a rate of 0.25% per annum.

The 2026 Senior Notes will be redeemable, in whole or in part, at our option at any time, and from time to time, on or after April 1, 2024 and on or before the 30th scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the 2026 Senior Notes to be redeemed, plus accrued and unpaid interest, if any, but only if the last reported sale price per share of our common stock exceeds 130% of the conversion price on (1) each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the trading day immediately before the date we send the related redemption notice; and (2) the trading day immediately before the date we send such notice. In addition, calling any such note for redemption will constitute a make-whole fundamental change with respect to that note, in which case the conversion rate applicable to the conversion of that note will be increased in certain circumstances if it is converted after it is called for redemption.

The 2026 Senior Notes are unconditionally guaranteed, on a joint and several basis, by the guarantors on a senior, unsecured basis. The 2026 Senior Notes are our general senior unsecured obligations and rank equally in right of payment with all of our existing and future senior indebtedness, and senior in right of payment to all of our future subordinated indebtedness. The 2026 Senior Notes will be effectively subordinated to any of our existing and future secured indebtedness, including borrowings under our 2015 Credit Facility and our 2025 Senior Notes, to the extent of the value of the assets securing such indebtedness.

Holders may convert their 2026 Senior Notes under the following conditions at any time prior to the close of business on the business day immediately preceding January 1, 2026 in multiples of \$1,000 principal amount, only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period after any five consecutive trading day period (the “measurement period”) in which the trading price per \$1,000 principal amount of 2026 Senior Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day; or
- upon the occurrence of specified corporate events as described in the 2026 Indenture.

In addition, holders may convert their 2026 Senior Notes, in multiples of \$1,000 principal amount, at their option at any time beginning on or after January 1, 2026, and prior to the close of business on the second scheduled trading day immediately preceding the stated maturity date of the 2026 Senior Notes, without regard to the foregoing circumstances.

The initial conversion rate for the 2026 Senior Notes is 13.5483 shares of common stock per \$1,000 principal amount of 2026 Senior Notes, which is equivalent to an initial conversion price of approximately \$73.81 per share of common stock, or approximately 4.7 million shares of common stock, subject to adjustment upon the occurrence of certain specified events as set forth in the 2026 Indenture. Upon conversion, the Company may choose to pay or deliver, as the case may be, cash, shares of common stock or a combination of cash and shares of common stock.

The Company accounts for the 2026 Senior Notes as a liability measured at its amortized cost, and no other features of the 2026 Senior Notes are bifurcated and recognized as a derivative. The net proceeds from the issuance of the 2026 Senior Notes were approximately \$340 million, net of debt issuance costs of \$5 million comprised primarily of the initial purchasers’ discount and the Company used a portion of the proceeds from the 2026 Senior Notes to enter into the capped call transactions as discussed below. The Company intends to use the remainder of the net proceeds from this offering for general corporate purposes, which may include repayment of debt, including the partial redemption of our 2025 Senior Notes due 2025 prior to maturity. The debt issuance costs will be amortized over the remaining term of the 2026 Senior Notes, using the effective interest rate method over the five-year maturity of the 2026 Senior Notes, and recorded to interest expense on our unaudited condensed consolidated statements of operations. During the three months ended March 31, 2021, our effective interest rate, including the debt issuance costs, was 0.60% and total interest expense on our 2026 Senior Notes was not material.

The 2026 Senior Notes are unsecured and do not contain any financial covenants, restrictions on dividends, incurrence of senior debt or other indebtedness, or restrictions on the issuance or repurchase of securities by the Company.

#### ***Capped Call Transactions***

In connection with the issuance of the 2026 Senior Notes, the Company entered into privately negotiated capped call transactions (the “Capped Calls”) with certain of the initial purchasers of the 2026 Senior Notes and/or their respective affiliates

and/or other financial institutions (the “Option Counterparties”) at a cost of approximately \$35 million. The Capped Calls are separate transactions entered into by the Company with each Option Counterparty, and are not part of the terms of the 2026 Senior Notes and will not affect any noteholder’s rights under the 2026 Senior Notes. Noteholders will not have any rights with respect to the Capped Calls.

The Capped Calls cover, subject to anti-dilution adjustments, substantially similar to those applicable to the conversion rate of the 2026 Senior Notes, the number of shares of common stock initially underlying the 2026 Senior Notes, or up to approximately 4.7 million shares of our common stock. The Capped Calls are expected generally to reduce potential dilution to the common stock upon any conversion of 2026 Senior Notes and/or offset any potential cash payments the Company is required to make in excess of the principal amount of such converted 2026 Senior Notes, as the case may be, with such reduction and/or offset subject to a cap. The strike price of the Capped Calls is \$73.81, while the cap price of the Capped Calls will initially be \$107.36 per share of our common stock, which represents a premium of 100% over the close price of our common stock of \$53.68 per share on March 22, 2021, and is subject to certain customary adjustments under the terms of the Capped Calls.

The Capped Calls are considered indexed to our own stock and are considered equity classified under GAAP, and included as a reduction to additional paid-in-capital within shareholders’ equity on the unaudited condensed consolidated balance sheet as of March 31, 2021. The Capped Calls are not accounted for as derivatives and not remeasured each reporting period. In addition, we recorded a deferred tax asset of \$9 million during the three months ended March 31, 2021, as we made an income tax election allowable under Internal Revenue Service (the “IRS”) regulations in order to recover the cost of the Capped Calls as interest expense for income tax purposes over the term of the 2026 Senior Notes.

#### **NOTE 6: INCOME TAXES**

Each interim period is considered an integral part of the annual period; accordingly, we measure our income tax expense using an estimated annual effective tax rate. An enterprise is required, at the end of each interim reporting period, to make its best estimate of the annual effective tax rate for the full fiscal year and use that rate to provide for income taxes on a current year-to-date basis, as adjusted for discrete taxable events that occur during the interim period.

On March 27, 2020, the U.S. government enacted the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). The CARES Act made tax law changes to provide financial relief to companies as a result of the business impacts of COVID-19. Key income tax provisions of the CARES Act include changes in net operating losses (“NOL”) carryback and carryforward rules, increase of the net interest expense deduction limit, and immediate write-off of qualified improvement property. The CARES Act allowed us to carryback our U.S. federal NOL incurred in 2020, generating a \$48 million income tax refund, which is recorded in income taxes receivable on our unaudited condensed consolidated balance sheets as of March 31, 2021 and December 31, 2020, respectively, and is expected to be received during 2021. We also reduced our long-term transition tax payable related to the Tax Cuts and Jobs Act of 2017 (the “2017 Tax Act”) by \$28 million as a result of the NOL carryback during the year ended December 31, 2020.

In addition, certain governments have passed legislation to help businesses during the COVID-19 pandemic through loans, wage subsidies, wage tax relief or other financial aid. Some of these governments have extended or are considering extending these programs. We have participated in several of these programs, including the CARES Act in the U.S., the United Kingdom’s job retention scheme, as well as programs in other jurisdictions’. In addition, in certain countries, such as within the European Union, Singapore, Australia, and other jurisdictions, we are also participating in programs where government assistance is in the form of wage subsidies and reductions in wage-related employer taxes paid by us. During the three months ended March 31, 2021, we recognized non-income tax related government grants and other assistance benefits of \$3 million, of which \$2 million in cash has been received as of March 31, 2021. These amounts were recorded as a reduction of personnel and overhead costs in the consolidated statements of operations. As of March 31, 2021 and December 31, 2020, we had a receivable remaining of \$3 million and \$2 million, included in prepaid expenses and other current assets on our unaudited condensed consolidated balance sheet, for payments expected to be received in 2021, which was related to qualified payroll tax credits under the CARES Act.

We had income tax benefits of \$16 million and \$11 million for the three months ended March 31, 2021 and 2020, respectively. The increase in our income tax benefit during the three months ended March 31, 2021, when compared to the same period in 2020, was primarily due to an increase in pretax losses recognized as of March 31, 2021, partially offset by the 2020 NOL carryback rate benefit recorded in the same period last year.

Our policy is to recognize accrued interest and penalties related to unrecognized tax benefits and income tax liabilities as part of our income tax expense. As of March 31, 2021, we had an accrued interest liability of \$37 million and no penalties have been accrued.

By virtue of consolidated income tax returns previously filed with Expedia, we are currently under an IRS audit for the 2009, 2010 and short-period 2011 tax years. We are separately under examination by the IRS for the short-period 2011, 2012 through 2016, and 2018 tax years, under an employment tax audit by the IRS for the 2015 through 2017 tax years, and have various ongoing audits

for foreign tax years, as well as state income tax audits. These audits include questioning the timing and amount of income and deductions and the allocation of income among various tax jurisdictions. These examinations may lead to proposed or ordinary course adjustments to our taxes. We are no longer subject to tax examinations by tax authorities for years prior to 2009. As of March 31, 2021, no material assessments have resulted, except as noted below regarding our 2009, 2010, and 2011 IRS audit with Expedia, our 2012 through 2016 standalone IRS audit, and our 2012 through 2016 HM Revenue & Customs (“HMRC”) audit.

In January 2017 and April 2019, as part of the IRS audit of Expedia, we received Notices of Proposed Adjustment from the IRS for the 2009, 2010, and 2011 tax years. Subsequently, in September 2019, as part of our standalone audit, we received Notices of Proposed Adjustment from the IRS for the 2012 and 2013 tax years; and in August 2020, we received Notices of Proposed Adjustment from the IRS for the 2014, 2015, and 2016 tax years. These proposed adjustments are related to certain transfer pricing arrangements with our foreign subsidiaries, and would result in an increase to our worldwide income tax expense in an estimated range of \$95 million to \$105 million at the close of the audit if the IRS prevails, which includes \$20 million to \$30 million related to the 2009 through 2011 pre Spin-Off tax years. The estimated range takes into consideration competent authority relief and transition tax regulations, and is exclusive of deferred tax consequences and interest expense, which would be significant. We disagree with the proposed adjustments and we intend to defend our position through applicable administrative and, if necessary, judicial remedies. Our policy is to review and update tax reserves as facts and circumstances change. Based on our interpretation of the regulations and available case law, we believe the position we have taken with regard to transfer pricing with our foreign subsidiaries is sustainable. In addition to the risk of additional tax for 2009 through 2016 transactions, if the IRS were to seek transfer pricing adjustments of a similar nature for transactions in subsequent years, we would be subject to significant additional tax liabilities. We have requested competent authority assistance under the Mutual Agreement Procedure (“MAP”) for tax years 2009 through 2016. We expect the competent authorities to present a resolution for the 2009 through 2011 tax years in the near future. Upon receipt, we will assess the resolution provided by the competent authorities as well as its impact on our existing income tax reserves for all open subsequent years.

In January 2021, we received from HMRC an issue closure notice relating to adjustments for 2012 through 2016 tax years. These proposed adjustments are related to certain transfer pricing arrangements with our foreign subsidiaries and would result in an increase to our worldwide income tax expense in an estimated range of \$45 million to \$55 million, exclusive of interest expense, at the close of the audit if HMRC prevails. We disagree with the proposed adjustments and we intend to defend our position through applicable administrative and, if necessary, judicial remedies. Our policy is to review and update tax reserves as facts and circumstances change. Based on our interpretation of the regulations and available case law, we believe the position we have taken with regard to transfer pricing with our foreign subsidiaries is sustainable.

#### **NOTE 7: COMMITMENTS AND CONTINGENCIES**

As of March 31, 2021, with the exception of expected interest payments related to the issuance of our 2026 Senior Notes, as discussed above in “Note 5: *Debt*”, there have been no material changes to our commitments and contingencies since December 31, 2020. Refer to “Note 13: *Commitments and Contingencies*,” in the notes to our consolidated financial statements in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2020.

#### **Legal Proceedings**

In the ordinary course of business, we are party to regulatory and legal matters, including threats thereof, arising out of, or in connection with our operations. These matters may involve claims involving intellectual property rights (including alleged infringement of third-party intellectual property rights), tax matters (including value-added, excise, transient occupancy and accommodation taxes), regulatory compliance (including competition and consumer protection matters), defamation and reputational claims, personal injury claims, labor and employment matters and commercial disputes. Periodically, we review the status of all significant outstanding matters to assess any potential financial exposure. We record the estimated loss in our consolidated statements of operations when (i) it is probable that an asset has been impaired or a liability has been incurred; and (ii) the amount of the loss can be reasonably estimated. We provide disclosures in the notes to the consolidated financial statements for loss contingencies that do not meet both of these conditions if there is a reasonable possibility that a loss may have been incurred that would be material to the consolidated financial statements. We base accruals on the best information available at the time which can be highly subjective. Although occasional adverse decisions or settlements may occur, we do not believe that the final disposition of any of these matters will have a material adverse effect on our business. However, the final outcome of these matters could vary significantly from our estimates. Finally, there may be claims or actions pending or threatened against us of which we are currently not aware and the ultimate disposition of which could have a material adverse effect on us. All legal fees incurred by the Company related to any regulatory and legal matters are expensed in the period incurred.

## Income and Non-Income Taxes

We are under audit by the IRS and various other domestic and foreign tax authorities with regards to income tax and non-income tax matters. We have reserved for potential adjustments that may result from examinations by, or any negotiated agreements with, these tax authorities. Although we believe our tax estimates are reasonable, the final determination of audits could be materially different from our historical tax provisions and accruals. The results of an audit could have a material effect on our financial position, results of operations, or cash flows in the period for which that determination is made. Refer to "Note 6: *Income Taxes*" for further information on potential contingencies surrounding income taxes.

## NOTE 8: STOCK BASED AWARDS AND OTHER EQUITY INSTRUMENTS

### Stock-Based Compensation Expense

The following table presents the amount of stock-based compensation expense related to stock-based awards on our unaudited condensed consolidated statements of operations during the periods presented:

	Three months ended	
	March 31,	
	2021	2020
	(in millions)	
Selling and marketing	\$ 4	\$ 4
Technology and content	12	11
General and administrative	13	11
Total stock-based compensation	29	26
Income tax benefit from stock-based compensation	(5)	(6)
Total stock-based compensation, net of tax effect	\$ 24	\$ 20

We capitalized \$3 million and \$4 million of stock-based compensation expense as internal-use software and website development costs during the three months ended March 31, 2021 and 2020, respectively.

During the three months ended March 31, 2020, the Company reversed \$3 million of previously recorded stock-based compensation expense related to certain performance-based RSUs. As of March 31, 2020, the Company concluded that performance metrics required to be met in order for these awards to fully vest were no longer expected to be achievable, due to COVID-19's impact on our business.

### Stock-Based Award Activity and Valuation

#### 2021 Stock Option Activity

A summary of our stock option activity, consisting primarily of service-based non-qualified stock options during the three months ended March 31, 2021, is presented below:

	Options Outstanding (in thousands)	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in millions)
Options outstanding at December 31, 2020	5,615	\$ 46.31		
Granted	699	45.92		
Exercised (1)	(628)	34.70		
Cancelled or expired	(94)	40.93		
Options outstanding at March 31, 2021	5,592	\$ 47.66	5.6	\$ 62
Exercisable as of March 31, 2021	3,203	\$ 55.64	3.7	\$ 22
Vested and expected to vest after March 31, 2021 (2)	5,592	\$ 47.66	5.6	\$ 62

- (1) Inclusive of 357,148 stock options which were not converted into shares due to net share settlement in order to cover the aggregate exercise price and the required amount of employee withholding taxes. Potential shares which were withheld in connection with exercised stock options due to net share settlement to satisfy required employee tax withholding requirements and payment of the aggregate exercise price remain in the authorized but unissued pool under the Tripadvisor, Inc. 2018 Stock and Annual Incentive Plan (the "2018 Plan") and can be reissued by the Company. Total payments for the

employees' tax obligations to the taxing authorities due to net share settlements are reflected as a financing activity within the unaudited condensed consolidated statements of cash flows.

- (2) The Company accounts for forfeitures as they occur, rather than estimate expected forfeitures as allowed under GAAP and therefore do not include a forfeiture rate in our vested and expected to vest calculation unless necessary for a performance condition award.

Aggregate intrinsic value represents the difference between the closing stock price of our common stock and the exercise price of outstanding, in-the-money options. Our closing stock price as reported on Nasdaq as of March 31, 2021 was \$53.79. The total intrinsic value of stock options exercised for the three months ended March 31, 2021 was \$8 million. This amount was not material for the three months ended March 31, 2020.

The fair value of stock option grants has been estimated at the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions for the periods presented:

	Three months ended March 31,	
	2021	2020
Risk free interest rate	0.65%	1.18%
Expected term (in years)	5.33	5.30
Expected volatility	49.69%	42.64%
Expected dividend yield	— %	— %
Weighted-average grant date fair value	\$ 20.35	\$ 10.18

Our stock options generally have a term of ten years from the date of grant and typically vest equally over a four-year requisite service period. We amortize the grant-date fair value of our stock option grants as stock-based compensation expense over the vesting term on a straight-line basis, with the amount of compensation expense recognized at any date at least equaling the portion of the grant-date fair value of the award that is vested at that date. The total fair value of stock options vested was \$8 million for both the three months ended March 31, 2021 and 2020.

### 2021 RSU Activity

A summary of our activity with respect to restricted stock units ("RSUs"), consisting primarily of service-based vesting terms, during the three months ended March 31, 2021 is presented below:

	RSUs Outstanding (in thousands)	Weighted Average Grant- Date Fair Value Per Share	Aggregate Intrinsic Value (in millions)
Unvested RSUs outstanding as of December 31, 2020	8,111	\$ 32.29	
Granted	2,078	45.79	
Vested and released (1)	(2,360)	33.94	
Cancelled	(307)	32.14	
Unvested RSUs outstanding as of March 31, 2021	7,522	\$ 35.50	\$ 405

- (1) Inclusive of 534,159 RSUs withheld due to net share settlement to satisfy required employee tax withholding requirements. Potential shares which were withheld in connection with settlement of RSUs to satisfy required employee tax withholding requirements remain in the authorized but unissued pool under the 2018 Plan and can be reissued by the Company. Total payments for the employees' tax obligations to the taxing authorities due to net share settlements are reflected as a financing activity within the unaudited condensed consolidated statements of cash flows.

We amortize the grant-date fair value of RSUs as stock-based compensation expense over the vesting term, which is typically over a four-year requisite service period on a straight-line basis, with the amount of compensation expense recognized at any date at least equaling the portion of the grant-date fair value of the award that is vested at that date.

A summary of our activity related to market-based RSUs ("MSUs") during the three months ended March 31, 2021 is presented below:

	MSUs Outstanding (in thousands)	Weighted Average Grant- Date Fair Value Per Share	Aggregate Intrinsic Value (in millions)
Unvested MSUs outstanding as of December 31, 2020	174	\$ 37.29	
Granted	—	—	
Vested and released	—	—	
Cancelled	—	—	
Unvested MSUs outstanding as of March 31, 2021	174	\$ 37.29	\$ 9

Total current income tax benefits associated with the exercise or settlement of Tripadvisor stock-based awards held by our employees was \$9 million and \$12 million during the three months ended March 31, 2021 and 2020, respectively.

#### Unrecognized Stock-Based Compensation

A summary of our remaining unrecognized stock-based compensation expense and the weighted average remaining amortization period at March 31, 2021 related to our non-vested equity awards is presented below (in millions, except in years information):

	Stock Options	RSUs/MSUs
Unrecognized compensation expense	\$ 28	\$ 212
Weighted average period remaining (in years)	2.6	2.5

#### NOTE 9: STOCKHOLDERS' EQUITY

On January 31, 2018, our Board of Directors authorized the repurchase of up to \$250 million of our shares of common stock under a share repurchase program. This share repurchase program has no expiration date but may be suspended or terminated by our Board of Directors at any time. During the three months ended March 31, 2021, the Company did not repurchase any shares of outstanding common stock under the share repurchase program. During the three months ended March 31, 2020, we repurchased 4,707,450 shares of our outstanding common stock at an average share price of \$24.32 per share, exclusive of fees and commissions, or \$115 million in the aggregate. As of March 31, 2021 and December 31, 2020, we had \$75 million remaining available to repurchase shares of our common stock under this share repurchase program and 18,844,614 shares of the Company's common stock held in treasury with an aggregate cost of \$722 million.

Our Board of Directors authorized and directed management, working with the Executive Committee of our Board of Directors, to affect the share repurchase programs discussed above in compliance with applicable legal requirements. While the Board of Directors has not suspended or terminated the share repurchase program, the terms of the 2015 Credit Facility currently limit the Company from engaging in share repurchases during the Leverage Covenant Holiday and the terms of our 2025 Indenture impose certain limitations and restrictions on share repurchases. Refer to "Note 5: Debt" for further information about our 2015 Credit Facility and our 2025 Indenture.

#### NOTE 10: EARNINGS PER SHARE

##### Basic Earnings Per Share Attributable to Common Stockholders

We compute basic earnings per share, or Basic EPS, by dividing net income (loss) by the weighted average number of common shares outstanding during the period. We compute the weighted average number of common shares outstanding during the reporting period using the total of common stock and Class B common stock outstanding as of the last day of the previous year end reporting period plus the weighted average of any additional shares issued and outstanding less the weighted average of any common shares repurchased during the reporting period.

##### Diluted Earnings Per Share Attributable to Common Stockholders

Diluted earnings per share, or Diluted EPS, includes the potential dilution of common equivalent shares outstanding that could occur from stock-based awards and other stock-based commitments using the treasury stock method. We compute Diluted EPS by dividing net income (loss) by the sum of the weighted average number of common and common equivalent shares outstanding during

the period. We computed the weighted average number of common and common equivalent shares outstanding during the period using the sum of (i) the number of shares of common stock and Class B common stock used in the Basic EPS calculation as indicated above; and (ii) if dilutive, the incremental weighted average common stock that we would issue upon the assumed exercise of outstanding common equivalent shares, primarily related to stock options and the vesting of restricted stock units using the treasury stock method; and (iii) if dilutive, performance-based and market-based awards based on the number of shares that would be issuable as of the end of the reporting period assuming the end of the reporting period was also the end of the contingency period.

Under the treasury stock method, the assumed proceeds calculation includes the actual proceeds to be received from the employee upon exercise of outstanding equity awards and the average unrecognized compensation cost during the period. The treasury stock method assumes that a company uses the proceeds from the exercise of an equity award to repurchase common stock at the average market price for the reporting period.

In periods of net income, shares of our common stock subject to the potential conversion of the 2026 Senior Notes outstanding during the period is also included in our weighted average number of shares outstanding used to calculate Diluted EPS using the if-converted method under GAAP, as share settlement is presumed. The Capped Calls are excluded from the calculation of Diluted EPS, as they would be antidilutive. However, upon conversion of the 2026 Senior Notes, unless the market price of our common stock exceeds the cap price, an exercise of the Capped Calls would generally offset any dilution from the 2026 Senior Notes from the conversion price up to the cap price. As of March 31, 2021, the market price of a share of our common stock did not exceed the \$107.36 cap price.

In periods of a net loss, common equivalent shares are excluded from the calculation of Diluted EPS as their inclusion would have an antidilutive effect. Accordingly, for periods in which we report a net loss, such as for the three months ended March 31, 2021 and 2020, respectively, Diluted EPS is the same as Basic EPS, since dilutive common equivalent shares are not assumed to have been issued if their effect is antidilutive.

Below is a reconciliation of the weighted average number of shares of common stock outstanding in calculating Diluted EPS (shares in thousands and dollars in millions, except per share amounts) for the periods presented:

	Three months ended March 31,	
	2021	2020
<b>Numerator:</b>		
Net income (loss)	\$ (80)	\$ (16)
<b>Denominator:</b>		
Weighted average shares used to compute Basic EPS	135,746	136,240
Weighted average effect of dilutive securities:		
Stock options	—	—
RSUs/MSUs	—	—
2026 Senior Notes (Note 5)	—	—
Weighted average shares used to compute Diluted EPS	135,746	136,240
Basic EPS	\$ (0.59)	\$ (0.12)
Diluted EPS	\$ (0.59)	\$ (0.12)

Potential common shares, consisting of outstanding stock options, service and performance-based RSUs, MSUs, and those issuable under the 2026 Senior Notes, totaling approximately 17.8 million shares and 17.0 million shares for the three months ended March 31, 2021 and 2020, respectively, have been excluded from the calculation of Diluted EPS because their effect would have been antidilutive. In addition, potential common shares from certain performance-based awards of approximately 0.1 million shares and 0.8 million shares for three months ended March 31, 2021 and 2020, respectively, for which all targets required to trigger vesting had not been achieved, were also excluded from the calculation of weighted average shares used to compute Diluted EPS.

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. In addition, our non-vested RSUs and MSUs are entitled to dividend equivalents, which will be payable to the holder subject to, and only upon vesting of, the underlying awards and are therefore forfeitable. Given such dividend equivalents are forfeitable, we do not consider them to be participating securities and, consequently, they are not subject to the two-class method of determining earnings per share.

#### NOTE 11: SEGMENT INFORMATION

We have two reportable segments: (1) Hotels, Media & Platform; and (2) Experiences & Dining. Our Hotels, Media & Platform reportable segment includes the following revenue sources: (1) Tripadvisor-branded hotels revenue – primarily consisting of hotel



auction revenue, subscription-based advertising, and hotel sponsored placements revenue; and (2) Tripadvisor-branded display and platform revenue – consisting of display-based advertising revenue. Our Experiences & Dining reportable segment includes an aggregation of our Experiences and Dining operating segments. All remaining business units, including Rentals, Flights & Car, and Cruises have been combined into and reported as “Other”, which does not constitute a reportable segment, as none of these businesses meet the quantitative thresholds and other criteria to qualify as reportable segments. The nature of the services provided and revenue recognition policies are summarized by reported segment in “Note 3: Revenue Recognition.” Our operating segments are determined based on how our chief operating decision maker manages our business, regularly accesses information and evaluates performance for operating decision-making purposes, including allocation of resources.

All direct general and administrative costs are included in the applicable segments and business units; however, all corporate general and administrative costs are included in the Hotels, Media & Platform reportable segment. In addition, the Hotels, Media & Platform reportable segment includes all Tripadvisor-related brand advertising expenses (primarily television advertising), technical infrastructure, and other costs supporting the Tripadvisor platform.

Adjusted EBITDA is our segment profit measure and a key measure used by our management and Board of Directors to understand and evaluate the operating performance of our business and on which internal budgets and forecasts are based and approved. We define Adjusted EBITDA as net income (loss) plus: (1) (provision) benefit for income taxes; (2) other income (expense), net; (3) depreciation and amortization; (4) stock-based compensation and other stock-settled obligations; (5) goodwill, intangible asset, and long-lived asset impairments; (6) legal reserves and settlements; (7) restructuring and other related reorganization costs; and (8) non-recurring expenses and income.

The following tables present our segment information for the three months ended March 31, 2021 and 2020 and includes a reconciliation of Adjusted EBITDA to Net income (loss). We record depreciation and amortization, stock-based compensation and other stock-settled obligations, goodwill, intangible asset, and long-lived asset impairments, legal reserves and settlements, restructuring and other related reorganization costs, and other non-recurring expenses and income, net, which are excluded from segment operating performance, in corporate and unallocated. In addition, we do not report our assets, capital expenditures and related depreciation expense by segment as our CODM does not use this information to evaluate operating segments. Accordingly, we do not regularly provide such information by segment to our CODM. Intersegment revenue is not material and is included and eliminated in Other.

	Three months ended March 31, 2021				
	Hotels, Media & Platform (1)	Experiences & Dining	Other (in millions)	Corporate and Unallocated	Total
Revenue	\$ 88	\$ 28	\$ 7	\$ —	\$ 123
Adjusted EBITDA	(3)	(24)	1	—	(26)
Depreciation and amortization				(29)	(29)
Stock-based compensation				(29)	(29)
Operating income (loss)					(84)
Other income (expense), net					(12)
Income (loss) before income taxes					(96)
(Provision) benefit for income taxes					16
Net income (loss)					(80)

	Three months ended March 31, 2020				
	Hotels, Media & Platform (1)	Experiences & Dining	Other (in millions)	Corporate and Unallocated	Total
Revenue	\$ 169	\$ 83	\$ 26	\$ —	\$ 278
Adjusted EBITDA	53	(19)	6	—	40
Depreciation and amortization				(32)	(32)
Stock-based compensation				(26)	(26)
Restructuring and other related reorganization costs				(9)	(9)
Operating income (loss)					(27)
Other income (expense), net					—
Income (loss) before income taxes					(27)
(Provision) benefit for income taxes					11
Net income (loss)					(16)

- (1) Includes allocated corporate general and administrative costs of \$16 million and \$18 million and Tripadvisor-branded advertising expenses (primarily television advertising) of \$1 million and \$4 million for the three months ended March 31, 2021 and 2020, respectively.

### *Customer Concentrations*

Refer to “Note 4: Financial Instruments and Fair Value Measurements” under the section entitled “Risks and Concentrations” for information regarding our major customer concentrations.

## **Item 2. Management’s Discussion and Analysis of Financial Condition 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 unaudited condensed consolidated financial statements and the accompanying notes included in this Quarterly Report on Form 10-Q, and the consolidated financial statements and accompanying notes, as well as 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, 2020.

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, 2020, 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,” “estimates,” “expects,” “intends,” “plans” and “believes,” 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.

### **Overview**

Tripadvisor is a leading online travel company and our mission is to help people around the world plan, book and experience the perfect trip. We operate a global travel guidance platform that connects the world’s largest audience of prospective travelers with travel partners through rich content, price comparison tools, and online reservation and related services for destinations, accommodations, travel activities and experiences, and restaurants.

Under our flagship brand, Tripadvisor, we launched www.tripadvisor.com in the U.S. in 2000. In addition to the flagship Tripadvisor brand, which now operates in localized versions in approximately 50 markets worldwide, we also own and operate a portfolio of travel media brands and businesses, operating under various websites.

### **Executive Financial Summary**

Tripadvisor is the world’s largest travel guidance platform, as measured by monthly unique users. As a result, Tripadvisor represents an attractive platform for travel partners – including hotel chains, independent hoteliers, OTAs, destination marketing organizations, and other travel-related and non-travel related product and service providers – who seek to market and sell their products and services to a global audience. Tripadvisor’s platform and product offerings enable consumers to discover, research and price shop a variety of travel products, including hotels, flights, cruises, cars, vacation rental properties, tours, travel activities and experiences, and restaurants; and book a number of these travel experiences either directly on our websites or mobile apps, or on our travel partners’ websites or mobile apps.

### **Our Long-Term Growth Strategy**

In January 2021, Phocuswright, an independent travel, tourism and hospitality research firm, estimated that the annual global travel market (not including dining) will reach \$1.4 trillion of bookings in 2022. Given we have the world’s largest travel audience, we

believe that Tripadvisor's influence in the travel ecosystem remains significant. Our long-term growth strategy aims to increase customer engagement on our platform and drive profitable growth through:

- building products that delight travelers by reducing friction throughout the travel planning and trip-taking journey;
- driving consumer loyalty to our platform by offering products and services that increase engagement with our platform and result in membership growth, mobile app engagement and repeat usage;
- investing in technology (e.g., machine learning) to further improve the experiences we can deliver to consumers and travel partners on our platform;
- deepening travel partner engagement on our platform by expanding the number of products and services we offer;
- leveraging our platform's unique attributes to expand and grow our offerings such as hotel business to business ("B2B") services, direct-to-consumer products and services where consumers pay us on a per trip planned or an annual subscription basis, both click-based and display-based media advertising, and experiences and restaurants;
- driving operational efficiencies; and
- opportunistically pursuing strategic acquisitions.

### **Business Trends**

The online travel industry in which we operate is large and also highly dynamic and competitive. Our overall strategy is to deliver more value to consumers and travel partners in order to generate more monetization on our platform. While we operate with a long-term growth focus, our specific growth objectives and resource allocation strategies can differ in both duration and magnitude within our segments. We describe these dynamics, as well as the current trends affecting our overall business and reportable segments, key drivers of our financial results, and uncertainties that may impact our ability to execute on our objectives and strategies, below.

#### *COVID-19*

The COVID-19 pandemic has caused a significant negative impact on the travel, hospitality, restaurant, and leisure industry and consequently adversely and materially affected our business, results of operations, liquidity and financial condition during the three months ended March 31, 2021 and 2020, as well as for the year ended December 31, 2020. Among other impacts, COVID-19 has negatively impacted global consumer demand and consumers' ability to travel, thereby causing many of our travel partners to operate at significantly reduced service levels.

Commencing in late February 2020 and progressively worsening through March 2020, we experienced a significant decline in user demand for our products and services as well as an increase in customer cancellations, concurrent with widespread travel restrictions imposed by governments and businesses in response to the COVID-19 pandemic. In the second half of March 2020 and throughout April 2020, significant year-over-year revenue declines generally stabilized across the Company's segments and products, a trend which generally continued throughout the second quarter of 2020, although modestly improved during the third quarter of 2020. Beginning in the fourth quarter of 2020, governments again, particularly in Europe, began to impose new restrictions to mitigate the spread of the virus, which again negatively impacted trends. The adverse impact to our business from COVID-19 was significant, albeit unevenly at different points in time and in different geographies throughout 2020. These adverse impacts continued to negatively impact the travel, hospitality, restaurant, and leisure industry and dampen consumer demand for our products and services throughout the first quarter of 2021. This impact has been driven by the pandemic's proliferation, intermittent containment and resurgence of the virus and new variants of the virus in various marketplaces, followed by travel restrictions and other mandates put in place, lifted and/or reinstated at different timeframes during 2020 by local governments to mitigate the spread of the virus. As such, the travel industry's recovery from, the COVID-19 pandemic has varied both region-to-region on a global basis, as well as state-to-state in the U.S.

Traffic trends on our websites have improved since the significant declines seen in the second half of March 2020 and throughout April 2020, as monthly unique users on Tripadvisor-branded websites for the month of April 2020 were approximately 33% of 2019's comparable period. By means of showing a comparison to a pre-COVID-19 timeframe, in the individual months of January, February, and March 2021 monthly unique users on Tripadvisor-branded websites were approximately 53%, 56%, and 58% of 2019's comparable periods, respectively, which showed some improvement month-to-month as the quarter progressed, driven by vaccine progress and leisure travel's improving recovery. This improvement was primarily in the U.S. market, with U.S. monthly unique users in the month of March 2021 at nearly 80% of the March 2019 level, while monthly unique users outside the U.S. were approximately 50% of the March 2019 level, driven most notably in Europe which continued to be negatively impacted by restrictions put in place in key markets. In addition, monthly unique users on Tripadvisor-branded websites during the first quarter of 2021 increased to approximately 68% of the prior year's comparable period, in comparison to approximately 62% of the prior year's comparable period during the fourth quarter of 2020.

Our consolidated revenue for the three months ended March 31, 2021 was \$123 million, or a decrease of 56% when compared to the same period in 2020, however consistent with the improvement in the traffic trends, noted above, consolidated revenue increased 6% as compared to the three months ended December 31, 2020. In addition, the first quarter of 2021 showed improvement as the quarter progressed on a month-to-month basis, as consolidated revenue for the month of March 2021 was approximately 39% of March 2019 consolidated revenue (a pre-COVID-19 period) as compared to consolidated revenue for the months of January and February 2021 being approximately 26% and 33% of January and February 2019 consolidated revenue, respectively, driven by improving recovery in the U.S. market.

In the fourth quarter of 2020, multiple COVID-19 vaccines were approved for widespread distribution throughout various parts of the world, including the United States and Europe, and in the first quarter of 2021, vaccination distribution programs were initiated around the world. Vaccine programs in our largest markets, the U.S. and U.K., appear to be progressing well, and we expect the same for mainland Europe in the near future. We are encouraged by these developments; although the timing of widespread vaccine distributions on a global basis, and efficacy against variants of COVID-19 remains unclear. In addition, the duration of the negative impact of COVID-19 on our results of operations, liquidity and financial condition remains uncertain and is dependent upon factors beyond our control, such as the continued transmission rate of COVID-19, additional resurgences, if any, the extent and effectiveness of containment actions taken, and the ultimate impact of these and other factors on consumer demand for travel and usage patterns on our platform. Even though uncertainty remains, we are optimistic that the travel market will likely improve as 2021 progresses, driven by vaccination programs and what we believe to be significant pent-up demand for leisure travel and hospitality services. Although we cannot predict with certainty the full impact of the COVID-19 pandemic on our full year 2021 financial results, we currently expect that the pandemic will continue to have a material, negative impact on our second quarter 2021 financial results, which we expect to lessen as 2021 progresses.

In response to the impact of the COVID-19 pandemic, we took several steps to further strengthen our financial position and balance sheet and maintain financial liquidity and flexibility, including, but not limited to, restructuring activities, reducing our ongoing operating expenses and headcount, additional borrowings of debt, and amendments to our 2015 Credit Facility, all of which are described in more detail below.

#### *Liquidity*

During the first quarter of 2020, we borrowed \$700 million under the 2015 Credit Facility as a precautionary measure to reinforce our liquidity position and preserve financial flexibility in light of uncertainty in the global markets resulting from COVID-19. We repaid these borrowings in full in the third quarter of 2020 using proceeds from our 2025 Senior Notes, noted below. In addition, during 2020, by means of amendments to our 2015 Credit Facility, we were able to secure, among other things, covenant relief in the form of suspending our leverage ratio covenant and replacing it with a minimum liquidity covenant, until the earlier of the first day after June 30, 2021 through maturity on which borrowings and other revolving credit utilizations under the revolving commitments exceed \$200 million, or such earlier date as we may elect, when the leverage ratio covenant will then be reinstated. We also extended the maturity date of this facility to May 2024.

In July 2020, we completed the sale of \$500 million aggregate principal amount of senior notes in a private offering, our 2025 Senior Notes, at 7.0% per annum with a maturity date of July 15, 2025. We used the net proceeds received of \$490 million, net of debt issuances costs, to repay a portion of our 2015 Credit Facility borrowings, noted above.

In addition, during March 2021, we completed the sale of \$345 million aggregate principal amount of senior notes in a private offering, our 2026 Senior Notes, at 0.25% per annum with a maturity date of April 1, 2026. Concurrently, but separately, we used a portion of the proceeds received from the 2026 Senior Notes to enter into privately negotiated capped call transactions with certain of the initial purchasers of the 2026 Senior Notes and/or their respective affiliates and/or other financial institutions at a cost of approximately \$35 million. The Company intends to use the remainder of the net proceeds from this offering for general corporate purposes, which may include repayment of debt, including the redemption of a portion of its 2025 Senior Notes prior to maturity.

We believe these measures provide us additional flexibility which will be important given our continued limited ability to predict our future financial performance due to the uncertainty associated with COVID-19, as well as consumer behavior and restrictive measures put in place in response to COVID-19.

Refer to “Note 5: *Debt*” in the notes to the unaudited condensed consolidated financial statements in Item 1 on this Quarterly Report on Form 10-Q for further detailed information about our 2015 Credit Facility, 2025 Senior Notes, and 2026 Senior Notes.

#### *Cost Reduction Measures*

During the first quarter of 2020, the Company instituted a cost reduction initiative to preserve cash flows, including targeted workforce reduction measures largely in the Experiences & Dining segment, in addition to optimizing and reducing brand advertising

as the Company pivoted to leverage newer mediums we believe will be more effective than our historically television-focused campaign.

During the latter part of the first quarter of 2020, and in response to the COVID-19 pandemic, the Company instituted additional cost reduction measures, including the elimination of the majority of discretionary spending, business travel and non-critical vendor relationships, brand advertising, as well as cessation of nearly all new hiring and contingent staff, reduction of targeted employee benefits and the furlough of over 100 employees.

The Company incurred pre-tax restructuring and related reorganization costs of \$9 million during the three months ended March 31, 2020, related to workforce reductions. Such costs were recorded on our unaudited condensed consolidated statement of operations and fully paid by the Company during 2020.

On April 28, 2020, management approved and the Company announced an additional cost reduction initiative in response to the continued economic and financial impacts resulting from the COVID -19 pandemic, which included the following:

- Enacting a workforce reduction eliminating more than 900 employees;
- Furloughing additional employees bringing the total furloughed employees during March and April 2020 to approximately 850 employees, primarily in our European operations at TheFork; and
- Making targeted reductions of the Company's office lease portfolio, primarily either through subleasing or allowing property leases to expire.

Later in 2020, nearly all of the Company's previously furloughed employees had returned to their jobs; however, during the fourth quarter of 2020, the Company again furloughed approximately 400 employees, primarily in our European operations of TheFork, all of who largely remained furloughed as of March 31, 2021. This action taken by the Company was a direct result of the reinstatement of government restrictions related to restaurants in various countries within Europe in response to a resurgence of COVID-19 in those markets.

We have continued to maintain these cost-reductions measures during the first quarter of 2021 and expect the majority of these costs saving to continue for the remainder of fiscal 2021.

#### *CARES Act and Other Governmental Relief*

In March 2020, the U.S. government enacted the CARES Act. The CARES Act is an emergency economic stimulus package enacted in response to the COVID-19 pandemic, which includes numerous income tax provisions, some of which are effective retroactively. During the three months ended March 31, 2021, the Company did not record any income tax benefit under the CARES Act, however, during the three months ended March 31, 2020, the Company recorded an income tax benefit of \$14 million, as a result of a loss carryback provision provided under the CARES Act.

In addition, certain governments have passed legislation to assist businesses during the COVID-19 pandemic through loans, wage subsidies, wage tax relief or other financial aid. Some governments have extended or are considering extending these programs. The Company has participated in several of these programs, including the CARES Act in the U.S., the United Kingdom's job retention scheme, as well as other jurisdictions' programs. During the three months ended March 31, 2021, we recognized non-income tax related government grants and other assistance benefits of \$3 million, as a reduction of personnel and overhead costs in the unaudited condensed consolidated statement of operations, while no such benefits were recorded during the three months ended March 31, 2020.

For additional information on income tax and other benefits recorded by the Company under the CARES Act and other governmental relief programs, refer to "Note 6: *Income Taxes*" in the notes to our unaudited condensed consolidated financial statements in Item 1 on this Quarterly Report on Form 10-Q.

#### *Hotels, Media & Platform Segment*

Our Hotels, Media & Platform segment is comprised of: Tripadvisor-branded hotels revenue and Tripadvisor-branded Display and Platform Revenue.

Tripadvisor-branded hotels revenue primarily includes hotel auction revenue and, to a lesser extent, hotel B2B revenue, which includes click-based revenue generated from hotel sponsored placement advertising that enables hotels to enhance their visibility on Tripadvisor hotel pages, and subscription-based advertising services that we offer to travel partners. Tripadvisor-branded Display and Platform Revenue primarily includes impression-based advertising revenue.

Our overall strategic objective in our Hotels, Media & Platform segment is to preserve profit while driving increased customer engagement and monetization on the Tripadvisor platform. We seek to achieve this by delivering consumers compelling products and a holistic user experience, as well as by offering travel partners a diverse set of advertising opportunities.

For consumers, we test and implement product enhancements that deliver a more engaging and comprehensive hotel shopping experience. This includes providing rich, immersive content – reviews, photos, videos and ratings, among other contributions, increasing the number of travel partners and properties as well as the available hotel supply on our platform. We believe providing consumers tools to discover, research, price shop and book a comprehensive selection of accommodations helps increase brand awareness and brand loyalty and, over time, can result in deeper consumer engagement, more qualified leads delivered to travel partners and greater monetization on our platform.

We seek to monetize our influence through hotel-related product improvements, supply and marketing efforts and customer advertising opportunities. Historically, we have generated a significant amount of hotel shoppers from search engines, such as Google. A hotel shopper is a visitor to our sites that views either a listing of hotels in a city or a specific hotel page. Our key ongoing objective related to traffic acquisition is to attract or acquire hotel shoppers at or above our desired marketing return on investment targets. Over the long-term, we are focused on driving a greater percentage of our traffic from direct traffic sources rather than search engines, which comes with little to no traffic acquisition costs.

As noted in the “COVID-19” discussion above, during the three months ended March 31, 2021, the COVID-19 pandemic remained the primary, material and adverse driver of our financial results. Impacts have been particularly adverse in Europe, where reinstated lockdowns, beginning in the fourth quarter of 2020, aimed to mitigate the spread of the virus have significantly impacted consumer demand for travel and hospitality-related activity, while our U.S. market has begun to show improvement during the latter part of the first quarter of 2021. For example, in the month of March 2021, our U.S. hotel auction revenue reached approximately 67% when compared to the same period in 2019, demonstrating increased consumer interest and demand for hospitality-related activity in the U.S.

Over the long-term, we believe that improving our offerings to deepen consumer engagement on our platform will enable us to more effectively monetize our influence. For example, in Tripadvisor-branded display and platform revenue, we enable travel partners to amplify their brand, generate brand impressions, and potentially drive qualified leads and bookings for their businesses. Historically, we have limited both the type and number of display-based advertising opportunities we make available to travel partners, particularly on mobile phone, which, in turn, has limited display-based advertising revenue growth. However, we continue to work on initiatives to better leverage our audience, content, data, travel influence and platform breadth to open up new media advertising opportunities through a more modern, high-powered advertising suite spanning native, video and programmatic solutions. We intend to broaden our solution to a larger set of advertising travel endemic and non-travel endemic advertising partners, including industries such as entertainment, spirits, and finance. On the consumer side, we are focused on making Tripadvisor membership more valuable for consumers. As an example, during the second half of 2020, we introduced our first direct-to-consumer offerings. The first was Reco, a travel concierge service that connects travelers with a curated community of expert trip designers in local travel destinations. Then in December 2020, we beta-launched Tripadvisor Plus, an annual subscription-based membership that offers discounts to consumers for hotels and experiences, as well as other perks and benefits.

These efforts demonstrate our continued focus on increasing the quality of customer engagement on our platform, including driving membership growth, increasing personalization, and innovating our mobile app experience. We believe delivering – and improving upon – a great experience for users will encourage more users to use our products and services more frequently, increase member growth and member engagement, and drive loyalty to our brand, products, and services. In turn, we believe this makes our platform more attractive for travel partners, and can result in increased monetization over time.

## ***Experiences & Dining Segment***

Our Experiences & Dining offerings contribute to the comprehensive user experience we deliver, which we believe helps to increase awareness of, loyalty to, and engagement with our products, drive more bookings to Experiences & Dining partners and generate greater revenue and increased profitability on our platform. Given the significant market opportunities in these large categories, we expect to continue to invest in building these offerings to drive consumer engagement, bookings and revenue growth for the long-term.

During the three months ended March 31, 2021, our Experiences & Dining segment's financial results continued to be adversely and materially impacted by the COVID-19 pandemic. Beginning in the fourth quarter of 2020, and continuing through the first quarter of 2021, governments again, particularly in Europe, reinstated restrictions to try to mitigate the resurgence of the virus, which negatively and materially impacted our Experiences & Dining segment's financial results. However, during the month of March 2021, we did begin to see improvement in U.S. consumers making domestic Experiences bookings, as U.S. point of sales reached 50% of 2019 when compared to the same period, and we also saw progression within the first quarter of 2021, whereas in both the months of January and February 2021, U.S. point of sales was approximately 30% of 2019 when compared to the same period, respectively.

Throughout the pandemic, we have explored new initiatives to delight and engage consumers. For example, we improved our page speed time and began offering contextual recommendations on our sites, as well as the beta-launch of TripAdvisor Plus, which offers our members discounts on experience bookings on TripAdvisor.

## ***Other***

Other is a combination of our Rentals, Flights & Car, and Cruise businesses and is not considered a reportable segment. Similar to our other business units, Other financial results continue to be adversely and materially impacted by the COVID-19 pandemic during the three months ended March 31, 2021, driven primarily by impacts from the COVID-19 pandemic. Its financial results were also impacted during the three months ended March 31, 2021, as a result of the sale of our SmarterTravel business during the second quarter of 2020. We continue to operate these businesses opportunistically as they complement our overall strategic objectives to deliver more value to consumers and travel partners.

## **Employees**

As of March 31, 2021, the Company had 2,579 employees, which includes approximately 400 furloughed employees primarily based in our European operations at TheFork as a direct result of the reinstatement of government restrictions related to restaurants in various countries within Europe in response to the resurgence of COVID-19 in those markets. Our number of employees decreased approximately 34% when compared to the same period in 2020, as a result of the Company enacting workforce reductions in response to the COVID-19 pandemic during 2020. Nearly 40% and 50% of the Company's current employees are based in the U.S. and Europe, respectively. We believe we have good relationships with our employees, including relationships with employees represented by international works councils or other similar organizations.

In response to the COVID-19 pandemic, we have in place business continuity programs to ensure that employees are safe and that our teams continue to function effectively while working remotely.

## **Seasonality**

Consumers' travel expenditures have historically followed a seasonal pattern. Correspondingly, travel partners' advertising investments, and therefore our revenue and profits, have also historically followed a seasonal pattern. Our financial performance tends to be seasonally highest in the second and third quarters of a given year, which includes the seasonal peak in consumer demand, traveler hotel and rental stays, and travel activities and experiences taken, compared to the first and fourth quarters, which represent seasonal low points. Due to the impact of COVID-19 on our business, however, we did not experience our typical seasonal pattern for revenue and profit during the calendar quarters within the year ended December 31, 2020, which generally has continued in the three months ended March 31, 2021. COVID-19 also contributed significantly to unfavorable working capital trends and material negative operating cash flow during the year ended December 31, 2020, and that trend, although improved since 2020 has continued in the three months ending March 31, 2021. Therefore, it is difficult to predict the seasonality for the upcoming quarters, given the continued uncertainty related to the ultimate extent and duration of the economic and consumer demand impact from COVID-19, the successful widespread distribution and execution of vaccination programs in our key markets, and the shape and timing of a recovery. In addition, significant shifts in our business mix or adverse economic conditions could result in future seasonal patterns that are different from historical trends.

## 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 management use judgment and estimates in applying those policies. We prepare our consolidated financial statements and accompanying notes in accordance with GAAP. Preparation of the consolidated financial statements and accompanying notes requires that management 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. Management bases its estimates on historical experience, when applicable and other assumptions that it believes are reasonable under the circumstances. Actual results may differ from 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/or
- 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.

There have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

## Significant Accounting Policies and New Accounting Pronouncements

Refer to “Note 2: *Significant Accounting Policies*” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for an overview of new accounting pronouncements that we have adopted in the first quarter of 2021 on our unaudited condensed consolidated financial statements.

There have been no significant changes to our significant accounting policies since December 31, 2020, other than described under “Note 2: *Significant Accounting Policies*”, in the notes to consolidated financial statements in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2020.



**Statement of Operations**  
**Selected Financial Data**  
(in millions, except percentages)

	Three months ended March 31,		2021		2020		%
	2021	123	2020	278	2021 vs. 2020		(56)%
Revenue	\$		\$				
Costs and expenses:							
Cost of revenue		12		19			(37)%
Selling and marketing		73		125			(42)%
Technology and content		55		69			(20)%
General and administrative		38		51			(25)%
Depreciation and amortization		29		32			(9)%
Restructuring and other related reorganization costs		—		9			n.m.
Total costs and expenses:		207		305			(32)%
Operating income (loss)		(84)		(27)			211%
Other income (expense)							
Interest expense		(11)		(2)			450%
Interest income		—		1			n.m.
Other income (expense), net		(1)		1			n.m.
Total other income (expense), net		(12)		—			n.m.
Income (loss) before income taxes		(96)		(27)			256%
(Provision) benefit for income taxes		16		11			45%
Net income (loss)	\$	(80)	\$	(16)			400%

**Other Financial Data:**

Adjusted EBITDA (1)	\$	(26)	\$	40		n.m.
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n.m. = *not meaningful*

(1) See “Adjusted EBITDA” discussion below for more information.

**Revenue and Segment Information**

	Three months ended March 31,		2021		2020		%
	2021	(in millions)	2020	2021	2020	2021 vs. 2020	
Revenue by Segment:							
Hotels, Media & Platform	\$	88	\$	169			(48)%
Experiences & Dining		28		83			(66)%
Other		7		26			(73)%
Total revenue	\$	123	\$	278			(56)%
Adjusted EBITDA by Segment:							
Hotels, Media & Platform	\$	(3)	\$	53			n.m.
Experiences & Dining		(24)		(19)			26%
Other		1		6			(83)%
Total Adjusted EBITDA	\$	(26)	\$	40			n.m.
Adjusted EBITDA Margin by Segment (1):							
Hotels, Media & Platform		(3)%		31%			
Experiences & Dining		(86)%		(23)%			
Other		14%		23%			

(1) “Adjusted EBITDA Margin by Segment” is defined as Adjusted EBITDA by segment divided by revenue by segment.

### Hotels, Media & Platform Segment

Hotels, Media & Platform segment revenue decreased by \$81 million, or 48%, during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to the continued impacts of COVID-19 on our business as discussed above.

Hotels, Media & Platform segment Adjusted EBITDA decreased \$56 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to a decrease in revenue, as noted above, partially offset primarily by reductions in direct selling and marketing expenses related to search engine marketing, or SEM, and other online paid traffic acquisition costs in response to a decline in consumer demand related to COVID-19, a reduction in personnel costs as a result of workforce reductions related to our cost-reduction measures in response to COVID-19, and, to a lesser extent, television advertising costs.

The following is a detailed discussion of the revenue sources within our Hotels, Media & Platform segment:

	Three months ended March 31,		% Change 2021 vs. 2020
	2021	2020	
	(in millions)		
<b>Hotels, Media &amp; Platform:</b>			
Tripadvisor-branded hotels	\$ 74	\$ 137	(46%)
Tripadvisor-branded display and platform	14	32	(56%)
Total Hotels, Media & Platform revenue	<u>\$ 88</u>	<u>\$ 169</u>	(48%)

#### Tripadvisor-branded Hotels Revenue

For the three months ended March 31, 2021 and 2020, 84% and 81%, respectively, of our total Hotels, Media & Platform segment revenue was derived from Tripadvisor-branded hotels revenue. Tripadvisor-branded hotels revenue decreased \$63 million, or 46%, during the three months ended March 31, 2021, when compared to the same period in 2020. This decrease was primarily driven by reduced consumer demand as a result of COVID-19, concurrent with widespread travel restrictions and service limitations on our travel partners imposed by local and federal governments at various stages and degrees, beginning during the first quarter of 2020, and continuing through the first quarter of 2021 in response to the pandemic. Impacts have been particularly adverse in Europe, where reinstated lockdowns, beginning in the fourth quarter of 2020, aimed to mitigate the spread of the virus have significantly impacted consumer demand for travel and hospitality-related activity, while our U.S. market showed improvement in the latter part of the first quarter of 2021, as discussed above.

#### Tripadvisor-branded Display and Platform Revenue

For the three months ended March 31, 2021 and 2020, 16% and 19%, respectively, of Hotels, Media & Platform segment revenue was derived from our Tripadvisor-branded display and platform revenue, which consists of revenue from Tripadvisor-branded display-based advertising.

Tripadvisor-branded display-based advertising revenue decreased by \$18 million, or 56%, during the three months ended March 31, 2021, when compared to the same period in 2020, primarily driven by a decrease in marketing spend from our advertisers due to lack of consumer demand resulting from the impact of COVID-19, as described above.

### Experiences & Dining Segment

Experiences & Dining segment revenue decreased by \$55 million, or 66%, during the three months ended March 31, 2021, when compared to the same period in 2020. Since the first quarter of 2020, this segment's revenue has been negatively impacted by a significant reduction in consumer demand due to the COVID-19 pandemic, which has reduced consumer willingness to research, purchase, and consume travel and leisure activities. Impacts have also been driven by a wide variety of government-instituted actions and restrictions around the globe aimed at limiting the spread of the virus, which have limited consumer access to experience offerings and restaurants. For instance, during the first quarter of 2021, restaurants in most of the European countries in which our Dining business operates were ordered to remain closed. In our Experiences offering, first quarter 2021 activity was largely limited to U.S. consumers making domestic bookings. However, U.S. trends improved as the quarter progressed, which we believe is due to vaccination progress in that market. In March 2021, for example, our U.S. point-of-sale bookings reached 50% of 2019 when compared to the same period, whereas in both the months of January and February 2021, U.S. point-of-sale bookings was approximately 30% of 2019 when compared to the same period, respectively.

Experiences & Dining segment Adjusted EBITDA decreased \$5 million, or 26%, during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to the decrease in revenue as noted above, partially offset primarily by a reduction in personnel costs as a result of workforce reductions related to our cost-reduction measures in response to COVID-19, reduced selling and marketing expenses related to SEM and other online paid traffic acquisition costs in response to continued reduced consumer demand and lack of, or reduced, availability of dine-in restaurants, experiences and tours, albeit unevenly during the course of the first quarter of 2021 as a result of COVID-19, and, to a lesser extent, decreased direct costs related to credit card payments and other transaction costs directly related to reduced revenue, and also lower television advertising costs.

#### **Other**

Other revenue, which includes Rentals revenue in addition to primarily click-based advertising and display-based advertising revenue from our Flights, Cars, and Cruises offerings on Tripadvisor websites, decreased by \$19 million or 73% during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to decreased consumer demand and subsequently reduced travel partner spend, similar to our other businesses, as a result of COVID-19, and subsequent widespread global travel restrictions and service limitations on travel partners imposed by local and federal governments at various stages and degrees beginning during the first quarter of 2020, and continuing through the first quarter of 2021 in response to the pandemic and, to a lesser extent, the sale of our SmarterTravel business during the second quarter of 2020.

Adjusted EBITDA in Other decreased \$5 million, or 83%, during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to the decrease in revenue as noted above, partially offset primarily by a reduction in personnel costs as a result of workforce reductions related to our cost-reduction measures in response to COVID-19, as well as reductions in selling and marketing expenses related to SEM and other online paid traffic acquisition costs in response to a decline in consumer demand related to COVID-19.

#### **Consolidated Expenses**

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

Cost of revenue consists of expenses that are directly related or closely correlated to revenue generation, including direct costs, such as credit card and other booking transaction payment fees, data center costs, costs associated with prepaid tour tickets, ad serving fees, flight search fees, and other transaction costs. In addition, cost of revenue includes personnel and overhead expenses, including salaries, benefits, stock-based compensation and bonuses for certain customer support personnel who are directly involved in revenue generation.

	Three months ended March 31,		% Change 2021 vs. 2020
	2021	2020	
	(in millions)		
Direct costs	\$ 7	\$ 12	(42%)
Personnel and overhead	5	7	(29%)
<b>Total cost of revenue</b>	<b>\$ 12</b>	<b>\$ 19</b>	<b>(37%)</b>
% of revenue	9.8%	6.8%	

Cost of revenue decreased \$7 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to decreased direct costs from credit card payment and other revenue-related transaction costs in our Experiences & Dining segment in correlation with the reduction in revenue related to COVID-19, and to a lesser extent a decrease in personnel and overhead costs as a result of a reduction in headcount related to our cost-reduction measures across our business in response to COVID-19.

### ***Selling and Marketing***

Selling and marketing expenses primarily consist of direct costs, including traffic generation costs from SEM and other online traffic acquisition costs, syndication costs and affiliate marketing commissions, social media costs, brand advertising (including television and other offline advertising), promotions and public relations. In addition, our sales and marketing expenses consist of indirect costs such as personnel and overhead expenses, including salaries, commissions, benefits, stock-based compensation, and bonuses for sales, sales support, customer support and marketing employees.

	Three months ended March 31,		% Change 2021 vs. 2020
	2021	2020	
	(in millions)		
Direct costs	\$ 29	\$ 64	(55%)
Personnel and overhead	44	61	(28%)
<b>Total selling and marketing</b>	<b>\$ 73</b>	<b>\$ 125</b>	<b>(42%)</b>
% of revenue	59.3%	45.0%	

Direct selling and marketing costs decreased \$35 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to a decrease in SEM and other online traffic acquisition costs across all our segments and businesses and, to a lesser extent, a decrease in television advertising costs, driven by cost reduction measures primarily in response to the financial impact to the Company due to a decline in consumer demand caused by COVID-19.

Personnel and overhead costs decreased \$17 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily as a result of a reduction in headcount related to our cost-reduction measures across our business in response to COVID-19.

### ***Technology and Content***

Technology and content expenses consist primarily of personnel and overhead expenses, including salaries and benefits, stock-based compensation expense, and bonuses for salaried employees and contractors engaged in the design, development, testing, content support, and maintenance of our websites and mobile apps. Other costs include licensing, maintenance expense, computer supplies, telecom costs, content translation and localization costs, and consulting costs.

	Three months ended March 31,		% Change 2021 vs. 2020
	2021	2020	
	(in millions)		
Personnel and overhead	\$ 50	\$ 61	(18%)
Other	5	8	(38%)
<b>Total technology and content</b>	<b>\$ 55</b>	<b>\$ 69</b>	<b>(20%)</b>
% of revenue	44.7%	24.8%	

Technology and content costs decreased \$14 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to decreased personnel and overhead costs across our business as a result of a reduction in headcount driven by cost-reduction measures across our business in response to COVID-19.

### ***General and Administrative***

General and administrative expenses consist primarily of personnel and related overhead costs, including personnel engaged in leadership, finance, legal, and human resources, as well as stock-based compensation expense for those same personnel. General and administrative costs also include professional service fees and other fees including audit, legal, tax and accounting, and other costs including bad debt expense, non-income taxes, such as sales, use and other non-income related taxes.

	Three months ended March 31,		% Change 2021 vs. 2020
	2021	2020	
	(in millions)		
Personnel and overhead	\$ 29	\$ 34	(15%)
Professional service fees and other	9	17	(47%)
<b>Total general and administrative</b>	<b>\$ 38</b>	<b>\$ 51</b>	<b>(25%)</b>
% of revenue	30.9%	18.3%	

General and administrative costs decreased \$13 million during the three months ended March 31, 2021, when compared to the same period in 2020. Personnel and overhead costs decreased \$5 million during the three months ended March 31, 2021 primarily driven by a reduction in headcount related to our cost-reduction measures across our business in response to COVID-19. Professional service fees and other decreased \$8 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to a decrease in bad debt expense, certain non-income related taxes, and third-party professional service costs.

#### **Depreciation and amortization**

Depreciation expense consists of depreciation on computer equipment, leasehold improvements, furniture, office equipment and other assets, and amortization of capitalized software and website development costs and right-of-use (“ROU”) assets related to our finance lease. Amortization consists of the amortization of definite-lived intangibles purchased in business acquisitions.

	Three months ended March 31,	
	2021	2020
	(in millions)	
Depreciation	\$ 23	\$ 25
Amortization of intangible assets	6	7
Total depreciation and amortization	\$ 29	\$ 32
% of revenue	23.6%	11.5%

Depreciation and amortization decreased \$3 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to the completion of amortization related to certain intangible assets from previous business acquisitions and lower depreciation related to capitalized software and website development costs driven by a reduction in headcount related to our cost-reduction measures across our business in response to COVID-19.

#### **Restructuring and other related reorganization costs**

Restructuring and other related reorganization costs consist primarily of employee severance and related benefits.

	Three months ended March 31,	
	2021	2020
	(in millions)	
Restructuring and other related reorganization costs	\$ —	\$ 9
% of revenue	0.0%	3.2%

Restructuring and other related reorganization costs decreased \$9 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to restructuring actions taken by the Company in the first quarter of 2020 to reduce our cost structure and improve our operational efficiencies, including headcount reduction. No further restructuring costs were incurred during the three months ended March 31, 2021.

#### **Interest Expense**

Interest expense primarily consists of interest incurred, commitment fees, and debt issuance cost amortization related to our 2015 Credit Facility, 2025 Senior Notes, 2026 Senior Notes, as well as interest on finance leases.

	Three months ended March 31,	
	2021	2020
	(in millions)	
Interest expense	\$ (11)	\$ (2)

Interest expense increased \$9 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to the issuance of our 2025 Senior Notes in July 2020. Refer to “Note 5: Debt” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for further information.

### Other Income (Expense), Net

Other income (expense), net generally consists of net foreign exchange gains and losses, forward contract gains and losses, earnings/(losses) from equity method investments, gain/(loss) and impairments on non-marketable investments, gain/loss on sale/disposal of businesses, and other non-operating income (expenses).

	Three months ended March 31,	
	2021	2020
	(in millions)	
Other income (expense), net	\$ (1)	\$ 1

Other income, net decreased \$2 million during the three months ended March 31, 2021 when compared to the same period in 2020, primarily due to net foreign currency transaction losses as a result of the fluctuation of foreign exchange rates during the three months ended March 31, 2021.

### (Provision) Benefit for Income Taxes

	Three months ended March 31,	
	2021	2020
	(in millions)	
(Provision) benefit for income taxes	\$ 16	\$ 11
Effective tax rate	16.7%	40.7%

Our effective tax rates for the three months ended March 31, 2021 and 2020 were 16.7% and 40.7%, respectively. For the three months ended March 31, 2021, the effective tax rate was less than the federal statutory rate primarily due to valuation allowances on foreign losses.

We had income tax benefits of \$16 million and \$11 million for the three months ended March 31, 2021 and 2020, respectively. The increase in our income tax benefit during the three months ended March 31, 2021, when compared to the same period in 2020, was primarily due to an increase in loss before income taxes recognized during the three months ended March 31, 2021, partially offset by a 2020 NOL carryback rate benefit related to the CARES Act recorded in the same period last year. Refer to "Note 6: Income Taxes" in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for further information.

### Net income (loss)

	Three months ended March 31,	
	2021	2020
	(in millions)	
Net income (loss)	\$ (80)	\$ (16)
Net income (loss) margin	(65.0%)	(5.8%)

Net loss increased \$64 million during the three months ended March 31, 2021, when compared to the same period in 2020, primarily due to a decrease in revenue, primarily related to the negative impact on the Company's business related to the COVID-19 pandemic, as described above in "Revenue and Segment Information", partially offset by a decrease in total costs and expenses, largely as a result of cost reduction measures initiated by the Company in 2020 in response to the COVID-19 pandemic, as described above in "Consolidated Expenses."

### Adjusted EBITDA

To provide investors with additional information regarding our financial results, we also disclose consolidated Adjusted EBITDA, which is a non-GAAP financial measure. A "non-GAAP financial measure" refers to a numerical measure of a company's historical or future financial performance, financial position, or cash flows that excludes (or includes) amounts that are included in (or excluded from) the most directly comparable measure calculated and presented in accordance with GAAP in such company's financial statements.

Adjusted EBITDA is also our segment profit measure and a key measure used by our management and board of directors to understand and evaluate the financial performance of our business and on which internal budgets and forecasts are based and approved. In particular, the exclusion of certain expenses in calculating Adjusted EBITDA can provide a useful measure for period-to-period

comparisons and better enables management and investors to compare financial results between periods as these costs may vary independent of ongoing core business performance. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors. We define Adjusted EBITDA as net income (loss) plus: (1) (provision) benefit for income taxes; (2) other income (expense), net; (3) depreciation and amortization; (4) stock-based compensation and other stock-settled obligations; (5) goodwill, intangible asset, and long-lived asset impairments; (6) legal reserves and settlements; (7) restructuring and other related reorganization costs; and (8) other non-recurring expenses and income.

Our use of Adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results reported in accordance with GAAP. Because of these limitations, you should consider Adjusted EBITDA alongside other financial performance measures, including net income and our other GAAP results.

Some of these limitations are:

- Adjusted EBITDA does not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- Adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- Adjusted EBITDA does not reflect the interest expense, or cash requirements necessary to service interest or principal payments on our debt;
- Adjusted EBITDA does not consider the potentially dilutive impact of stock-based compensation or other stock-settled obligations;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and Adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA does not reflect certain income and expenses not directly tied to the ongoing core operations of our business, such as legal reserves and settlements, restructuring and other related reorganization costs;
- Adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and
- Other companies, including companies in our own industry, may calculate Adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

The following table presents a reconciliation of Adjusted EBITDA to Net Income, the most directly comparable financial measure calculated and presented in accordance with GAAP, for the periods presented:

	Three months ended March 31,	
	2021	2020
	(in millions)	
<b>Net income (loss)</b>	<b>\$ (80)</b>	<b>\$ (16)</b>
Add: (Benefit) provision for income taxes	(16)	(11)
Add: Other expense (income), net	12	—
Add: Restructuring and other related reorganization costs	—	9
Add: Stock-based compensation	29	26
Add: Depreciation and amortization	29	32
Adjusted EBITDA	<u>\$ (26)</u>	<u>\$ 40</u>

#### Related Party Transactions

For information on our relationship with LTRIP, which may be deemed to beneficially own equity securities representing 57.3% of our voting power as of March 31, 2021, refer to “Note 1: *Business Description and Basis of Presentation*” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q. We had no related party transactions with LTRIP during the three months ended March 31, 2021 and 2020.

#### Stock-Based Compensation

Refer to “Note 8: *Stock Based Awards and Other Equity Instruments*” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for further information on current year equity award activity.

including the issuance of 698,890 service-based stock options with a weighted average grant-date fair value per option of \$20.35 and 2,077,519 service-based RSUs with a weighted average grant-date fair value of \$45.79 during the three months ended March 31, 2021.

## Liquidity and Capital Resources

Our principal source of liquidity is cash flow generated from operations and our existing cash and cash equivalents balance. Our liquidity needs can also be met through drawdowns under our 2015 Credit Facility. As of March 31, 2021 and December 31, 2020, we had \$674 million and \$418 million, respectively, of cash and cash equivalents, with nearly \$500 million of available borrowing capacity under our 2015 Credit Facility. As of March 31, 2021, approximately \$82 million of our cash and cash equivalents were held by our international subsidiaries outside of the U.S., of which approximately 44% was located in the U.K. As of March 31, 2021, the significant majority of our cash was denominated in U.S. dollars. As of March 31, 2021, the Company had \$845 million in long-term debt, as a result of the issuance of our 2025 Senior Notes in July 2020 and 2026 Senior Notes in March 2021, as discussed below.

As of March 31, 2021, we had \$442 million of cumulative undistributed earnings in foreign subsidiaries, of which \$324 million of these cumulative undistributed foreign earnings were not considered to be indefinitely reinvested. During the three months ended March 31, 2021, we maintained a deferred income tax liability, which was not material, for the U.S. state income tax and foreign withholding tax liabilities on the cumulative undistributed foreign earnings that we no longer consider indefinitely reinvested. We intend to indefinitely reinvest \$118 million of these foreign earnings in our non-U.S. subsidiaries, which determination of any related unrecognized deferred income tax liability is not practicable.

### *2015 Credit Facility*

As of March 31, 2021, we are party to our 2015 Credit Facility with a group of lenders, which, among other things, provides for a \$500 million revolving credit facility with a maturity date of May 12, 2024.

The 2015 Credit Facility requires us to maintain a maximum leverage ratio and contains certain customary affirmative covenants and events of default, including a change of control. Borrowings under the 2015 Credit Facility generally bear interest, at the Company's option, at a rate per annum equal to either (i) the Eurocurrency Borrowing rate, or the adjusted LIBO rate for the interest period in effect for such borrowing; plus an applicable margin ranging from 1.25% to 2.00% ("Eurocurrency Spread"), based on the Company's leverage ratio; or (ii) the Alternate Base Rate ("ABR") Borrowing, which is the greatest of (a) the Prime Rate in effect on such day, (b) the New York Fed Bank Rate in effect on such day plus 1/2 of 1.00% per annum and (c) the Adjusted LIBO Rate (or LIBO rate multiplied by the Statutory Reserve Rate) for an interest period of one month plus 1.00%; in addition to an applicable margin ranging from 0.25% to 1.00% ("ABR Spread"), based on the Company's leverage ratio.

However, we amended the 2015 Credit Facility in May 2020 and December 2020, to among other things, suspend the leverage ratio covenant for quarterly testing of compliance beginning in the second quarter of 2020 until the earlier of (a) the first day after June 30, 2021 through maturity on which borrowings and other revolving credit utilizations under the revolving commitments exceed \$200 million, and (b) the election of the Company, at which time the leverage ratio covenant will be reinstated (the "Leverage Covenant Holiday"); replacing it with a minimum liquidity covenant during the Leverage Covenant Holiday, that requires us to maintain \$150 million of unrestricted cash, cash equivalents and short-term investments less deferred merchant payables plus available revolver capacity and secure the obligations under the agreement.

During the Leverage Covenant Holiday, any borrowings under the 2015 Credit Facility will bear interest at LIBOR plus a 2.25% margin with a LIBOR floor of 1% per annum. We are also required to pay a quarterly commitment fee, at an applicable rate of 0.5%, on the daily unused portion of the revolving credit facility for each fiscal quarter during the Leverage Covenant Holiday. The 2015 Credit Facility also limits the Company from making certain payments and distributions, including share repurchases and dividends, during the Leverage Covenant Holiday.

As of March 31, 2021 and December 31, 2020, we had no outstanding borrowings and were in compliance with our covenants under the 2015 Credit Facility. While there can be no assurance that we will be able to meet the leverage ratio covenant after the Leverage Covenant Holiday expires, based on our current projections, we do not believe there is a material risk we will not remain in compliance throughout the next twelve months.

During the first quarter of 2020, the Company borrowed \$700 million under the 2015 Credit Facility. These funds were drawn down as a precautionary measure to reinforce our liquidity position and preserve financial flexibility in light of uncertainty in the global markets resulting from the COVID-19 pandemic. The Company repaid those borrowings in full during the third quarter of 2020 with proceeds received from the 2025 Senior Notes, as discussed below.



## 2025 Senior Notes

In July 2020, the Company completed the sale of \$500 million in 2025 Senior Notes. The 2025 Senior Notes provide, among other things, that interest, at an interest rate of 7.0% per annum, will be payable on January 15 and July 15 of each year, beginning on January 15, 2021, until their maturity on July 15, 2025. The Company used the net proceeds from the 2025 Senior Notes, or \$490 million, net of approximately \$10 million in debt issuances costs, to repay a portion of our outstanding borrowings under our 2015 Credit Facility, as noted above. The 2025 Senior Notes are senior unsecured obligations of the Company and are guaranteed by certain of the Company's domestic subsidiaries.

## 2026 Senior Notes

In March 2021, the Company completed the sale of \$345 million of our 2026 Senior Notes. The 2026 Senior Notes provide, among other things, that interest, at an interest rate of 0.25% per annum, will be payable on April 1 and October 1 of each year, beginning on October 1, 2021, until their maturity on April 1, 2026. Concurrently, but separately, the Company used a portion of the proceeds from the 2026 Senior Notes to enter into privately negotiated capped call transactions with certain of the initial purchasers of the 2026 Senior Notes and/or their respective affiliates and/or other financial institutions at a cost of approximately \$35 million. The Company intends to use the remainder of the net proceeds from this offering for general corporate purposes, which may include repayment of debt, including the partial redemption of the 2025 Senior Notes prior to maturity. The 2026 Senior Notes are senior unsecured obligations of the Company and are guaranteed by certain of the Company's domestic subsidiaries.

The 2025 Senior Notes and 2026 Senior Notes are not registered securities and there are currently no plans to register these notes as securities in the future. As a result, Rule 3-10 of Regulation S-X promulgated by the SEC is not applicable and no separate financial statements are required for the guarantor subsidiaries of these notes.

For further information on our 2015 Credit Facility, 2025 Senior Notes, and 2026 Senior Notes, refer to "Note 5: *Debt*" in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q.

## *Significant sources and uses of capital*

As of March 31, 2021, we had \$75 million remaining available to repurchase shares of our common stock under our existing share repurchase program authorized by our Board of Directors. During the three months ended March 31, 2021, the Company did not repurchase any shares of outstanding common stock under the share repurchase program. During the three months ended March 31, 2020, we repurchased 4,707,450 shares of our outstanding common stock at an average share price of \$24.32 per share, exclusive of fees and commissions, or \$115 million in the aggregate. The terms of our 2015 Credit Facility were amended to limit the Company from share repurchases during the Leverage Covenant Holiday and the terms of the 2025 Indenture related to the 2025 Senior Notes also impose certain limitations and restrictions on share repurchases.

Our business typically experiences seasonal fluctuations that affect the timing of our annual cash flows related to working capital. In our Experiences business and our Rentals free-to-list model, we generally receive cash from travelers at the time of booking and we record these amounts, net of commissions, on our consolidated balance sheet as deferred merchant payables. We pay the suppliers, or the experience providers and/or property rental owners, after the travelers' use. Therefore, we generally receive cash from the traveler prior to paying the supplier and this operating cycle represents a source or use of cash to us. During the first half of the year Experiences and Rentals bookings typically exceed the amount of completed tour-taking and stays, resulting in higher cash flow related to working capital, while during the second half of the year, particularly in the third quarter, this pattern reverses and cash flows from these transactions are typically negative. However, this seasonal trend has been negatively and materially impacted by COVID-19's impact on our business throughout the year of 2020, albeit unevenly, primarily reflecting the decline in consumer demand for our products and increased cancellations of reservations due to COVID-19. This trend, although improved since the first quarter of 2020, has continued to a lesser extent in the three months ending March 31, 2021. The ultimate extent and longevity of the COVID-19 pandemic and its impact on travel, regional and global markets, and overall economic activity in currently affected countries or globally remains unknown and impossible to predict with certainty, as such, the impacts on our business, including our cash flows, while improving, remain uncertain at this point in time. Other factors may also impact typical seasonal fluctuations, which include further significant shifts in our business mix or adverse economic conditions unrelated to COVID-19 that could result in future seasonal patterns that are different from historical trends. In addition, new or different payment options offered to our customers could impact the timing of cash flows.

As discussed in "Note 6: *Income Taxes*" in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q, we have received Notices of Proposed Adjustments issued by the IRS for tax years 2009 through 2016, as of March 31, 2021. These proposed adjustments are related to certain transfer pricing arrangements with our foreign subsidiaries, and would result in an increase to our worldwide income tax expense in an estimated range of \$95 million to \$105

million, exclusive of interest expense, at the close of the audit if the IRS prevails. We have disputed these proposed adjustments and intend to continue to defend our position. Although the ultimate timing for resolution of this is uncertain, any future payments would negatively impact our operating cash flows.

The CARES Act, enacted in March 2020, made tax law changes to provide financial relief to companies as a result of the impact to businesses related to COVID-19. Key income tax provisions of the CARES Act include changes in NOL carryback and carryforward rules, increase of the net interest expense deduction limit, and immediate write-off of qualified improvement property. The CARES Act allowed us to carryback our U.S. federal NOL incurred in 2020, generating an expected tax refund of \$48 million, which is recorded in income taxes receivable on our unaudited condensed consolidated balance sheets as of March 31, 2021 and December 31, 2020, respectively. This tax refund is expected to be received during 2021.

We believe that our available cash and cash equivalents will be sufficient to fund our foreseeable working capital requirements, capital expenditures, existing business growth initiatives, debt and interest obligations, lease commitments, and other financial commitments through at least the next twelve months. Our future capital requirements may also include capital needs for acquisitions and/or other expenditures in support of our business strategy, and may potentially reduce our cash balance and/or increase our borrowings under our 2015 Credit Facility or to seek other financing alternatives.

In addition, our capital requirements may increase due to the impact of the COVID-19 pandemic, which has already resulted in reduced revenues and operating cash flows for the Company, and the extent and duration to which it may continue to impact the Company's business and the travel industry remains unclear. Given the continued uncertainty in the changing market and economic conditions related to the COVID-19 pandemic, we will continue to evaluate the nature and extent of the impact to our liquidity and capital requirements, and therefore our capital structure.

Our cash flows for the three months ended March 31, 2021 and 2020, as reflected in our unaudited condensed consolidated statements of cash flows, are summarized in the following table:

	Three months ended March 31,	
	2021	2020
	(in millions)	
Net cash provided by (used in):		
Operating activities	\$ (19)	\$ (70)
Investing activities	(10)	(20)
Financing activities	287	570

During the three months ended March 31, 2021, our primary use of cash was from operations, financing activities (including payment of withholding taxes on net share settlements of our equity awards of \$23 million and purchase of the Capped Calls of \$35 million), and investing activities (including capital expenditures incurred during the three months ended March 31, 2021 of \$10 million). This use of cash was funded primarily with cash on hand and cash equivalents, and financing activities, which includes \$340 million of proceeds from the issuance of our 2026 Senior Notes, net of financing costs.

During the three months ended March 31, 2020, our primary use of cash was from operations, financing activities (including repurchases of our outstanding common stock at an aggregate cost of \$115 million under our existing share repurchase program and payment of withholding taxes on net share settlements of our equity awards of \$14 million), and investing activities (including capital expenditures incurred during the three months ended March 31, 2020 of \$20 million). This use of cash was funded primarily with cash on hand and cash equivalents, and financing activities, which included \$700 million in borrowings from our 2015 Credit Facility during the quarter.

Net cash used in operating activities for the three months ended March 31, 2021, decreased by \$51 million when compared to the same period in 2020, primarily due to a decrease in use of working capital of \$143 million, primarily driven by working capital inflows largely due to cash received from travelers exceeding payments to traveler suppliers related to deferred merchant payables for experiences, tours and rentals, partially offset by an increase in net losses of \$64 million, as well as non-cash items of \$28 million which is primarily due to an increase in deferred income tax benefits.

Net cash used in investing activities for the three months ended March 31, 2021 decreased by \$10 million when compared to the same period in 2020, due to a decrease in capital expenditures in response to cost-reduction measures across the business in response to COVID-19.

Net cash provided by financing activities for the three months ended March 31, 2021 decreased by \$283 million when compared to the same period in 2020, primarily due to borrowings on our 2015 Credit Facility of \$700 million and cash used to purchase shares of our common stock under our share repurchase program of \$115 million during the three months ended March 31, 2020, which did

not reoccur in 2021, and proceeds received from the issuance of our 2026 Senior Notes of \$340 million, net of financing costs, partially offset by payments of \$35 million for the Capped Calls in connection with our 2026 Senior Notes.

### **Contractual Obligations, Commercial Commitments and Off-Balance Sheet Arrangements**

As of March 31, 2021, with the exception of the issuance of the 2026 Senior Notes, resulting in an additional \$345 million in long-term debt due in April 2026, including semi-annual interest payments with an interest rate of 0.25% per annum, as discussed above, there have been no material changes outside the normal course of business to our contractual obligations and commercial commitments since December 31, 2020.

As of March 31, 2021, other than our contractual obligations and commercial commitments, we did not have any off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K promulgated by the SEC. Refer to “*Liquidity and Capital Resources*” in Part II, Item 7. —Management’s Discussion and Analysis of Financial Condition and Results of Operations of our Annual Report on Form 10-K for the year ended December 31, 2020 for a discussion of our contractual obligations and commercial commitments.

### **Contingencies**

In the ordinary course of business, we are party to regulatory and legal matters, including threats thereof, arising out of or in connection with our operations. These matters may involve claims involving patent and other intellectual property rights (including alleged infringement of third-party intellectual property rights), tax matters (including value-added, excise, transient occupancy and accommodation taxes), regulatory compliance (including competition, consumer matters and data privacy), defamation and reputational claims. Periodically, we review the status of all significant outstanding matters to assess any potential financial exposure. When (i) it is probable that an asset has been impaired or a liability has been incurred; and (ii) the amount of the loss can be reasonably estimated, we record the estimated loss in our consolidated statements of operations. We provide disclosures in the notes to the consolidated financial statements for loss contingencies that do not meet both of these conditions if there is a reasonable possibility that a loss may have been incurred that would be material to the consolidated financial statements. We base accruals on the best information available at the time which can be highly subjective. Although occasional adverse decisions or settlements may occur, we do not believe that the final disposition of any of these matters will have a material adverse effect on our business. However, the final outcome of these matters could vary significantly from our estimates. Finally, there may be claims or actions pending or threatened against us of which we are currently not aware and the ultimate disposition of which could have a material adverse effect on us.

We are also under audit by the IRS and various other domestic and foreign tax authorities with regards to income tax matters. We have reserved for potential adjustments to our provision for income taxes that may result from examinations by, or any negotiated agreements with, these tax authorities. Although we believe our tax estimates are reasonable, the final determination of audits could be materially different from our historical income tax provisions and accruals. The results of an audit could have a material effect on our financial position, results of operations, or cash flows in the period for which that determination is made.

By virtue of consolidated income tax returns previously filed with Expedia, we are currently under an IRS audit for the 2009, 2010 and short-period 2011 tax years. We are separately under examination by the IRS for the short-period 2011, 2012 through 2016, and 2018 tax years, under an employment tax audit by the IRS for the 2015 through 2017 tax years, and have various ongoing audits for foreign and state income tax returns. These audits include questioning of the timing and the amount of income and deductions and the allocation of income among various tax jurisdictions. These examinations may lead to proposed or ordinary course adjustments to our taxes. We are no longer subject to tax examinations by tax authorities for years prior to 2009. As of March 31, 2021, no material assessments have resulted, except as noted below regarding our 2009, 2010, and 2011 IRS audit with Expedia and our 2012 through 2016 standalone IRS audit.

In January 2017 and April 2019, as part of the IRS audit of Expedia, we received Notices of Proposed Adjustment from the IRS for the 2009, 2010, and 2011 tax years. Subsequently, in September 2019, as part of Tripadvisor’s standalone audit, we received Notices of Proposed Adjustment from the IRS for the 2012 and 2013 tax years, and in August 2020, we received Notices of Proposed Adjustments from the IRS for the 2014, 2015 and 2016 tax years. These proposed adjustments are related to certain transfer pricing arrangements with our foreign subsidiaries, and would result in an increase to our worldwide income tax expense in an estimated range of \$95 million to \$105 million at the close of the audit if the IRS prevails. The estimated range takes into consideration competent authority relief and transition tax regulations, and is exclusive of deferred tax consequences and interest expense, which would be significant. We disagree with the proposed adjustments and we intend to defend our position through applicable administrative and, if necessary, judicial remedies. Our policy is to review and update tax reserves as facts and circumstances change. Based on our interpretation of the regulations and available case law, we believe the position we have taken with regard to transfer pricing with our foreign subsidiaries is sustainable. In addition to the risk of additional tax for 2009 through 2016 transactions, if the IRS were to seek transfer pricing adjustments of a similar nature for transactions in subsequent years, we would be subject to

significant additional tax liabilities. We have requested competent authority assistance under MAP for tax years 2009 through 2016. We expect the competent authorities to present a resolution for the 2009 through 2011 tax years in the near future. Upon receipt, we will assess the resolution provided by the competent authorities as well as its impact on our existing income tax reserves for all subsequent years which remain open.

In January 2021, we received an issue closure notice relating to adjustments for 2012 through 2016 tax years from HMRC. These proposed adjustments are related to certain transfer pricing arrangements with our foreign subsidiaries and would result in an increase to our worldwide income tax expense in an estimated range of \$45 million to \$55 million, exclusive of interest expense, at the close of the audit if HMRC prevails. We disagree with the proposed adjustments and we intend to defend our position through applicable administrative and, if necessary, judicial remedies. Our policy is to review and update tax reserves as facts and circumstances change. Based on our interpretation of the regulations and available case law, we believe the position we have taken with regard to transfer pricing with our foreign subsidiaries is sustainable.

The Organization for Economic Cooperation and Development (“OECD”) has been working on a Base Erosion and Profit Shifting Project, and issued the Action 1 report in 2015 to address the tax challenges arising from digitalization. Since then, the OECD/G20 Inclusive Framework has issued various guidelines, policy notes, and proposals that if adopted could result in an overhaul of the international taxation system under which our current tax obligations are determined. As the OECD/G20 Inclusive Framework drives toward a consensus long-term solution, several countries have introduced unilateral digital service tax initiatives which impose new types of non-income taxes, including taxes based on a percentage of revenue. The Company is monitoring certain U.S. states and countries in which we do business, such as France, Italy, Spain, and the U.K., which have enacted or proposed similar taxes that will be applicable or are likely to be applicable going forward. During the three months ended March 31, 2021, digital service tax recorded on our unaudited condensed consolidated statement of operations was not material, while this amount was \$1 million for the three months ended March 31, 2020; however, we continue to assess the financial impact of new laws relating to digital services and taxation. Further, as additional U.S. states and countries introduce unilateral measures we will continue to monitor developments and determine the financial impact of these initiatives to the Company.

As a result of the 2017 Tax Act, foreign earnings may now generally be repatriated back to the U.S. without incurring U.S. federal income tax. Historically, we have asserted our intention to indefinitely reinvest the cumulative undistributed earnings of our foreign subsidiaries. In response to increased cash requirements in the U.S. related to our declaration of a special cash dividend and other strategic initiatives during the fourth quarter of 2019, we determined that we no longer consider all of these foreign earnings to be indefinitely reinvested. As of March 31, 2021, \$324 million of our cumulative undistributed foreign earnings were no longer considered to be indefinitely reinvested. As of March 31, 2021, we maintained a deferred income tax liability on our unaudited condensed consolidated balance sheet, which was not material, for the U.S. state income tax and foreign withholding tax liabilities on the cumulative undistributed foreign earnings that we no longer consider indefinitely reinvested. We intend to indefinitely reinvest \$118 million of these foreign earnings in our non-US subsidiaries, which determination of any related unrecognized deferred income tax liability is not practicable.

Refer to “Note 6: *Income Taxes*” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for further information on potential tax contingencies, including current audits by the IRS and various other domestic and foreign tax authorities, and other income tax and non-income tax matters.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There has been no material change in our market risk profile during the three months ended March 31, 2021 since December 31, 2020. For a discussion of current market conditions and impacts on the Company’s financials resulting from the COVID-19 pandemic, refer to “Note 1: Business Description and Basis of Presentation” in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q, and for further information, Part I, Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and to Part II, Item 1A, “Risk Factors”. For additional information about our market risk profile, refer to “Quantitative and Qualitative Disclosures About Market Risk” in Item 7A. in Part II of our Annual Report on Form 10-K for the year ended December 31, 2020.

Market risk refers to the risk of loss arising from adverse changes in stock prices, interest rates and foreign currency exchange rates. We are exposed to market risks primarily due to our international operations, our ongoing investment and financial activities, as well as changes in economic conditions in all significant markets in which we operate which has been heightened during the COVID-19 pandemic. The risk of loss can be assessed from the perspective of adverse changes in our future earnings, cash flows, fair values of our assets, and financial condition. Our exposure to market risk, at any point in time, may include risk, including to our 2015 Credit Facility and any related borrowings, or outstanding debt related to our 2025 Senior Notes and 2026 Senior Notes, derivative instruments, capped calls, cash and cash equivalents, short term and long term marketable securities, if any, accounts receivable, intercompany receivables/payables, accounts payable and deferred merchant payables denominated in foreign currencies. We have established policies, procedures and internal processes governing our management of market risks and the use of financial instruments to manage and attempt to mitigate our exposure to such risks.

We expect that we will increase our operations internationally as, or when, COVID-19 restrictions are lifted and international markets begin to reopen. Our exposure to potentially volatile movements in foreign currency exchange rates will increase as we begin to increase our operations in these international markets. The economic impact to us of foreign currency exchange rate movements is linked to variability in real growth, inflation, interest rates, governmental actions, and other factors. These changes, if material, could cause us to adjust our foreign currency risk strategies. For example, Brexit has caused volatility in currency exchange rates, especially between the U.S. dollar and the British pound. The U.K. ceased to be a member of the European Union ("E.U.") on January 31, 2020 and the U.K. and E.U. finalized the terms of the departure on December 24, 2020; however, certain decisions still need to be made on financial services, among others, and disputes may lead to tariffs being imposed on some goods in the future. Continued uncertainty regarding our international operations and U.K. and E.U. relations may result in future currency exchange rate volatility which may impact our business and results of operations.

#### **Item 4. Controls and Procedures**

##### **Evaluation of Disclosure Controls and Procedures**

As of March 31, 2021, our management, with the participation of our Chief Executive Officer and President and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Based upon that evaluation, our Chief Executive Officer and President and our Chief Financial Officer concluded that, as of March 31, 2021, our disclosure controls and procedures were effective in ensuring that material information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's, or the SEC's, rules and forms, including ensuring that such material information is accumulated and communicated to our management, including our Chief Executive Officer and President and our Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

##### **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, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II—OTHER INFORMATION**

#### **Item 1. Legal Proceedings**

In the ordinary course of business, we are party to regulatory and legal matters, including threats thereof, arising out of, or in connection with our operations. These matters may involve claims involving intellectual property rights (including alleged infringement of third-party intellectual property rights), tax matters (including value-added, excise, transient occupancy and accommodation taxes), regulatory compliance (including competition and consumer protection matters), defamation and reputational claims, personal injury claims, labor and employment matters and commercial disputes. Periodically, we review the status of all significant outstanding matters to assess any potential financial exposure. We record the estimated loss in our consolidated statements of operations when (i) it is probable that an asset has been impaired or a liability has been incurred; and (ii) the amount of the loss can be reasonably estimated. We provide disclosures in the notes to the consolidated financial statements for loss contingencies that do not meet both of these conditions if there is a reasonable possibility that a loss may have been incurred that would be material to the consolidated financial statements. We base accruals on the best information available at the time which can be highly subjective. Although occasional adverse decisions or settlements may occur, we do not believe that the final disposition of any of these matters will have a material adverse effect on our business. However, the final outcome of these matters could vary significantly from our estimates. Finally, there may be claims or actions pending or threatened against us of which we are currently not aware and the ultimate disposition of which could have a material adverse effect on us.

## Item 1A. Risk Factors

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business to the extent practical under the circumstances, some level of risk and uncertainty will always be present. Refer to Part I, Item 1A., "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2020 for a description of the risks and uncertainties which could materially and adversely affect our business, financial condition, cash flows and results of operations, and the trading price of our common stock. In addition to our discussion in the Annual Report, as well as our unaudited condensed consolidated financial statements and the related notes, management's discussion and analysis of financial condition and results of operations, and other sections of this report, we have provided below additional risk factors regarding the 2026 Senior Notes. The risks and uncertainties described are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe are immaterial may also impair our business, results of operations or financial condition.

### *We are subject to risks relating to our 2026 Senior Notes.*

During the first quarter of 2021, we adopted new accounting guidance issued by the FASB which simplifies the accounting for convertible debt instruments by reducing the number of accounting models and the number of embedded conversion features that could be recognized separately from the primary contract. The new accounting guidance requires a convertible debt instrument to be accounted for as a single liability measured at its amortized cost, as long as no other features require bifurcation and recognition as derivatives. The new accounting guidance, among other things, requires an entity to use the if-converted method in the diluted earnings per share calculation for convertible instruments. Under the if-converted method, diluted earnings per share would generally be calculated assuming that all the notes were exchanged solely into shares of common stock at the beginning of the reporting period, unless the result would be anti-dilutive. The application of the if-converted method may reduce our reported diluted earnings per share, if any.

Furthermore, if any of the conditions to the conversion of the 2026 Senior Notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of the 2026 Senior Notes as a current, rather than a long-term, liability. This reclassification could be required even if no noteholders exchange their 2026 Senior Notes and could materially reduce our reported working capital.

Holders of our 2026 Senior Notes may convert the 2026 Senior Notes after the occurrence of certain dates or events. Refer to "Note 5: Debt" in the notes to our unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-Q for further information on our 2026 Senior Notes. Settlement of the 2026 Senior Notes could adversely affect our liquidity.

### *We are subject to risks relating to the Capped Calls.*

In connection with the 2026 Senior Notes, we entered into privately negotiated Capped Calls to reduce potential dilution to our common stock and/or offset cash payments we must make in excess of the principal amount, in each case, upon any conversion of Senior Notes, with such offset subject to a cap.

We are subject to the risk that one or more of the hedge counterparties may default under the Capped Call. If any of the hedge counterparties become subject to insolvency proceedings, we will become an unsecured creditor with a claim equal to our exposure at that time under our transactions with such counterparties. Our exposure will depend on many factors but, generally, the increase in our exposure will be correlated to the increase in the market price and in the volatility of our common stock. In addition, upon a default by a hedge counterparty, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our common stock.

## Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

### Unregistered Sales of Equity Securities

During the quarter ended March 31, 2021, we did not issue or sell any shares of our common stock, Class B common stock or other equity securities pursuant to unregistered transactions in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended. In March 2021, the Company completed the sale of \$345 million in 2026 Senior Notes. Refer to "Note 5: Debt" in the notes to the unaudited condensed consolidated financial statements in Item 1 on this Quarterly Report on Form 10-Q for information about our 2026 Senior Notes.

## Share Repurchases

During the quarter ended March 31, 2021, we did not repurchase any shares of our common stock under our existing share repurchase program. As of March 31, 2021, we had \$75 million remaining available to repurchase shares of our common stock under our previously authorized share repurchase program.

While the Board of Directors has not suspended or terminated the share repurchase program, the terms of our 2015 Credit Facility limit the Company from engaging in share repurchases and the terms of our 2025 Indenture related to our 2025 Senior Notes impose certain limitations and restrictions on share repurchases. Refer to “Note 5: *Debt*” in the notes to the unaudited condensed consolidated financial statements in Item 1 in this Quarterly Report on Form 10-K for further information about our 2015 Credit Facility and our 2025 Indenture.

## Item 3. Defaults Upon Senior Securities

None.

## Item 4. Mine Safety Disclosures

Not applicable.

## Item 5. Other Information

Not Applicable.

## 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	Filing Date
4.1	<a href="#">Indenture, dated as of March 25, 2021, by and among Tripadvisor, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee.</a>		8-K	001-35362	4.1	3/25/21
4.2	<a href="#">Form of 0.250% Convertible Senior Notes due 2026 (included as Exhibit A to Exhibit 4.1).</a>		8-K	001-35362	4.1	3/25/21
10.1	<a href="#">Form of Capped Call Confirmation.</a>		8-K	001-35362	10.1	3/25/21
10.2+	<a href="#">Form of Option Agreement (Domestic)</a>	X				
10.3+	<a href="#">Form of Option Agreement (International)</a>	X				
10.4+	<a href="#">Form of Restricted Stock Unit Agreement (Domestic)</a>	X				
10.5+	<a href="#">Form of Restricted Stock Unit Agreement (International)</a>	X				
10.6+	<a href="#">Form of Restricted Stock Unit Agreement (French)</a>	X				
10.7+	<a href="#">Employment Agreement, dated as of March 29, 2021, between Tripadvisor, LLC and Seth Kalvert</a>	X				
10.8+	<a href="#">Offer Letter, dated as of September 14, 2018, between Tripadvisor, LLC and Lindsay Nelson</a>	X				
10.9+	<a href="#">Offer Letter, dated as of February 13, 2019, between Tripadvisor, LLC and Kanika Soni</a>	X				
31.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X				
31.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	X				
32.1	<a href="#">Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	X				
32.2	<a href="#">Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	X				
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	X				
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	X				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X				
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).	X				

+ Indicates a management contract or a compensatory plan, contract or arrangement.



**SIGNATURES**

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

Tripadvisor, Inc.

By: \_\_\_\_\_  
/s/ Ernst Teunissen  
**Ernst Teunissen**  
**Chief Financial Officer**

By: \_\_\_\_\_  
/s/ Geoffrey Gouvalaris  
**Geoffrey Gouvalaris**  
**Chief Accounting Officer**

May 6, 2021

**TRIPADVISOR, INC. OPTION AGREEMENT  
(Domestic)**

THIS OPTION AGREEMENT (this “Agreement”), dated as of the grant date specified on the Grant Details referenced below (the “Grant Date”), between TripAdvisor, Inc., a Delaware corporation (the “Company”), and the employee, director or consultant of the Company or one of its Affiliates or Subsidiaries designated on the Grant Details (as defined below) (the “Eligible Individual”), describes the terms of an award of an Option to the Eligible Individual by the Company (the “Award”).

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company’s 2018 Stock and Annual Incentive Plan or any subsequent plan adopted by the Company, (in either case, the “Plan”).

**1. Award of Option**

- (a) Subject to the terms and conditions of this Agreement, the Plan and the Grant Details, the Company hereby grants the Option to the Eligible Individual. Reference is made to the “Grant Details” that can be found on the equity plan website of the current professional selected by the Company to administer the Plan (the “Plan Administrator”), currently located at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) (or any successor equity administration system selected by the Company to manage the Plan from time to time). The Grant Details, which set forth the number of Shares underlying the Option, the grant price which is the per Share exercise price of the Option, the Grant Date of the Option, and the vesting schedule of the Option (among other information), are hereby incorporated by reference into, and shall be read as part and parcel of, this Agreement.
- (b) The Option shall be a Nonqualified Option. Unless earlier terminated pursuant to the terms of this Agreement or the Plan, the Option shall expire on the ten-year anniversary of the Grant Date.

**2. Vesting**

- (a) Subject to (i) the terms and conditions of this Agreement, the Grant Details and the Plan, and (ii) the Eligible Individual’s continuous employment with the Company or one of its Subsidiaries or Affiliates, the Option shall vest and become exercisable on each of the vesting dates detailed in the Grant Details (such period between the date of issuance and each vesting date shall be referred to as the “Vesting Period”).
- (b) In the event a Termination of Employment of the Eligible Individual occurs during the Vesting Period for any reason (whether or not in breach of local labor laws), the Eligible Individual’s right to receive the Award and any vesting in the Option under the Plan, if any, will terminate effective as of the date of the Termination of Employment and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of “garden leave” or similar period pursuant to local law); furthermore, in the event of a Termination of Employment (whether or not in breach of local labor laws), the Eligible

Individual's right to vest in the Award after such Termination of Employment, if any, will be measured to the date of the Termination of Employment and will not be extended by any notice period mandated under local law.

**3. Manner of Exercise**

- (a) This Option is exercisable by delivery of an exercise notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised and such other representations and agreements as may be required by the Company or the Plan Administrator (the "Exercise Notice"). The Exercise Notice shall be in the form and delivered in the manner prescribed by the Plan Administrator.
- (b) The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Shares in respect of which the Option is being exercised. Payment of the aggregate exercise price may be by any of the following, or a combination thereof: (i) cash, (ii) check, (iii) a "broker-assisted" or "same-day sale"; or (iv) another method authorized by the Company and/or the Plan Administrator.
- (c) No Shares shall be issued pursuant to the exercise of the Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed.

**4. Termination of Employment**

(a) Notwithstanding the provisions of Sections 2 and 3 above, in the event the Eligible Individual incurs a Termination of Employment by the Company for Cause, or the Eligible Individual voluntarily incurs a Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Eligible Individual's Options (whether or not vested) shall be forfeited and cancelled in their entirety upon such Termination of Employment without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. In such event, the Company may cause the Eligible Individual, immediately upon notice from the Company, to either (i) return the Shares issued upon exercise of such Option that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause or (ii) pay to the Company an amount equal to the aggregate amount, if any, that the Eligible Individual had previously realized in respect of any and all Shares issued upon exercise of such Option that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause (i.e., the value of the Shares upon exercise of the Option), in each case including any dividend equivalents or other distributions received in respect of any such Option.

(b) Notwithstanding anything herein to the contrary, the Eligible Individual and Company acknowledge and agree that in the event of any conflict or inconsistency between the terms of any employment arrangement and the Plan, whichever term is more beneficial to the Eligible Individual between the Plan and the employment arrangement shall prevail. In no event shall the Eligible Individual be entitled to the same type of benefits under both the Plan and any employment arrangement for the same event or qualifying termination.

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(c) For purposes of this Agreement, employment with the Company shall include employment with the Company's Subsidiaries or Affiliates. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment, whether there existed Cause or whether there occurred a Change in Control.

5. **Non-Transferability of the Option**

During the Vesting Period and until as the Option is ultimately exercised as provided herein or on the website of the Plan Administrator, the Option shall not be transferable by the Eligible Individual by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

6. **Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, until such time as the Option is exercised, the Eligible Individual shall not be entitled to any rights of a stockholder with respect to the Option. Notwithstanding the foregoing, if the Company declares and pays ordinary cash dividends on the Common Stock during the Vesting Period, the Eligible Individual will be entitled to such adjustments or dividend equivalents as the Company shall deem appropriate and equitable, including but not limited to adjustment to the aggregate number and kind of Shares or other securities subject to outstanding Awards and/or the exercise price of outstanding Options, which Options shall remain subject to restrictions and shall vest concurrently with the vesting of the Options upon which such dividend equivalent amounts were paid.

7. **Adjustment in the Event of Change in Stock; Change in Control**

(a) In the event of (i) a stock dividend, stock split, reverse stock split, share combination or recapitalization or similar event affecting the capital structure of the Company (each, a "Share Change"), or (ii) a merger, consolidation, acquisition of property or shares, separation, spinoff, reorganization, stock rights offering, liquidation, Disaffiliation, payment of dividends other than an ordinary dividends or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of shares of Common Stock underlying the Option.

(b) In the case of Corporate Transactions, such adjustments may include, without limitation (i) the cancellation of the Option in exchange for payments of cash, dividend equivalents, property or a combination thereof having an aggregate value equal to the value of such Option, as determined by the Committee or the Board in its sole discretion, (ii) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the shares of Common Stock underlying the Option and (iii) in connection with any Disaffiliation, arranging for the assumption of the Option, or the replacement of the Option with new Awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary or Affiliate or by the entity that controls such Subsidiary or Affiliate following such Disaffiliation (as well as any corresponding adjustments to any Option that remains based upon securities of the Company).

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(c) The determination of the Committee regarding any such adjustment will be final and conclusive and need not be the same for all Participants.

## **8. Taxes, Fees and Withholding**

- (a) The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares received by an Eligible Individual in connection with the Option, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith.
- (b) Regardless of any action taken by the Company, its Affiliate or Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Eligible Individual acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Eligible Individual’s responsibility and that the Company and/or its Affiliate or Subsidiary (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the exercise of the Option and issuance of the Shares in connection therewith, the receipt of cash or any dividends or dividend equivalents; and (2) do not commit to structure the terms of the Award or any aspect of the Option to reduce or eliminate the Eligible Individual’s liability for Tax-Related Items.
- (c) In the event that the Company, Subsidiary or Affiliate is required to withhold any Tax-Related Items as a result of the Award, vesting or exercise of the Option, or the receipt of cash or any dividends or dividend equivalents, the Eligible Individual shall pay or make adequate arrangements satisfactory to the Company, Subsidiary or Affiliate to satisfy all withholding and payment on account of obligations of the Company, Subsidiary and/or Affiliate. The obligations of the Company under this Agreement shall be conditioned on compliance by the Eligible Individual with this Section 8. In this regard, the Eligible Individual authorizes the Company and/or its Subsidiary or Affiliate to withhold all applicable Tax-Related Items legally payable by the Eligible Individual from his or her wages or other cash compensation paid to the Eligible Individual by the Company and/or its Subsidiary or Affiliate. Alternatively, or in addition, if permissible under local law, the Company may withhold in Shares, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum withholding amount. Finally, the Eligible Individual will pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Eligible Individual’s participation in the Plan or the Award that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares issuable upon exercise of the Award if the Eligible Individual fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.
- (d) In particular, the Eligible Individual understands and acknowledges that all income to which the Eligible Individual is entitled under this Agreement is pre-tax and the Company or its Subsidiaries or Affiliates has the right to withhold and pay on behalf of the Eligible Individual any individual income tax in connection with such income in accordance with applicable law. In the event the Company or its Subsidiaries or Affiliates is not required under applicable law to serve as the withholding agent to withhold and pay on behalf of the Eligible Individual such individual income tax, the Eligible Individual shall have sole responsibility to make such payment, in which
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case the Eligible Individual shall provide, as requested by the Company or its Subsidiaries or Affiliates from time to time, relevant tax receipts to certify full and prompt payment. The Eligible Individual agrees to indemnify the Company and/or its Subsidiaries or Affiliates for any liability which may arise as a result of his or her failure to pay any and all taxes associated with any income derived pursuant to the Award.

**9. Other Restrictions**

- (a) The Award shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is required, then in any such event, the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
- (b) The Eligible Individual acknowledges that the Eligible Individual is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Insider Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, if the Eligible Individual is on the Company's insider list, the Eligible Individual shall be required to obtain pre-clearance from the Company's General Counsel prior to purchasing or selling any of the Company's securities (including in connection with the "cashless" exercise of an Option), and may be prohibited from selling such shares other than during an open trading window. The Eligible Individual further acknowledges that, in its discretion, the Company may prohibit the Eligible Individual from selling such shares even during an open trading window if the Company has concerns over the potential for insider trading.

**10. Nature of Award**

In accepting the Award, the Eligible Individual acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;
  - (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been granted repeatedly in the past;
  - (c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
  - (d) the Eligible Individual's participation in the Plan will not create a right to further employment with the Company, its Subsidiary or Affiliate and shall not interfere with the ability of the Company to terminate the Eligible Individual's employment relationship at any time with or without Cause;
  - (e) the Eligible Individual is voluntarily participating in the Plan;
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(f) the Award is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary, or Affiliate, and such Award is outside the scope of the Eligible Individual's employment contract, if any;

(g) the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, Subsidiary or Affiliate;

(h) in the event that the Eligible Individual is not an employee of the Company, a Subsidiary or an Affiliate, the Award will not be interpreted to form an employment contract or relationship with the Company, a Subsidiary or Affiliate; and

(i) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award resulting from Termination of the Eligible Individual's employment by the Company, Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Eligible Individual irrevocably releases the Company, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Eligible Individual will be deemed irrevocably to have waived his or her entitlement to pursue such claim.

**11. No Advice Regarding Grant**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Eligible Individual's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Eligible Individual is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Eligible Individual's participation in the Plan, receipt of the Award and/or disposition of the Award before taking any action related to the Plan or the Award.

**12. Notices**

Any notices, communications or changes to this Agreement shall be communicated (either directly by the Company or indirectly through any of its Subsidiaries, Affiliates or the Plan Administrator) to the Eligible Individual electronically via email (or otherwise in writing) promptly after such change becomes effective.

**13. Effect of Agreement; Severability.**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

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**14. Laws Applicable to Construction; Consent to Jurisdiction**

(a) 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 Option is subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

(b) Any and all disputes arising under, as a result of or out of this Agreement, including without limitation any issues involving the construction, enforcement or interpretation of any of the provisions of this Agreement, the Plan or the Plan Prospectus, shall be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**15. Conflicts; Interpretation and Correction of Errors**

(a) In the event of any (i) conflict between the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, or (ii) ambiguity in the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, the Plan shall control.

(b) The Committee shall have the power to interpret the Plan, this Agreement, the Grant Details, any information posted on the system of the Plan Administrator and/or the books and records of the Company, and to adopt such rules for the administration, interpretation and application of the Plan and the Award as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Option has vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested parties. The Committee shall not be personally responsible for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Committee shall, in their absolute discretion, determine when any conditions have been fulfilled.

(c) In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Eligible Individual pursuant to the Plan, the Company, acting through the executive compensation and benefits team, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document.

**16. Data Privacy**

(a) The Eligible Individual understands that the Company, Subsidiary, Affiliate and/or Plan Administrator may hold certain personal information about him or her, including, but not limited to, the Eligible Individual's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Eligible Individual's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Eligible

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Individual hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data as described in this document by and among, as applicable, the Company and its Subsidiaries or Affiliates for the exclusive purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(b) The Eligible Individual understands that Data will be transferred to the Plan Administrator, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Eligible Individual understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than the Eligible Individual's country. The Eligible Individual authorizes the Company, its Subsidiary or Affiliate, the Plan Administrator and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(c) The Eligible Individual understands that he or she 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 the Eligible Individual's local human resources representative. The Eligible Individual understands, however, that refusing or withdrawing his or her consent may affect the Eligible Individual's ability to participate in the Plan. For more information on the consequences of the Eligible Individual's refusal to consent or withdrawal of consent, the Eligible Individual understands that he or she may contact his or her local human resources representative.

## **17. Amendment**

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

(b) This Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from, or comply with, the applicable requirements of Section 409A of the Code. If the Company makes a good faith determination that any compensation provided under this Agreement is likely to be subject to the additional tax imposed by Section 409A of the Code, the Company may, to the extent it deems necessary or advisable, modify this Agreement, without the Eligible Individual's consent, to reduce the risk that such additional tax will apply, in a manner designed to preserve the material economic benefits intended to be provided to the Eligible Individual under this Agreement (other than any diminution of such benefit that may be attributable to the time value of money resulting from a delay in the timing of payments hereunder for a period of approximately six months or such longer period as may be required).

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**18. Choice of Language**

The Eligible Individual has received this Agreement and any other related communications and consents to having received these documents solely in English. If, however, the Eligible Individual receives this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version in any way, the English version will control.

**19. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to the Award and participation in the Plan or future Awards that may be awarded under the Plan by electronic means or to request the Eligible Individual's consent to participate in the Plan by electronic means. The Eligible Individual hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

By electronically accepting this Agreement and participating in the Plan, the Eligible Individual agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Grant Details. If Eligible Individual has not electronically accepted this Agreement on the Plan Administrator's website within six months of the Grant Date, then this Award shall automatically be deemed accepted and Eligible Individual shall be bound by the terms and conditions in the Plan, this Agreement, including the Grant Details.

**TRIPADVISOR, INC. OPTION AGREEMENT**  
**(International)**

THIS OPTION AGREEMENT (this “Agreement”), dated as of the Grant Date specified on the Grant Details referenced below (the “Grant Date”), between TripAdvisor, Inc., a Delaware corporation (the “Company”), and the employee, director or consultant of the Company or one of its Affiliates or Subsidiaries designated on the Grant Details (as defined below) (the “Eligible Individual”), describes the terms of an award of an Option to the Eligible Individual by the Company.

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company’s 2018 Stock and Annual Incentive Plan or any subsequent plan adopted by the Company, (in either case, the “Plan”).

**1. Award of Option**

- (a) Subject to the terms and conditions of this Agreement, the Plan and the Grant Details, the Company hereby grants the Option to the Eligible Individual. Reference is made to the “Grant Details” that can be found on the equity plan website of the current professional selected by the Company to administer the Plan (the “Plan Administrator”), currently located at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) (or any successor equity administration system selected by the Company to manage the Plan from time to time). The Grant Details, which set forth the number of Shares underlying the Option, the grant price which is the per Share exercise price of the Option, the Grant Date of the Option, and the vesting schedule of the Option (among other information), are hereby incorporated by reference into, and shall be read as part and parcel of, this Agreement.
- (b) The Option shall be a Nonqualified Option. Unless earlier terminated pursuant to the terms of this Agreement or the Plan, the Option shall expire on the ten-year anniversary of the Grant Date.

**2. Vesting**

- (a) Subject to (i) the terms and conditions of this Agreement, the Grant Details and the Plan, and (ii) the Eligible Individual’s continuous employment with the Company or one of its Subsidiaries or Affiliates, the Option shall vest and become exercisable on each of the vesting dates detailed in the Grant Details (such period between the date of issuance and each vesting date shall be referred to as the “Vesting Period”).
- (b) In the event a Termination of Employment of the Eligible Individual occurs during the Vesting Period for any reason (whether or not in breach of local labor laws), the Eligible Individual’s right to receive the Award and any vesting in the Option under the Plan, if any, will terminate effective as of the date of the Termination of Employment and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of “garden leave” or similar period pursuant to local law); furthermore, in the event of a Termination of Employment (whether or not in breach of local labor laws), the Eligible Individual’s right to vest in the Award after such Termination of Employment, if any, will be

measured to the date of the Termination of Employment and will not be extended by any notice period mandated under local law.

**3. Manner of Exercise**

- (a) This Option is exercisable by delivery of an exercise notice which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised and such other representations and agreements as may be required by the Company or the Plan Administrator (the "Exercise Notice"). The Exercise Notice shall be in the form and delivered in the manner prescribed by the Plan Administrator.
- (b) The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Shares in respect of which the Option is being exercised. Payment of the aggregate exercise price may be by any of the following, or a combination thereof: (i) cash, (ii) check, (iii) a "broker-assisted" or "same-day sale"; or (iv) another method authorized by the Company and/or the Plan Administrator.
- (c) No Shares shall be issued pursuant to the exercise of the Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed.

**4. Termination of Employment**

- (a) Notwithstanding the provisions of Sections 2 and 3 above, in the event the Eligible Individual incurs a Termination of Employment by the Company for Cause, or the Eligible Individual voluntarily incurs a Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Eligible Individual's Options (whether or not vested) shall be forfeited and cancelled in their entirety upon such Termination of Employment without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. In such event, the Company may cause the Eligible Individual, immediately upon notice from the Company, to either (i) return the Shares issued upon exercise of such Option that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause or (ii) pay to the Company an amount equal to the aggregate amount, if any, that the Eligible Individual had previously realized in respect of any and all Shares issued upon exercise of such Option that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause (i.e., the value of the Shares upon exercise of the Option), in each case including any dividend equivalents or other distributions received in respect of any such Option.
- (b) Notwithstanding anything herein to the contrary, the Eligible Individual and Company acknowledge and agree that in the event of any conflict or inconsistency between the terms of any employment arrangement and the Plan, whichever term is more beneficial to the Eligible Individual between the Plan and the employment arrangement shall prevail. In no event shall the Eligible Individual be entitled to the same type of benefits under both the Plan and any employment arrangement for the same event or qualifying termination.

- (c) For purposes of this Agreement, employment with the Company shall include employment with the Company's Subsidiaries or Affiliates. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment, whether there existed Cause or whether there occurred a Change in Control.

5. **Non-Transferability of the Option**

During the Vesting Period and until the Option is ultimately exercised as provided herein or on the website of the Plan Administrator, the Option shall not be transferable by the Eligible Individual by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

6. **Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, until such time as the Option is exercised, the Eligible Individual shall not be entitled to any rights of a stockholder with respect to the Option. Notwithstanding the foregoing, if the Company declares and pays ordinary cash dividends on the Common Stock during the Vesting Period, the Eligible Individual will be entitled to such adjustments or dividend equivalents as the Company shall deem appropriate and equitable, including but not limited to adjustment to the aggregate number and kind of Shares or other securities subject to outstanding Awards and/or the exercise price of outstanding Options, which Options shall remain subject to restrictions and shall vest concurrently with the vesting of the Options upon which such dividend equivalent amounts were paid.

7. **Adjustment in the Event of Change in Stock; Change in Control**

(a) In the event of (i) a stock dividend, stock split, reverse stock split, share combination or recapitalization or similar event affecting the capital structure of the Company (each, a "Share Change"), or (ii) a merger, consolidation, acquisition of property or shares, separation, spinoff, reorganization, stock rights offering, liquidation, Disaffiliation, payment of dividends other than an ordinary dividends or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to the number and kind of shares of Common Stock underlying the Option.

(b) In the case of Corporate Transactions, such adjustments may include, without limitation (i) the cancellation of the Option in exchange for payments of cash, dividend equivalents, property or a combination thereof having an aggregate value equal to the value of such Option, as determined by the Committee or the Board in its sole discretion, (ii) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the shares of Common Stock underlying the Option and (iii) in connection with any Disaffiliation, arranging for the assumption of the Option, or the replacement of the Option with new Awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary or Affiliate or by the entity that controls such Subsidiary or Affiliate following such Disaffiliation (as well as any corresponding adjustments to any Option that remains based upon securities of the Company).

(c) The determination of the Committee regarding any such adjustment will be final and conclusive and need not be the same for all Participants.

## **8. Taxes, Fees and Withholding**

- (a) The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares received by an Eligible Individual in connection with the Option, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith.
- (b) Regardless of any action taken by the Company, its Affiliate or Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Eligible Individual acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Eligible Individual’s responsibility and that the Company and/or its Affiliate or Subsidiary (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the exercise of the Option and issuance of the Shares in connection therewith, the receipt of cash or any dividends or dividend equivalents; and (2) do not commit to structure the terms of the Award or any aspect of the Option to reduce or eliminate the Eligible Individual’s liability for Tax-Related Items.
- (c) In the event that the Company, Subsidiary or Affiliate is required to withhold any Tax-Related Items as a result of the award, vesting or exercise of the Option, or the receipt of cash or any dividends or dividend equivalents, the Eligible Individual shall pay or make adequate arrangements satisfactory to the Company, Subsidiary or Affiliate to satisfy all withholding and payment on account of obligations of the Company, Subsidiary and/or Affiliate. The obligations of the Company under this Agreement shall be conditioned on compliance by the Eligible Individual with this Section 8. In this regard, the Eligible Individual authorizes the Company and/or its Subsidiary or Affiliate to withhold all applicable Tax-Related Items legally payable by the Eligible Individual from his or her wages or other cash compensation paid to the Eligible Individual by the Company and/or its Subsidiary or Affiliate. The Company may, in its sole discretion and pursuant to such provisions as it may specify from time to time, withhold in Shares the amount of Shares necessary to satisfy the minimum withholding amount or arrange for the sale of such number of Shares as is necessary to pay any Tax-Related Items. In connection herewith, the Eligible Individual (i) authorizes, empowers and directs the Company and the Plan Administrator (or such brokerage firm as is contracted to manage the Company’s employee equity award program, the “Broker”) to sell, at the market price and on the Exercise Date or as soon thereafter as is practicable, the number of Shares sufficient to pay the Tax-Related Items, and (ii) agrees to indemnify and hold harmless the Broker and the Company from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys’ fees and court costs, arising out of carrying out such actions. Finally, the Eligible Individual will pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Eligible Individual’s participation in the Plan or the Award that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares issuable upon exercise of the Award if the Eligible Individual fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.

- (d) In particular, the Eligible Individual understands and acknowledges that all income to which the Eligible Individual is entitled under this Agreement is pre-tax and the Company or its Subsidiaries or Affiliates has the right to withhold and pay on behalf of the Eligible Individual any individual income tax in connection with such income in accordance with applicable law. In the event the Company or its Subsidiaries or Affiliates is not required under applicable law to serve as the withholding agent to withhold and pay on behalf of the Eligible Individual such individual income tax, the Eligible Individual shall have sole responsibility to make such payment, in which case the Eligible Individual shall provide, as requested by the Company or its Subsidiaries or Affiliates from time to time, relevant tax receipts to certify full and prompt payment. The Eligible Individual agrees to indemnify the Company and/or its Subsidiaries or Affiliates for any liability which may arise as a result of his or her failure to pay any and all taxes associated with any income derived pursuant to the Award.

**9. Other Restrictions**

- (a) The Option shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is required, then in any such event, the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
- (b) The Eligible Individual acknowledges that the Eligible Individual is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Insider Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, if the Eligible Individual is on the Company's insider list, the Eligible Individual shall be required to obtain pre-clearance from the Company's General Counsel prior to purchasing or selling any of the Company's securities (including in connection with the "cashless" exercise of an Option), and may be prohibited from selling such shares other than during an open trading window. The Eligible Individual further acknowledges that, in its discretion, the Company may prohibit the Eligible Individual from selling such shares even during an open trading window if the Company has concerns over the potential for insider trading.

**10. Nature of Award**

In accepting the Award, the Eligible Individual acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;
- (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been made repeatedly in the past;
- (c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) the Eligible Individual's participation in the Plan will not create a right to further employment with the Company, its Subsidiary or Affiliate and shall not interfere with the ability of the Company to terminate the Eligible Individual's employment relationship at any time with or without Cause;

(e) the Eligible Individual is voluntarily participating in the Plan;

(f) the Award is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary, or Affiliate, and such Award is outside the scope of the Eligible Individual's employment contract, if any;

(g) the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, Subsidiary or Affiliate;

(h) in the event that the Eligible Individual is not an employee of the Company, a Subsidiary or an Affiliate, the Award will not be interpreted to form an employment contract or relationship with the Company, a Subsidiary or Affiliate; and

(i) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award resulting from Termination of the Eligible Individual's Employment by the Company, Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Eligible Individual irrevocably releases the Company, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Eligible Individual will be deemed irrevocably to have waived his or her entitlement to pursue such claim.

**11. No Advice Regarding Grant**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Eligible Individual's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Eligible Individual is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Eligible Individual's participation in the Plan, receipt of the Award and/or disposition of the Award before taking any action related to the Plan or the Award.

**12. Notices**

Any notices, communications or changes to this Agreement shall be communicated (either directly by the Company or indirectly through any of its Subsidiaries, Affiliates or the Plan Administrator) to the Eligible Individual electronically via email (or otherwise in writing) promptly after such change becomes effective.



**13. Effect of Agreement; Severability**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**14. Laws Applicable to Construction; Consent to Jurisdiction**

(a) 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 Option is subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

(b) Any and all disputes arising under, as a result of or out of this Agreement, including without limitation any issues involving the constructions, enforcement or interpretation of any of the provisions of this Agreement, the Plan or the Plan Prospectus shall be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**15. Conflicts; Interpretation and Correction of Errors**

(a) In the event of any (i) conflict between the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, or (ii) ambiguity in the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, the Plan shall control.

(b) The Committee shall have the power to interpret the Plan, this Agreement, the Grant Details, any information posted on the system of the Plan Administrator and/or the books and records of the Company, and to adopt such rules for the administration, interpretation and application of the Plan and the Award as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Option has vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested parties. The Committee shall not be personally responsible for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Committee shall, in their absolute discretion, determine when any conditions have been fulfilled.

(c) In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Eligible Individual pursuant to the Plan, the Company, acting through the executive compensation and benefits team, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document.

**16. Data Privacy**

(a) The Eligible Individual understands that the Company, Subsidiary, Affiliate and/or Plan Administrator may hold certain personal information about him or her, including, but not limited to, the Eligible Individual's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Eligible Individual's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Eligible Individual hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data as described in this document by and among, as applicable, the Company and its Subsidiaries or Affiliates for the exclusive purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(b) The Eligible Individual understands that Data will be transferred to the Plan Administrator, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Eligible Individual understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than the Eligible Individual's country. The Eligible Individual authorizes the Company, its Subsidiary or Affiliate, the Plan Administrator and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(c) The Eligible Individual understands that he or she 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 the Eligible Individual's local human resources representative. The Individual understands, however, that refusing or withdrawing his or her consent may affect the Eligible Individual's ability to participate in the Plan. For more information on the consequences of the Eligible Individual's refusal to consent or withdrawal of consent, the Eligible Individual understands that he or she may contact his or her local human resources representative.

**17. Amendment**

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

**18. Choice of Language**

The Eligible Individual has received this Agreement and any other related communications and consents to having received these documents solely in English. If, however, the Eligible Individual receives this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version in any way, the English version will control.

**19. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to the Award and participation in the Plan or future Awards that may be awarded under the Plan by electronic means or to request the Eligible Individual's consent to participate in the Plan by electronic means. The Eligible Individual hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

By electronically accepting this Agreement and participating in the Plan, the Eligible Individual agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Grant Details. If Eligible Individual has not electronically accepted this Agreement on the Plan Administrator's website within six months of the Grant Date, then this Award shall automatically be deemed accepted and Eligible Individual shall be bound by the terms and conditions in the Plan, this Agreement, including the Grant Details.

**20. Currency Exchange Risk**

The Eligible Individual agrees and acknowledges that that Eligible Individual shall bear any and all risks associated with the exchange or fluctuation of currency associated with the Award, including without limitation the settlement of the Award and/or sale of the Shares (the "Currency Risk"). Eligible Individual waives and releases the Company, its Subsidiaries and Affiliates and the Plan Administrator from any potential claims arising out of the Currency Risk. Eligible Individual acknowledges and agrees that Eligible Individual shall with any and all exchange control requirements applicable to the Award and the sale of the Shares and any resulting funds including, without limitation, reporting or repatriation requirements.

**21. Appendix**

Notwithstanding any provisions in this Agreement to the contrary, the Option shall be subject to any special terms and conditions set forth in the Appendix to the Agreement. Moreover, if Eligible Individual relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Eligible Individual to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Eligible Individual's relocation). The Appendix constitutes a party of this Agreement and is incorporated by reference as fully as though set forth herein.

**22. No Public Offer**

The Award of the Option is not intended to be a public offering of securities in the Eligible Individual's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Option is not subject to the supervision of the local securities authorities.

**23. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Eligible Individual's participation in the Plan, on the Award of the Option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Eligible Individual to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**APPENDIX  
ADDITIONAL TERMS AND CONDITIONS OF THE TRIPADVISOR, INC.  
OPTION AGREEMENT  
(INTERNATIONAL)**

**Terms and Conditions**

This Appendix includes special terms and conditions applicable to Eligible Individuals residing in one of the countries listed below. These terms and conditions are in addition to or, if so indicated, in place of, the terms and conditions set forth in the Agreement. Unless otherwise provided below, capitalized terms used but not defined herein shall have the meaning assigned to them in the Plan and/or the Agreement.

**Notifications**

This Appendix also includes country-specific information of which the Eligible Individual should be aware with respect to his or her 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 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Eligible Individual does not rely on the information noted herein as the only source of information relating to the consequences of the Eligible Individual's participation in the Plan because the information may be out of date at the time that the Eligible Individual vests in Share awards or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to the Eligible Individual's particular situation, and the Company is not in a position to assure the Eligible Individual of any particular result. Accordingly, the Eligible Individual is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, please note that if the Eligible Individual is a citizen or resident of a country other than the country in which he or she is currently working, or transfers employment after grant, the information contained in this Appendix may not be applicable to the Eligible Individual.

**European Union ("EU")/ European Economic Area ("EEA") Data Privacy**

The following replaces Section 16 of the Agreement:

In order to offer participation in the Plan, it is necessary for the Company to collect and process certain information about Eligible Individual. Further detail about this is set out below.

Eligible Individual's participation in the Plan is voluntary. Eligible Individual may withdraw from the Plan at any time. Withdrawal from the Plan will not affect Eligible Individual's salary as an employee or his or her employment; Eligible Individual would merely forfeit the opportunities and benefits associated with the Plan.

If Eligible Individual withdraws from the Plan, the Company will cease to use Eligible Individual's information for the purpose of the Plan (subject to the data retention requirements set out below).

**Data Collection and Usage.** The Company collects personal information about Eligible Individual for purposes of administration of the Plan, including: name, home address, telephone number and email address, date of birth, social insurance number, passport or other identification number, salary, citizenship, nationality, job title, any equity, shares of stock or directorships held in the Company and its Affiliates, details of all Options or any other entitlement to equity granted, canceled, vested, unvested or outstanding in Eligible Individual's favor, which the Company receives from Eligible Individual or the Employer ("Eligible Individual Data").

The Company will process and use Eligible Individual Data for the purposes of allocating stock and implementing, administering and managing the Plan. The Company's legal basis for the processing of Eligible Individual's Data is based on contractual necessity for the performance of the Plan.

**Stock Plan Administration Service Providers.** The Company currently uses Fidelity and its affiliated companies ("Fidelity") as its service provider for the Plan. The Company shares your Eligible Individual Data with Fidelity for the purposes of implementing, administering and managing the Plan. Fidelity is based in the United States. In the future, the Company may select a different service provider and share Eligible Individual Data with another company that serves in a similar manner. The Company's service provider(s) will open an account for Eligible Individual to receive and trade stock. Eligible Individual may be asked to agree to separate terms and data processing practices with the service provider(s), which is a condition to his or her participation in the Plan.

**International Data Transfers.** The Company and its service provider(s), including Fidelity, are based in the United States, which means that it will be necessary for Eligible Individual Data to be transferred to, and processed in, the US. Eligible Individual should note that his or her country may have enacted data privacy laws that are different from the United States and which may offer different levels of protection. The legal basis for the transfer of Eligible Individual Data is based on contractual necessity for the performance of the Plan.

**Data Retention.** The Company will use Eligible Individual Data only as long as is necessary to implement, administer and manage his or her participation in the Plan or as may be required by the Company in order to comply with legal or regulatory obligations, including under

tax and securities laws (which will generally be no more than 7 years after the Eligible Individual ceases participating in the Plan).

**Data Subject Rights.** Eligible Individual has a number of rights under data privacy laws in his or her country. Depending on where Eligible Individual is based, his or her rights may include: (a) the right of access to the Eligible Individual's personal data held by the Company, (b) the right of rectification of incorrect data, (c) the right to erasure of data, (d) the right to restriction of processing, and (e) the right to data portability.

If you have any questions about any aspect of the Plan or these terms, please contact [privacy@tripadvisor.com](mailto:privacy@tripadvisor.com).

### **Argentina**

**Exchange Control Notice.** Argentine currency exchange restrictions and reporting requirements may apply to the Option and any Shares acquired under the Plan; the relevant laws and regulations are subject to frequent change. Eligible Individual should consult his or her personal legal advisor to ensure compliance with the applicable requirements.

**Foreign Asset/Account Reporting Notice.** If Eligible Individual holds Shares as of December 31 of any year, he or she is required to report the holding of the Shares on his or her personal tax return for the relevant year.

### **Austria**

There are no country-specific provisions.

### **Brazil**

**Nature of Grant.** In accepting the grant of the Option, Eligible Individual agrees that he or she is making an investment decision, the Shares will be issued to Eligible Individual only if the vesting conditions are met, the Option is exercised and any necessary services are rendered by Eligible Individual over the vesting period, and the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to Eligible Individual.

**Compliance with the Law.** In accepting the grant of the Option, the Eligible Individual acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable tax associated with the Option, the sale of the Shares acquired under the Plan and the receipt of any cash dividends paid on such Shares.

**Labor Law Acknowledgment.** The Eligible Individual agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Plan are the result of commercial transactions unrelated to the Eligible Individual's employment; (ii) the Agreement and the Plan are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the Option, if any, is not part of the Employee's remuneration from employment.

**Exchange Control Information.** If Eligible Individual is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include Shares.

## **Canada**

**Settlement of Stock Awards.** Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the Awards does not provide any right for Eligible Individual to receive a cash payment and the Awards will be settled in Shares only.

**Taxes, Fees and Withholding.** This provision supplements Section 8 of the Agreement. Any share withholding by the Company is subject to the consent of the Eligible Individual at the time of option exercise.

**Authorization to Release and Transfer Necessary Personal Information.** This provision supplements Section 21 of the Agreement:

Eligible Individual hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Eligible Individual further authorizes the Company and its Affiliates and the Committee, which administers the Plan, to disclose and discuss the Plan with their advisors. Eligible Individual further authorizes the Company and any Affiliate to record such information and to keep such information in Eligible Individual's employee file.

## **Chile**

**Labor Law Acknowledgement.** The Option and the Shares underlying the Option, and the income and value of same, shall not be considered as part of your remuneration for purposes of determining the calculation base of future indemnities, whether statutory or contractual, for years of service (severance) or in lieu of prior notice, pursuant to Article 172 of the Chilean Labor Code.

**Securities Law Information.** This grant of Option constitutes a private offering of securities in Chile effective as of the Grant Date. This offer of Option is made subject to general ruling n° 336 of the Chilean Superintendence of Securities and Insurance ("SVS"). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the SVS, and, therefore, such securities are not subject to oversight of the SVS. Given that the Options are not registered in Chile, TripAdvisor is not required to provide public information about the Options or the Shares in Chile. Unless the Options and/or the Shares are registered with the SVS, a public offering of such securities cannot be made in Chile.

**Exchange Control Information.** You are not required to repatriate any funds you receive with respect to the Options (e.g., any proceeds from the sale of any Shares issued upon vesting of the Option) to Chile. However, if you decide to repatriate such funds, you acknowledge that you will be required to effect such repatriation through the Formal Exchange Market (i.e., a commercial bank or registered foreign exchange office) if the amount of the funds repatriated exceeds

US\$10,000. Further, if the value of your aggregate investments held outside Chile exceeds US\$5,000,000 (including Shares and any other cash proceeds acquired under the Plan) at any time in a calendar year, you must report the status of such investments to the Central Bank of Chile.

You will also be required to provide certain information to the Chilean Internal Revenue Service (“CIRS”) regarding the results of investments held abroad and the taxes you have paid abroad (if you will be seeking a credit against Chilean income tax owed). This information must be submitted on certain electronic sworn statements before March 19 or June 30 of each year, depending on the assets or taxes being reported. The statements may be found at the CIRS website at [www.sii.cl](http://www.sii.cl).

You may be ineligible to receive certain foreign tax credits if you fail to meet the applicable reporting requirements. Exchange control and tax reporting requirements in Chile are subject to change, and you should consult with your personal legal and tax advisor regarding any reporting obligations that you may have in connection with the Restricted Stock.

### **Columbia**

**Nature of Grant.** This provision supplements the Agreement: Eligible Individual acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of “salary” for any legal purpose.

**Exchange Control Notice.** Prior approval from a government authority is not required to purchase and hold foreign securities or to receive an equity award. However, if the value of foreign investments, including the value of any equity awards, equals or exceeds US \$500,000 (as of December 31 of the applicable year), such investments must be registered with the Central Bank (*Banco de la República*). When the foreign investment is liquidated, the proceeds do not have to be repatriated to Colombia. However, if the investment was registered with the Central Bank, Eligible Individual must cancel the registration no later than March 31 of the year following the year of the liquidation or Eligible Individual will be subject to fines.

**Foreign Asset / Account Reporting Notice:** Eligible Individual must file an annual informative return with the Colombian Tax Office detailing any assets held abroad. If the individual value of any of these assets exceeds a certain threshold, Eligible Individual must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

### **Denmark**

**Employer Statement:** Eligible Individual acknowledges that he or she has received the Employer Statement below which sets forth additional terms of the Options as required by the Danish Stock Option Act, to the extent that the Danish Stock Option Act applies to the Options.

**Foreign Asset / Account Reporting Notice:** Danish residents must submit certain forms to the Danish tax authorities: Erklæring V must be completed in connection with the deposit of any securities (including Shares acquired under the Plan) into a bank or brokerage account outside of Denmark and Erklæring K must be completed to report the existence of any account outside of Denmark in which Shares or cash will be held. These forms are available at the website of the Danish Tax Authorities.



EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the “Stock Option Act”), you are entitled to receive the following information regarding the restricted stock units granted to you by TripAdvisor, Inc. (the “Company”) under the TripAdvisor, Inc. 2018 Stock and Annual Incentive Plan (the “Plan”) in a written statement.

This statement contains information applicable to your participation in the Plan, as required under the Stock Option Act, while the other terms and conditions of your Options are described in detail in the Plan and the Option Agreement (the “Agreement”), both of which have been made available to you. Capitalized terms used but not defined herein shall have the same meanings given to them in the Plan or the Agreement, as applicable.

Section 1 of the Stock Option Act provides that the Stock Option Act only applies to employees. Employees are defined in section 2 of the Stock Option Act as persons who receive remuneration for their personal services in an employment relationship. Persons, including managers, who are not regarded as employees under the Stock Option Act, will not be subject to the Stock Option Act. If you are not an employee within the meaning of the Stock Option Act, the Company therefore has no obligation to issue an employer information statement to you and you will not be able to rely on this statement for legal purposes, since only the terms and conditions set out in the Plan apply.

1. Date of grant

The date of grant of your Options is the date that the Board or Committee that approved a grant for you determined it would be effective, which is set forth in the Notice.

2. Terms or conditions for Option grant

The grant of Options under the Plan is made at the sole discretion of the Company. Employees, Non-Employee Directors and Consultants of the Company and its Affiliates, are eligible to receive grants under the Plan. The Board has broad discretion to determine who will receive Options and to set the terms and conditions of the Options. The Company may decide, in its sole discretion, not to make any grants of Options to you in the future. Under the terms of the Plan and the Agreement, you have no entitlement or claim to receive future grants of Options.

3. Vesting date or period

The Options will vest over a period of time (as set forth in the Agreement), subject to your continued employment through the applicable vesting date and other conditions set forth in the Plan and Agreement, and subject to Section 5 of this statement.

4. Your rights upon termination of employment

The treatment of your Options upon termination of employment will be determined pursuant to the terms contained in the Plan and the Agreement, notwithstanding that the terms provided for in Sections 4 and 5 of the Stock Option Act which may be more favorable. You agree to forfeit any different treatment provided for under Sections 4 and 5 of the Stock Option Act.

5. Financial aspects of participating in the Plan

The grant of Options has no immediate financial consequences for you. The value of the Options is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

**European Union Countries**

**Securities Law Notice.** This offer is being made to Eligible Individuals as part of an employee incentive program in order to provide an additional incentive and to encourage employee share ownership and to increase employee's interest in the success of the Company. The shares which are the subject of these rights are existing shares of Common Stock of the Company. More information in relation to the Company, including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>. The obligation to publish a prospectus does not apply under Article 1(4)(i) of the EU Prospectus Regulation.

**Finland**

There are no country-specific provisions.

**Germany**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In case of payments in connection with the sale of Shares acquired under the Plan or the receipt of any cash dividends, the report must be filed electronically by the 5th day of the month following the month in which the payment was received. The form of report ("*Allgemeine Meldeportal Statistik*") can be accessed via the Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)) and is available in both German and English.

**Hong Kong**

**Securities Law Notice.** The Award and Shares issued upon exercise (if any) do not constitute a public offering of securities under Hong Kong law and are available only to Eligible Individuals of the Company, its Affiliates and Subsidiaries. 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. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award is intended only for the personal use of each Eligible Individual of the Company, its Affiliates or its Subsidiaries and may not be distributed to any other person. If Eligible Individual is in any doubt about any of the contents of

the Agreement, including this Appendix, or the Plan, Eligible Individual should obtain independent professional advice.

**Vesting of Awards and Sale of Shares.** In the event the Eligible Individual's Awards vest and Shares are issued to the Eligible Individual within six months of the date of grant, the Eligible Individual agrees that he or she will not dispose of any of such Shares prior to the six-month anniversary of the date of grant.

**Nature of the Plan.** The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Scheme Ordinance ("ORSO"). To the extent that any court, tribunal or legal/regulatory body in Hong Kong determines that the Plan constitutes an occupational retirement scheme for the purpose of ORSO, the grant of Options shall be null and void.

### **Iceland**

This offer is being made to employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of TripAdvisor, Inc., its Subsidiaries and Affiliates. The company offering these rights is TripAdvisor, Inc. The shares which are the subject of these rights are existing shares of Common Stock of TripAdvisor, Inc. More information in relation to TripAdvisor, Inc., including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>.

### **India**

**Tax Information.** The amount subject to tax at vesting may be dependent upon a valuation of Shares from a Merchant Banker in India. The Company has no responsibility or obligation to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

**Exchange Control Obligations.** Eligible Individual understands that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan and any dividends received in relation to the Shares to India in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

### **Ireland**

**Director Notification Obligation.** Directors, shadow directors and secretaries of the Company's Irish Affiliates are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish Affiliates in writing of their interest in the Company (*e.g.*, Option, RSUs, Shares, etc.) and the number and class of shares or rights to which the interest relates within five days of the acquisition or disposal of shares or within five days of becoming aware of the event giving rise to the notification. This disclosure requirement also applies to any rights or shares acquired by the director's spouse or children (under the age of 18).

**Italy.**

**Data Privacy.** This provision replaces in its entirety the “Data Privacy” section of the Award Agreement:

***Data Privacy.*** *The Eligible Individual understands that the Employer and/or the Company may hold certain personal information about the Eligible Individual, including, but not limited to, Awardee’s name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Shares held and the details of any Option or any other entitlement to Stock awarded, cancelled, exercised, vested, unvested or outstanding (the “Data”) for the purpose of implementing, administering and managing the Eligible Individual’s participation in the Plan. The Eligible Individual is aware that providing the Company with the Eligible Individual’s Data is necessary for the performance of the Award Agreement and that the Eligible Individual’s refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Eligible Individual’s ability to participate in the Plan.*

*The Controller of personal Data processing is TripAdvisor, Inc., 400 1st Avenue, Needham, MA 02494, U.S.A., and, pursuant to D.lgs 196/2003, its representative in Italy is TripAdvisor Italy, S.r.l., with its registered offices at Corso Garibaldi, n 86 6th Floor, 20121 Milan MI Italy. The Eligible Individual understands that Data may be transferred to the Company or its Affiliates, or to any third parties assisting with the implementation, administration and management of the Plan, including any transfer required to Fidelity Stock Plan Services, LLC or such other stock plan service provider as may be selected by the Company, or any other third party with whom cash from the sale of Shares acquired under the Plan may be deposited. Furthermore, the recipients that may receive, possess, use, retain and transfer such Data for the above mentioned purposes may be located in Italy or elsewhere, including outside of the European Union, and the recipients’ country (e.g., the United States) may have different data privacy laws and protections from Awardee’s country. The processing activity, including the transfer of the Eligible Individual’s Data abroad, outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require the Eligible Individual’s consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. the Eligible Individual understands that Data processing relating to the purposes above specified shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to D.lgs. 196/2003.*

*The Eligible Individual understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the Eligible Individual’s participation in the Plan. The Eligible Individual understands that pursuant to art.7 of D.lgs 196/2003, the Eligible Individual has the right, including but not limited to, access, delete, update, request the rectification of the Eligible Individual’s Data and cease, for legitimate reasons, Data processing. Furthermore, the Eligible Individual is aware that the Eligible Individual’s Data will not be*

*used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Eligible Individuals local human representative.*

**Grant Terms Acknowledgment.** By accepting the Option, the Eligible Individual acknowledges that the Eligible Individual has received a copy of the Plan and the Award Agreement, including this Appendix, in their entirety and fully understands and accepts all the provisions of the Plan and the Award Agreement. The Eligible Individual further acknowledges having read and specifically approves the following sections of the Award Agreement: Vesting, Issuance of Stock, Termination of Employment, Tax Withholding, Nature of Grant, Governing Law and Venue and Imposition of Other Requirements, and the Data Privacy section in this Appendix.

**Foreign Asset/Account Reporting Information.** If the Eligible Individual holds investments abroad or foreign financial assets (e.g., cash, Shares, RSUs) that may generate income taxable in Italy, the Eligible Individual is required to report them on his or her annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Eligible Individual if the Eligible Individual is a beneficial owner of the investments, even if the Eligible Individual does not directly hold investments abroad or foreign assets.

**Foreign Asset Tax.** The value of the financial assets held outside of Italy by individuals resident of Italy is subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets (e.g., Shares) assessed at the end of the calendar year.

### **Japan**

**Foreign Asset/Account Reporting Information.** The Eligible Individual will be required to report details of any assets held outside of Japan as of December 31 (including Shares acquired under the Plan), to the extent such assets have a total net fair market value exceeding ¥50 million. Such report will be due by March 15 each year. The Eligible Individual should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Eligible Individual and whether the Eligible Individual will be required to report details of his or her outstanding Options, as well as Shares, in the report.

### **Mexico**

**Labor Law Policy and Acknowledgment.** By accepting the Option, Eligible Individual expressly recognizes that TripAdvisor, Inc., with registered offices at 400 1st Avenue, Needham, MA 02494 U.S.A., is solely responsible for the administration of the Plan and that Eligible Individual's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Eligible Individual and the Company since Eligible Individual is participating in the Plan on a wholly commercial basis and Eligible Individual's sole Employer is [TripAdvisor Mexico entity or employer] ("TripAdvisor -Mexico"). Based on the foregoing, Eligible Individual expressly recognizes that the Plan and the benefits that Eligible Individual may derive from his or her participation in the Plan do not establish any rights between Eligible Individual and

TripAdvisor-Mexico, and do not form part of the employment conditions and/or benefits provided by TripAdvisor-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Eligible Individual's employment.

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

Finally, Eligible Individual hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Eligible Individual therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

**Plan Document Acknowledgment.** By accepting the Option, Eligible Individual acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement. In addition, by accepting the Options, Eligible Individual acknowledges that he or she has read and specifically and expressly approves the terms and conditions of the Agreement ("Nature of Award"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the Option.

#### **Netherlands**

There are no country-specific provisions.

#### **Norway**

**Securities Law Notice.** This offer is being made to Eligible Individuals as part of an employee incentive program in order to provide an additional incentive and to encourage employee share ownership and to increase employee's interest in the success of the Company. The shares which are the subject of these rights are existing shares of Common Stock of the Company. More information in relation to the Company, including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>. The obligation to publish a prospectus is not applicable under Article 7-1 and Article 7-6 of the Norwegian Securities Trading Act (which implement Article 1(4)(i) of the EU Prospectus Regulation).

## **Portugal**

**Language Consent.** The Eligible Individual hereby express 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.

**Consentimento linguístico.** Pela presente, O indivíduo elegível por este meio expressa declara que ele ou ela tem pleno conhecimento da língua inglesa e tem lido, compreendido e plenamente aceito e acordado com os termos e condições estabelecidos no plano e no acordo.

**Exchange Control Notification.** If the Eligible Individual holds Shares issued upon exercise of Options, the acquisition of Shares could 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 could submit the report on Participant's behalf. If the Shares are not deposited with a commercial bank or financial intermediary in Portugal, the Eligible Individual is responsible for submitting the report to the Banco de Portugal.

## **Republic of Korea**

**Securities Law Notice.** If the Eligible Individual are employed in the Republic of Korea then, notwithstanding anything set forth in the Plan documents, your Options are granted by the Company, not your employer.

**Foreign Asset/Account Reporting Notice.** Eligible Individual must declare all of his or her foreign financial accounts (i.e., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authorities and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or an equivalent amount in foreign currency) on any month-end date during the year.

## **Singapore**

**Securities Law Notice.** The grant of this Award is made in reliance on section 273(1)(f) of the Securities and Futures Act (Cap. 289) ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.

**Director Notification Obligation.** If Eligible Individual is a director, associate director or shadow director (i.e., a non-director who has sufficient control so that the directors act in accordance with the directions and instructions of this individual) of the Company's local entity in Singapore, he or she is subject to notification requirements under the Singapore Companies Act. Some of these notification requirements will be triggered by Eligible Individual's participation in the Plan. Specifically, Eligible Individual is required to notify the local Singapore company when he or she acquires or disposes an interest in the Company, including when Eligible Individual receives Shares upon vesting of this Award and when Eligible Individual sells these Shares. The notification must be in writing and must be made within two days of acquiring or disposing of any interest in the Company (or within two days of initially becoming a director, associate director or shadow director of the Company's local entity in Singapore). If Eligible Individual is unclear as to whether he or she is a director, associate director or shadow director of the Company's local

entity in Singapore or the form of the notification, he or she should consult with his or her personal legal advisor.

## **Spain**

**Nature of Grant.** This provision supplements the “Nature of Award” section of the Award Agreement:

In accepting the Options, the Eligible Individual consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

Further, the Eligible Individual understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Options under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any Award will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis. Consequently, the Eligible Individual understands that the Award is granted on the assumption and condition that the Options or the Shares acquired upon exercise shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Eligible Individual understands that this Award would not be made to the Eligible Individual but for the assumptions and conditions referred to above; thus, the Eligible Individual 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 Award shall be null and void.

The Eligible Individual also understands and agrees that, as a condition of the grant and vesting of the Option, the termination of the Eligible Individual’s employment for any reason (including the reasons listed below), the Option will cease vesting immediately, effective on the date of the Eligible Individual’s termination of employment. This will be the case, for example, even in the event of a termination of the Eligible Individual’s employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with Cause (as defined in the Agreement), disciplinary dismissal adjudged or recognized to be without Cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without Cause, 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, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985. “Cause” shall be as defined in the Agreement, regardless of whether the termination is considered a fair termination (i.e. *despido procedente*) under Spanish legislation.

The Eligible Individual acknowledges that he or she has read and specifically accepts the conditions referred to in the “Termination of Employment” and “Nature of Award” sections of the Award Agreement.

**Securities Law Information.** The grant of this Award and the Shares issued pursuant to the vesting and exercise of the Award are considered a private placement outside of the scope of Spanish laws on public offerings and issuances of securities.



**Exchange Control Information.** To participate in the Plan, the Eligible Individual must comply with exchange control regulations in Spain. The acquisition of Shares upon vesting and exercise of the Option and the sale of Shares must be declared on Form D-6, for statistical purposes, to the *Dirección General de Comercio e Inversiones* (the “DGCI”) of the Ministry of Industry, Tourism and Commerce. Generally, the D-6 form must be filed each January while the shares are owned or to report the sale of Shares.

Whenever receiving foreign currency payments derived from the ownership of Stock (*i.e.*, cash dividends or sale proceeds) exceeding €50,000, the Eligible Individual must inform the financial institution receiving the payment of the basis upon which such payment is made. The Eligible Individual will need to provide the institution with the following information: (i) the Eligible Individual’s name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) any further information that may be required.

**Foreign Asset/Account Reporting Information.** To the extent that the Eligible Individual holds rights or assets (*e.g.*, Shares or cash held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, Shares, cash, etc.) as of December 31 each year, the Eligible Individual will be required to report information on such rights and assets on his or her tax return for such year. After such rights and assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant year. It is the Eligible Individual’s responsibility to comply with these reporting obligations, and the Eligible Individual should consult with his or her personal tax and legal advisors in this regard.

In addition, the Eligible Individual is required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceeds €1,000,000.

### **Sweden**

There are no country-specific provisions.

### **Switzerland**

**Securities Law Information.** The Award is considered a private offering in Switzerland and is therefore not subject to registration. Neither this document nor any other materials relating to the Award (a) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (b) may be publicly distributed or otherwise made publicly available

in Switzerland, or (c) has been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

### **United Arab Emirates**

**Securities Law Notice.** The Plan is only being offered to qualified employees and is in the nature of providing equity incentives to employees of the Company's Subsidiary in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Eligible Individual should conduct his or her own due diligence on the Option offered pursuant to this Agreement. If Eligible Individual does not understand the contents of the Plan and/or the Agreement, he or she should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not 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**

**Settlement of Stock Awards.** Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the Award does not provide any right for Eligible Individual to receive a cash payment and the Awards will be settled in Shares only.

**Tax and National Insurance Contributions Acknowledgment.** The following provision supplements Section 8 of the Agreement:

Eligible Individual agrees that if Eligible Individual does not pay or the Employer or the Company does not withhold from Eligible Individual the full amount of Tax-Related Items that Eligible Individual owes in connection with the vesting of the Award and/or the acquisition of Shares pursuant to the vesting of the Award, or the release or assignment of the Award for consideration, or the receipt of any other benefit in connection with the Award (the "*Taxable Event*") within ninety (90) days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by Eligible Individual to the Employer, effective ninety (90) days after the Taxable Event. Eligible Individual agrees that the loan will bear interest at the official rate of HM Revenue and Customs ("*HMRC*") and will be immediately due and repayable by Eligible Individual, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to Eligible Individual by the Employer, by withholding in Shares issued upon vesting of the Award or from the cash proceeds from the sale of such Shares or by demanding cash or a cheque from Eligible Individual. Eligible Individual also authorizes the Company to withhold the transfer of any Shares unless and until the loan is repaid in full.

Notwithstanding the foregoing, if Eligible Individual is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that Eligible Individual is an officer or executive director and Tax-Related Items are not collected from or paid

by Eligible Individual within ninety (90) days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to Eligible Individual on which additional income tax and National Insurance contributions may be payable. Eligible Individual will be responsible for reporting any income tax and National Insurance contributions due on this additional benefit directly to HMRC under the self-assessment regime.

**TRIPADVISOR, INC. RESTRICTED STOCK UNIT AGREEMENT  
(Domestic)**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”), dated as of the grant date specified on the Grant Details referenced below (the “Grant Date”), between TripAdvisor, Inc., a Delaware corporation (the “Company”), and the employee, director or consultant of the Company or one of its Subsidiaries or Affiliates designated on the Grant Details (as defined below) (the “Eligible Individual”), describes the terms of an award of restricted stock units (“RSUs”) to the Eligible Individual by the Company (the “Award”).

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company’s 2018 Stock and Annual Incentive Plan or any subsequent plan adopted by the Company (in either case, the “Plan”).

**1. Award and Vesting of RSUs**

- (a) Subject to the terms and conditions of this Agreement, the Plan and the Grant Details, the Company hereby grants RSUs to the Eligible Individual. Reference is made to the “Grant Details” that can be found on the equity plan website of the current professional selected by the Company to administer the Plan (the “Plan Administrator”), currently located at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) (or any successor equity administration system selected by the Company to manage the Plan from time to time). The Grant Details, which sets forth the number of RSUs granted to the Eligible Individual by the Company, the Grant Date and the vesting schedule of the RSUs (among other information), are hereby incorporated by reference into, and shall be read as part and parcel of, this Agreement.
- (b) Subject to the terms and conditions of this Agreement, the Grant Details and the Plan, RSUs shall vest and no longer subject to any restriction (such period during which restrictions apply referred to as the “RSU Restriction Period”) on the dates detailed in the Grant Details.

**2. Settlement of RSUs**

As soon as practicable after any RSUs have vested and are no longer subject to the RSU Restriction Period (but in no event later than sixty (60) days thereafter), such RSUs shall be settled. Subject to Section 7 (pertaining to the withholding of taxes), for each RSU settled pursuant to this Section 2, the Company may, in its sole discretion, settle the RSUs in cash or Shares by causing to be delivered to the Eligible Individual freely-transferable Shares upon settlement of the vested RSUs. Notwithstanding the foregoing, the Company shall be entitled to hold the Shares issuable upon settlement of RSUs that have vested until the Company or Plan Administrator shall have received from the Eligible Individual a duly executed Form W-9 or Form W-8, as applicable, as well as such other documents as may be legally required.

**3. Termination of Employment**

(a) In the event a Termination of Employment of the Eligible Individual occurs during the RSU Restriction Period for any reason (whether or not in breach of local labor laws), except as otherwise provided in the Plan or any written employment agreement between the Company and the Eligible Individual (an "Employment Arrangement"), the Eligible Individual's right to receive the RSUs under the Plan, if any, will terminate effective as of the date of the Termination of Employment and will not be extended by any notice period mandated under local law; furthermore, in the event of a Termination of Employment (whether or not in breach of local labor laws), the Eligible Individual's right to receive the RSUs after such Termination of Employment, if any, will be measured to the date of the Termination of Employment and will not be extended by any notice period mandated under local law, unless otherwise provided in the Plan or an Employment Arrangement. The Eligible Individual shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Eligible Individual for the loss of any rights under this Agreement or the Plan.

(b) Notwithstanding the provisions of Section 1 above, in the event the Eligible Individual incurs a Termination of Employment by the Company for Cause, or the Eligible Individual voluntarily incurs a Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Eligible Individual's RSUs (whether or not vested) shall be forfeited and cancelled in their entirety upon such Termination of Employment without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. In such event, the Company may cause the Eligible Individual, immediately upon notice from the Company, to either (i) return the Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause or (ii) pay to the Company an amount equal to the aggregate amount, if any, that the Eligible Individual had previously realized in respect of any and all Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause (i.e., the value of the RSUs upon vesting), in each case including any dividend equivalents or other distributions received in respect of any such RSUs.

(c) Notwithstanding anything herein to the contrary, the Eligible Individual and Company acknowledge and agree that in the event of any conflict or inconsistency between the terms of any employment arrangement and the Plan, whichever term is more beneficial to the Eligible Individual between the Plan and the employment arrangement shall prevail. In no event shall Eligible Individual be entitled to the same type of benefits under both the Plan and any employment arrangement for the same event or qualifying termination.

(d) For purpose of this Agreement, employment with the Company shall include employment with the Company's Subsidiaries or Affiliates. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment, whether there existed Cause or whether there occurred a Change in Control.

**4. Non-Transferability of the RSUs**

During the RSU Restriction Period and until the RSUs are settled as provided herein or on the website of the Plan Administrator, the RSUs shall not be transferable by the Eligible Individual by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

**5. Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, during the RSU Restriction Period, the Eligible Individual shall not be entitled to any rights of a stockholder with respect to the RSUs. Notwithstanding the foregoing, if the Company declares and pays ordinary cash dividends on the Common Stock during the RSU Restriction Period, the Eligible Individual will be credited with additional amounts for each RSU equal to the dividend that would have been paid with respect to such RSU if it had been an actual share of Common Stock, which amount shall remain subject to restrictions (and as determined by the Committee may be reinvested in RSUs or may be held in kind as restricted property) and shall vest concurrently with the vesting of the RSUs upon which such dividend equivalent amounts were paid. Notwithstanding the foregoing, dividends and distributions other than ordinary cash dividends, if any, may result in an adjustment pursuant to Section 6 below, rather than under this Section 5.

**6. Adjustment in the Event of Change in Stock; Change in Control**

(a) In the event of (i) a stock dividend, stock split, reverse stock split, share combination or recapitalization or similar event affecting the capital structure of the Company (each, a "Share Change"), or (ii) a merger, consolidation, acquisition of property or shares, separation, spinoff, reorganization, stock rights offering, liquidation, Disaffiliation, payment of dividends other than an ordinary dividends or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to the number of RSUs and the number and kind of shares of Common Stock underlying the RSUs.

(b) In the case of Corporate Transactions, such adjustments may include, without limitation (i) the cancellation of RSUs in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such RSUs, as determined by the Committee or the Board in its sole discretion, (ii) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the shares of Common Stock underlying the RSUs and (iii) in connection with any Disaffiliation, arranging for the assumption of the RSUs, or the replacement of the RSUs with new Awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary or Affiliate or by the entity that controls such Subsidiary or Affiliate following such Disaffiliation (as well as any corresponding adjustments to any RSUs that remain based upon securities of the Company).

(c) The determination of the Committee regarding any such adjustment will be final and conclusive and need not be the same for all Eligible Individuals.

**7. Taxes, Fees and Withholding**

- (a) The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares received by an Eligible Individual in connection with the RSUs, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith.
- (b) Regardless of any action taken by the Company, its Affiliate or Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Eligible Individual acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Eligible Individual’s responsibility and that the Company and/or its Affiliate or Subsidiary (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant and vesting of the RSUs, the receipt of cash or any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Eligible Individual’s liability for Tax-Related Items.
- (c) In the event that the Company, Subsidiary or Affiliate is required to withhold any Tax-Related Items as a result of the award or vesting of the RSUs, or the receipt of cash or any dividends or dividend equivalents, the Eligible Individual shall pay or make adequate arrangements satisfactory to the Company, Subsidiary or Affiliate to satisfy all withholding and payment on account of obligations of the Company, Subsidiary and/or Affiliate. The obligations of the Company under this Agreement shall be conditioned on compliance by the Eligible Individual with this Section 7. In this regard, the Eligible Individual authorizes the Company and/or its Subsidiary or Affiliate to withhold all applicable Tax-Related Items legally payable by the Eligible Individual from his or her wages or other cash compensation paid to the Eligible Individual by the Company and/or its Subsidiary or Affiliate. The Company may, in its sole discretion and pursuant to such provisions as it may specify from time to time, withhold in Shares the amount of Shares necessary to satisfy the minimum withholding amount or arrange for the sale of such number of Shares as is necessary to pay any Tax-Related Items. In connection herewith, the Eligible Individual (i) authorizes, empowers and directs the Company and the Plan Administrator (or such brokerage firm as is contracted to manage the Company’s employee equity award program, the “Broker”) to sell, at the market price and on the Exercise Date or as soon thereafter as is practicable, the number of Shares sufficient to pay the Tax-Related Items, and (ii) agrees to indemnify and hold harmless the Broker and the Company from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys’ fees and court costs, arising out of carrying out such actions. Finally, the Eligible Individual will pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Eligible Individual’s participation in the Plan or the Eligible Individual’s Award that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares underlying the RSU if the Eligible Individual fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.
- (d) In particular, the Eligible Individual understands and acknowledges that all income to which the Eligible Individual is entitled under this Agreement is pre-tax and the Company or its Subsidiaries or Affiliates has the right to withhold and pay on behalf of the Eligible Individual any individual income tax in connection with such income in accordance with applicable law. In the

event the Company or its Subsidiaries or Affiliates is not required under applicable law to serve as the withholding agent to withhold and pay on behalf of the Eligible Individual such individual income tax, the Eligible Individual shall have sole responsibility to make such payment, in which case the Eligible Individual shall provide, as requested by the Company or its Subsidiaries or Affiliates from time to time, relevant tax receipts to certify full and prompt payment. The Eligible Individual agrees to indemnify the Company and/or its Subsidiaries or Affiliates for any liability which may arise as a result of his or her failure to pay any and all taxes associated with any income derived pursuant to the Awards.

**8. Other Restrictions**

- (a) The Award shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is required, then in any such event, the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
- (b) The Eligible Individual acknowledges that the Eligible Individual is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Insider Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, if the Eligible Individual is on the Company's insider list, the Eligible Individual shall be required to obtain pre-clearance from the Company's General Counsel prior to purchasing or selling any of the Company's securities, including any shares issued upon vesting of the RSUs, and may be prohibited from selling such shares other than during an open trading window. The Eligible Individual further acknowledges that, in its discretion, the Company may prohibit the Eligible Individual from selling such shares even during an open trading window if the Company has concerns over the potential for insider trading.

**9. Nature of Award**

In accepting the Award, the Eligible Individual acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;
- (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been made repeatedly in the past;
- (c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;
- (d) the Eligible Individual's participation in the Plan will not create a right to further employment with the Company, its Subsidiary or Affiliate and shall not interfere with the ability of the Company to terminate the Eligible Individual's employment relationship at any time with or without Cause;



- (e) the Eligible Individual is voluntarily participating in the Plan;
- (f) the Award is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary, or Affiliate, and such Award is outside the scope of the Eligible Individual's employment contract, if any;
- (g) the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, Subsidiary or Affiliate;
- (h) in the event that the Eligible Individual is not an employee of the Company, a Subsidiary or an Affiliate, the Award will not be interpreted to form an employment contract or relationship with the Company; and
- (i) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award resulting from Termination of the Eligible Individual's employment by the Company, Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Eligible Individual irrevocably releases the Company, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Eligible Individual will be deemed irrevocably to have waived his or her entitlement to pursue such claim.

**10. No Advice Regarding Grant.**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Eligible Individual's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Eligible Individual is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Eligible Individual's participation in the Plan, receipt of the Award and/or disposition of the Award before taking any action related to the Plan or the Award.

**11. Notices**

Any notices, communications or changes to this Agreement shall be communicated (either directly by the Company or indirectly through any of its Subsidiaries, Affiliates or the Plan Administrator) to the Eligible Individual electronically via email (or otherwise in writing) promptly after such change becomes effective.

**12. Effect of Agreement; Severability**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company. 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. Laws Applicable to Construction; Consent to Jurisdiction**

(a) 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 RSUs are subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

(b) Any and all disputes arising under, as a result of or out of this Agreement, including without limitation any issues involving the construction, enforcement or interpretation of any of the provisions of this Agreement, the Plan or the Plan Prospectus, shall be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**14. Conflicts; Interpretation and Correction of Errors**

(a) In the event of any (i) conflict between the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, or (ii) ambiguity in the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, the Plan shall control.

(b) The Committee shall have the power to interpret the Plan, this Agreement, the Grant Details, any information posted on the system of the Plan Administrator and/or the books and records of the Company, and to adopt such rules for the administration, interpretation and application of the Plan and the Award as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Eligible Individual, the Company and all other interested parties. The Committee shall not be personally responsible for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Committee shall, in their absolute discretion, determine when any conditions have been fulfilled.

(c) In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Eligible Individual pursuant to the Plan, the Company, acting through the executive compensation and benefits team, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document.

**15. Data Privacy**

(a) The Eligible Individual understands that the Company, Subsidiary, Affiliate and/or Plan Administrator may hold certain personal information about the Eligible Individual, including, but not limited to, the Eligible Individual's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Eligible Individual's favor, for the purpose of implementing, administering and managing the Plan

("Data"). The Eligible Individual hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data as described in this document by and among, as applicable, the Company and its Subsidiaries or Affiliates for the exclusive purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(b) The Eligible Individual understands that Data will be transferred to the Plan Administrator, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Eligible Individual understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than the Eligible Individual's country. The Eligible Individual authorizes the Company, its Subsidiary or Affiliate, the Plan Administrator and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(c) The Eligible Individual understands that he or she 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 the Eligible Individual's local human resources representative. The Eligible Individual understands, however, that refusing or withdrawing his or her consent may affect the Eligible Individual's ability to participate in the Plan. For more information on the consequences of the Eligible Individual's refusal to consent or withdrawal of consent, the Eligible Individual understands that he or she may contact his or her local human resources representative.

## **16. Amendment**

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

(b) This Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from, or comply with, the applicable requirements of Section 409A of the Code. If the Company makes a good faith determination that any compensation provided under this Agreement is likely to be subject to the additional tax imposed by Section 409A of the Code, the Company may, to the extent it deems necessary or advisable, modify this Agreement, without the Eligible Individual's consent, to reduce the risk that such additional tax will apply, in a manner designed to preserve the material economic benefits intended to be provided to the Eligible Individual under this Agreement (other than any diminution of such benefit that may be attributable to the time value of money resulting from a delay in the timing of payments hereunder for a period of approximately six months or such longer period as may be required).

**17. Choice of Language**

The Eligible Individual has received this Agreement and any other related communications and consents to having received these documents solely in English. If, however, the Eligible Individual receives this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version in any way, the English version will control.

**18. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to the Award and participation in the Plan or future awards that may be awarded under the Plan by electronic means or to request the Eligible Individual's consent to participate in the Plan by electronic means. The Eligible Individual hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

By electronically accepting this Agreement and participating in the Plan, the Eligible Individual agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Grant Details. If Eligible Individual has not electronically accepted this Agreement on the Plan Administrator's website within six months of the Grant Date, then this Award shall automatically be deemed accepted and Eligible Individual shall be bound by the terms and conditions in the Plan, this Agreement, including the Grant Details.

**TRIPADVISOR, INC. RESTRICTED STOCK UNIT AGREEMENT**  
**(International)**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”), dated as of the grant date specified on the Grant Details referenced below (the “Grant Date”), between TripAdvisor, Inc., a U.S. Delaware corporation (the “Company”), and the employee, director or consultant of the Company or one of its Subsidiaries or Affiliates designated on the Grant Details (as defined below) (the “Eligible Individual”), describes the terms of an Award of restricted stock units (“RSUs”) to the Eligible Individual by the Company (the “Award”).

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company’s 2018 Stock and Annual Incentive Plan or any subsequent plan adopted by the Company (in either case, the “Plan”).

**1. Award and Vesting of RSUs**

(a) Subject to the terms and conditions of this Agreement, the Plan and the Grant Details, the Company hereby grants RSUs to the Eligible Individual. Reference is made to the “Grant Details” that can be found on the equity plan website of the current professional selected by the Company to administer the Plan (the “Plan Administrator”), currently located at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) (or any successor equity administration system selected by the Company to manage the Plan from time to time). The Grant Details, which set forth the number of RSUs granted to the Eligible Individual by the Company, the Grant Date and the vesting schedule of the RSUs (among other information), are hereby incorporated by reference into, and shall be read as part and parcel of, this Agreement.

(b) Subject to the terms and conditions of this Agreement, the Grant Details and the Plan, RSUs shall vest and no longer subject to any restriction (such period during which restrictions apply referred to as the “RSU Restriction Period”) on the dates detailed in the Grant Details.

**2. Settlement of RSUs**

As soon as practicable after any RSUs have vested and are no longer subject to the RSU Restriction Period (but in no event later than sixty (60) days thereafter), such RSUs shall be settled. Subject to Section 7 (pertaining to the withholding of taxes), for each RSU settled pursuant to this Section 2, the Company may, in its sole discretion, settle the RSUs in cash and shares by causing to be delivered to the Eligible Individual freely-transferable Shares upon settlement of the vested RSUs. Notwithstanding the foregoing, the Company shall be entitled to hold the Shares issuable upon settlement of RSUs that have vested until the Company or Plan Administrator shall have received from the Eligible Individual a duly executed Form W-9 or Form W-8, as applicable, as well as such other documents as may be legally required.

Non-U.S. Employee – Version March 2021

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### 3. Termination of Employment

(a) In the event a Termination of Employment of the Eligible Individual occurs during the RSU Restriction Period for any reason (whether or not in breach of local labor laws), except as otherwise provided in the Plan or any written employment agreement between the Company and the Eligible Individual (an "Employment Arrangement"), the Eligible Individual's right to receive the RSUs under the Plan, if any, will terminate effective as of the date of the Termination of Employment and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of a Termination of Employment (whether or not in breach of local labor laws), the Eligible Individual's right to receive the RSUs after such Termination of Employment, if any, will be measured to the date of the Termination of Employment and will not be extended by any notice period mandated under local law, unless otherwise provided in the Plan or an Employment Arrangement. The Eligible Individual shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Eligible Individual for the loss of any rights under this Agreement or the Plan.

(b) Notwithstanding the provisions of Section 1 above, in the event the Eligible Individual incurs a Termination of Employment by the Company for Cause, or the Eligible Individual voluntarily incurs a Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Eligible Individual's RSUs (whether or not vested) shall be forfeited and cancelled in their entirety upon such Termination of Employment without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. In such event, the Company may cause the Eligible Individual, immediately upon notice from the Company, to either (i) return the Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause or (ii) pay to the Company an amount equal to the aggregate amount, if any, that the Eligible Individual had previously realized in respect of any and all Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause (*i.e.*, the value of the RSUs upon vesting), in each case including any dividend equivalents or other distributions received in respect of any such RSUs.

(c) Notwithstanding anything herein to the contrary, the Eligible Individual and Company acknowledge and agree that in the event of any conflict or inconsistency between the terms of any employment arrangement and the Plan, whichever term is more beneficial to the Eligible Individual between the Plan and the employment arrangement shall prevail. In no event shall Eligible Individual be entitled to the same type of benefits under both the Plan and any employment arrangement for the same event or qualifying termination.

(d) For purpose of this Agreement, employment with the Company shall include employment with the Company's Subsidiaries or Affiliates. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment, whether there existed Cause or whether there occurred a Change in Control.

**4. Non-Transferability of the RSUs**

During the RSU Restriction Period and until the RSUs are settled as provided herein or on the website of the Plan Administrator, the RSUs shall not be transferable by the Eligible Individual by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise.

**5. Rights as a Stockholder**

Except as otherwise specifically provided in this Agreement, during the RSU Restriction Period, the Eligible Individual shall not be entitled to any rights of a stockholder with respect to the RSUs. Notwithstanding the foregoing, if the Company declares and pays ordinary cash dividends on the Common Stock during the RSU Restriction Period, the Eligible Individual will be credited with additional amounts for each RSU equal to the dividend that would have been paid with respect to such RSU if it had been an actual share of Common Stock, which amount shall remain subject to restrictions (and as determined by the Committee may be reinvested in RSUs or may be held in kind as restricted property) and shall vest concurrently with the vesting of the RSUs upon which such dividend equivalent amounts were paid. Notwithstanding the foregoing, dividends and distributions other than regular ordinary cash dividends, if any, may result in an adjustment pursuant to Section 6 below, rather than under this Section 5.

**6. Adjustment in the Event of Change in Stock; Change in Control**

(a) In the event of (i) a stock dividend, stock split, reverse stock split, share combination, or recapitalization or similar event affecting the capital structure of the Company (each, a “Share Change”), or (ii) a merger, consolidation, acquisition of property or shares, separation, spinoff, reorganization, stock rights offering, liquidation, Disaffiliation, payment of dividends other than an ordinary dividends or similar event affecting the Company or any of its Subsidiaries (each, a “Corporate Transaction”), the Committee or the Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to the number of RSUs and the number and kind of shares of Common Stock underlying the RSUs.

(b) In the case of Corporate Transactions, such adjustments may include, without limitation (i) the cancellation of RSUs in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such RSUs, as determined by the Committee or the Board in its sole discretion, (ii) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the shares of Common Stock underlying the RSUs and (iii) in connection with any Disaffiliation, arranging for the assumption of the RSUs, or the replacement of the RSUs with new Awards based on other property or other securities (including, without limitation, other securities of the Company and securities of entities other than the Company), by the affected Subsidiary or Affiliate or by the entity that controls such Subsidiary or Affiliate following such Disaffiliation (as well as any corresponding adjustments to any RSUs that remain based upon securities of the Company).

(c) The determination of the Committee regarding any such adjustment will be final and conclusive and need not be the same for all Eligible Individuals.

**7. Taxes, Fees and Withholding**

(a) The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares received by an Eligible Individual in connection with the RSUs, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith.

(b) Regardless of any action taken by the Company, its Affiliate or Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Eligible Individual acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Eligible Individual’s responsibility and that the Company and/or its Affiliate or Subsidiary (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant and vesting of the RSUs, the receipt of cash or any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Eligible Individual’s liability for Tax-Related Items.

(c) In the event that the Company, Subsidiary or Affiliate is required to withhold any Tax-Related Items as a result of the award, vesting or exercise of the RSUs, or the receipt of cash or any dividends or dividend equivalents, the Eligible Individual shall pay or make adequate arrangements satisfactory to the Company, Subsidiary or Affiliate to satisfy all withholding and payment on account of obligations of the Company, Subsidiary and/or Affiliate. The obligations of the Company under this Agreement shall be conditioned on compliance by the Eligible Individual with this Section 7. In this regard, the Eligible Individual authorizes the Company and/or its Subsidiary or Affiliate to withhold all applicable Tax-Related Items legally payable by the Eligible Individual from his or her wages or other cash compensation paid to the Eligible Individual by the Company and/or its Subsidiary or Affiliate. The Company may, in its sole discretion and pursuant to such provisions as it may specify from time to time, withhold in Shares the amount of Shares necessary to satisfy the minimum withholding amount or arrange for the sale of such number of Shares as is necessary to pay any Tax-Related Items. In connection herewith, the Eligible Individual (i) authorizes, empowers and directs the Company and the Plan Administrator (or such brokerage firm as is contracted to manage the Company’s employee equity award program, the “Broker”) to sell, at the market price and on the Exercise Date or as soon thereafter as is practicable, the number of Shares sufficient to pay the Tax-Related Items, and (ii) agrees to indemnify and hold harmless the Broker and the Company from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys’ fees and court costs, arising out of carrying out such actions. Finally, the Eligible Individual will pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Eligible Individual’s participation in the Plan or the Eligible Individual’s award that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares issuable upon the vesting of the award if the Eligible Individual fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.”

(d) In particular, the Eligible Individual understands and acknowledges that all income to which the Eligible Individual is entitled under this Agreement is pre-tax and the Company or its Subsidiaries or Affiliates has the right to withhold and pay on behalf of the Eligible Individual any individual income tax in connection with such income in accordance with applicable law. In the



event the Company or its Subsidiaries or Affiliates is not required under applicable law to serve as the withholding agent to withhold and pay on behalf of the Eligible Individual such individual income tax, the Eligible Individual shall have sole responsibility to make such payment, in which case the Eligible Individual shall provide, as requested by the Company or its Subsidiaries or Affiliates from time to time, relevant tax receipts to certify full and prompt payment. The Eligible Individual agrees to indemnify the Company and/or its Subsidiaries or Affiliates for any liability which may arise as a result of his or her failure to pay any and all taxes associated with any income derived pursuant to the Awards.

## **8. Other Restrictions**

- (a) The Awards shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is required, then in any such event, the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
- (b) The Eligible Individual acknowledges that the Eligible Individual is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Insider Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, if the Eligible Individual is on the Company's insider list, the Eligible Individual shall be required to obtain pre-clearance from the Company's General Counsel prior to purchasing or selling any of the Company's securities, including any shares issued upon vesting of the RSUs, and may be prohibited from selling such shares other than during an open trading window. The Eligible Individual further acknowledges that, in its discretion, the Company may prohibit the Eligible Individual from selling such shares even during an open trading window if the Company has concerns over the potential for insider trading.

## **9. Nature of Award**

In accepting the Award, the Eligible Individual acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;
- (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been made repeatedly in the past;
- (c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;
- (d) the Eligible Individual's participation in the Plan will not create a right to further employment with the Company, its Affiliate or Subsidiary and shall not interfere with the ability of the Company to terminate the Eligible Individual's employment relationship at any time with or without Cause;

(e) the Eligible Individual is voluntarily participating in the Plan;

(f) the Award is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary or Affiliate, and such Award is outside the scope of the Eligible Individual's employment contract, if any;

(g) the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service Awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, Subsidiary or Affiliate;

(h) in the event that the Eligible Individual is not an employee of the Company, Subsidiary or Affiliate, the Award will not be interpreted to form an employment contract or relationship with the Company; and

(i) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award resulting from Termination of the Eligible Individual's employment by the Company, Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Eligible Individual irrevocably releases the Company, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Eligible Individual will be deemed irrevocably to have waived his or her entitlement to pursue such claim.

**10. No Advice Regarding Grant.**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Eligible Individual's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Eligible Individual is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Eligible Individual's participation in the Plan, receipt of the Award and/or disposition of the Award before taking any action related to the Plan or the Award.

**11. Notices**

Any notices, communications or changes to this Agreement shall be communicated (either directly by the Company or indirectly through any of its Subsidiaries, Affiliates or the Plan Administrator) to the Eligible Individual electronically via email (or otherwise in writing).

**12. Effect of Agreement; Severability**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company. 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. Laws Applicable to Construction; Consent to Jurisdiction**

(a) 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 RSUs are subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

(b) Any and all disputes arising under, as a result of or out of this Agreement, including without limitation any issues involving the construction, enforcement or interpretation of any of the provisions of this Agreement, the Plan or the Plan Prospectus, shall be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**14. Conflicts; Interpretation and Correction of Errors**

(a) In the event of any (i) conflict between the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, or (ii) ambiguity in the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, the Plan shall control.

(b) The Committee shall have the power to interpret the Plan, this Agreement, the Grant Details, any information posted on the system of the Plan Administrator and/or the books and records of the Company, and to adopt such rules for the administration, interpretation and application of the Plan and the Award as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any RSUs have vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Eligible Individual, the Company and all other interested parties. The Committee shall not be personally responsible for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Committee shall, in their absolute discretion, determine when any conditions have been fulfilled.

(c) In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Eligible Individual pursuant to the Plan, the Company, acting through the executive compensation and benefits team, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document.

**15. Data Privacy**

(a) The Eligible Individual understands that the Company, Subsidiary, Affiliate and/or Plan Administrator may hold certain personal information about Eligible Individual, including, but not limited to, the Eligible Individual's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Eligible Individual's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Eligible

Individual hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data as described in this document by and among, as applicable, the Company and its Subsidiaries or Affiliates for the exclusive purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(b) The Eligible Individual understands that Data will be transferred to the Plan Administrator, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Eligible Individual understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than the Eligible Individual's country. The Eligible Individual authorizes the Company, its Subsidiary or Affiliate, the Plan Administrator and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(c) The Eligible Individual understands that he or she 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 the Eligible Individual's local human resources representative. The Eligible Individual understands, however, that refusing or withdrawing his or her consent may affect the Eligible Individual's ability to participate in the Plan. For more information on the consequences of the Eligible Individual's refusal to consent or withdrawal of consent, the Eligible Individual understands that he or she may contact his or her local human resources representative.

**16. Amendment**

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

**17. Choice of Language**

The Eligible Individual has received this Agreement and any other related communications and consents to having received these documents solely in English. If, however, the Eligible Individual receives this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version in any way, the English version will control.

**18. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to the Award and participation in the Plan or future Awards that may be awarded under the Plan by electronic means or to request the Eligible Individual's consent to participate in the Plan by

electronic means. The Eligible Individual hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

By electronically accepting this Agreement and participating in the Plan, the Eligible Individual agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Grant Details and Appendix. If Eligible Individual has not electronically accepted this Agreement on the Plan Administrator's website within six months of the Grant Date, then this Award shall automatically be deemed accepted and Eligible Individual shall be bound by the terms and conditions in the Plan, this Agreement, including the Grant Details and Appendix.

**19. Currency Exchange Risk**

The Eligible Individual agrees and acknowledges that that Eligible Individual shall bear any and all risks associated with the exchange or fluctuation of currency associated with the Award, including without limitation the settlement of the Award and/or sale of the Shares (the "Currency Risk"). Eligible Individual waives and releases the Company, its Subsidiaries and Affiliates and the Plan Administrator from any potential claims arising out of the Currency Risk. Eligible Individual acknowledges and agrees that Eligible Individual shall with any and all exchange control requirements applicable to the Award and the sale of the Shares and any resulting funds including, without limitation, reporting or repatriation requirements.

**20. Appendix**

Notwithstanding any provisions in this Agreement to the contrary, the RSUs shall be subject to any special terms and conditions set forth in the Appendix to the Agreement. Moreover, if Eligible Individual relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Eligible Individual to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Eligible Individual's relocation). The Appendix constitutes a part of this Agreement and is incorporated by reference as fully as though set forth herein.

**21. No Public Offer**

The grant of RSUs is not intended to be a public offering of securities in the Eligible Individual's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of RSUs is not subject to the supervision of the local securities authorities.

**22. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Eligible Individual's participation in the Plan, on the Award of RSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with

local law or facilitate the administration of the Plan, and to require the Eligible Individual to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**APPENDIX  
ADDITIONAL TERMS AND CONDITIONS OF THE TRIPADVISOR, INC.  
RSU AGREEMENT  
(INTERNATIONAL)**

**Terms and Conditions**

This Appendix includes special terms and conditions applicable to Eligible Individuals residing in one of the countries listed below. These terms and conditions are in addition to or, if so indicated, in place of, the terms and conditions set forth in the Agreement. Unless otherwise provided below, capitalized terms used but not defined herein shall have the meaning assigned to them in the Plan and/or the Agreement.

**Notifications**

This Appendix also includes country-specific information of which Eligible Individual should be aware with respect to his or her 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 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Eligible Individual does not rely on the information noted herein as the only source of information relating to the consequences of Eligible Individual's participation in the Plan because the information may be out of date at the time that Eligible Individual vests in Share Awards or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Eligible Individual's particular situation, and the Company is not in a position to assure Eligible Individual of any particular result. Accordingly, Eligible Individual is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, please note that if Eligible Individual is a citizen or resident of a country other than the country in which he or she is currently working, or transfers employment after grant, the information contained in this Appendix may not be applicable to Eligible Individual.

**European Union ("EU")/ European Economic Area ("EEA") Data Privacy**

The following replaces Section 15 of the Agreement:

In order to offer participation in the Plan, it is necessary for the Company to collect and process certain information about Eligible Individual. Further detail about this is set out below.

Eligible Individual's participation in the Plan is voluntary. Eligible Individual may withdraw from the Plan at any time. Withdrawal from the Plan will not affect Eligible Individual's salary as an employee or his or her employment; Eligible Individual would merely forfeit the opportunities and benefits associated with the Plan.

If Eligible Individual withdraws from the Plan, the Company will cease to use Eligible Individual's information for the purpose of the Plan (subject to the data retention requirements set out below).

**Data Collection and Usage.** The Company collects personal information about Eligible Individual for purposes of administration of the Plan, including: name, home address, telephone number and email address, date of birth, social insurance number, passport or other identification number, salary, citizenship, nationality, job title, any equity, shares of stock or directorships held in the Company and its Affiliates, details of all RSUs or any other entitlement to equity granted, canceled, vested, unvested or outstanding in Eligible Individual's favor, which the Company receives from Eligible Individual or the Employer ("Eligible Individual Data").

The Company will process and use Eligible Individual Data for the purposes of allocating stock and implementing, administering and managing the Plan. The Company's legal basis for the processing of Eligible Individual's Data is based on contractual necessity for the performance of the Plan.

**Stock Plan Administration Service Providers.** The Company currently uses Fidelity and its affiliated companies ("Fidelity") as its service provider for the Plan. The Company shares your Eligible Individual Data with Fidelity for the purposes of implementing, administering and managing the Plan. Fidelity is based in the United States. In the future, the Company may select a different service provider and share Eligible Individual Data with another company that serves in a similar manner. The Company's service provider(s) will open an account for Eligible Individual to receive and trade stock. Eligible Individual may be asked to agree to separate terms and data processing practices with the service provider(s), which is a condition to his or her participation in the Plan.

**International Data Transfers.** The Company and its service provider(s), including Fidelity, are based in the United States, which means that it will be necessary for Eligible Individual Data to be transferred to, and processed in, the US. Eligible Individual should note that his or her country may have enacted data privacy laws that are different from the United States and which may offer different levels of protection. The legal basis for the transfer of Eligible Individual Data is based on contractual necessity for the performance of the Plan.

**Data Retention.** The Company will use Eligible Individual Data only as long as is necessary to implement, administer and manage his or her participation in the Plan or as may be required by the Company in order to comply with legal or regulatory obligations, including under tax and securities laws (which will generally be no more than 7 years after the Eligible Individual ceases participating in the Plan).

**Data Subject Rights.** Eligible Individual has a number of rights under data privacy laws in his or her country. Depending on where Eligible Individual is based, his or her rights may include: (a) the right of access to the Eligible Individual's personal data held by the Company, (b) the right of rectification of incorrect data, (c) the right to erasure of data, (d) the right to restriction of processing, and (e) the right to data portability.

If you have any questions about any aspect of the Plan or these terms, please contact [privacy@tripadvisor.com](mailto:privacy@tripadvisor.com).

## **Argentina**

**Exchange Control Notice.** Argentine currency exchange restrictions and reporting requirements may apply to the RSUs and any Shares acquired under the Plan; the relevant laws



and regulations are subject to frequent change. Eligible Individual should consult his or her personal legal advisor to ensure compliance with the applicable requirements.

**Foreign Asset/Account Reporting Notice.** If Eligible Individual holds Shares as of December 31 of any year, he or she is required to report the holding of the Shares on his or her personal tax return for the relevant year.

### **Australia**

Notwithstanding any other provision of this Agreement, (a) the RSUs may not be settled in cash; and (b) the vesting of RSUs may be accelerated by the Plan Administrator only upon the death or total permanent disablement of Eligible Individual, and to the extent permitted by applicable law.

An Eligible Individual will cease to be an Eligible Individual for the purposes of the Plan and this Agreement if he or she is no longer an “Eligible Individual” as defined in the Plan, or Eligible Individual is no longer employed by any of the following: (a) Eligible Individual’s employer in the employment in respect of which Eligible Individual acquired the RSUs; (b) a holding company (within the meaning of the *Corporations Act 2001* (Cth)) of Eligible Individual’s employer in the employment in respect of which Eligible Individual acquired the RSUs; (c) a subsidiary (within the meaning of the *Income Tax Assessment Act 1997* (Cth)) of Eligible Individual’s employer in the employment in respect of which Eligible Individual acquired the RSUs; or (d) a subsidiary (within the meaning of the *Income Tax Assessment Act 1997* (Cth)) of a holding company (within the meaning of the *Corporations Act 2001* (Cth)) of Eligible Individual’s employer in the employment in respect of which Eligible Individual acquired the RSUs.

### **Austria**

There are no country-specific provisions.

### **Belgium**

The Eligible Individual is required to report any securities (*e.g.*, Shares) or bank accounts opened and maintained outside Belgium on his or her annual tax return.

### **Brazil**

**Nature of Grant.** In accepting the grant of the RSUs, Eligible Individual agrees that he or she is making an investment decision, the Shares will be issued to Eligible Individual only if the vesting conditions are met and any necessary services are rendered by Eligible Individual over the vesting period, and the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to Eligible Individual.

**Compliance with the Law.** In accepting the grant of the RSUs, the Eligible Individual acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable tax associated with the RSUs, the sale of the Shares acquired under the Plan and the receipt of any cash dividends paid on such Shares.

**Labor Law Acknowledgment.** The Eligible Individual agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Plan are the result of commercial transactions unrelated to the Eligible Individual's employment; (ii) the Agreement and the Plan are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the RSUs, if any, is not part of the Employee's remuneration from employment.

**Exchange Control Information.** If Eligible Individual is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include Shares.

#### **Canada**

**Settlement of RSUs.** Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the RSUs does not provide any right for Eligible Individual to receive a cash payment and the Awards will be settled in Shares only.

**Taxes, Fees and Withholding.** This provision supplements Section 7 of the Agreement. Any share withholding by the Company is subject to the consent of the Eligible Individual at the time of vesting.

**Authorization to Release and Transfer Necessary Personal Information.** This provision supplements Section 15 of the Agreement: Eligible Individual hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Eligible Individual further authorizes the Company and its Affiliates and the Committee, which administers the Plan, to disclose and discuss the Plan with their advisors. Eligible Individual further authorizes the Company and any Affiliate to record such information and to keep such information in Eligible Individual's employee file.

#### **Chile**

**Labor Law Acknowledgement.** The RSUs and the Shares underlying the RSUs, and the income and value of same, shall not be considered as part of your remuneration for purposes of determining the calculation base of future indemnities, whether statutory or contractual, for years of service (severance) or in lieu of prior notice, pursuant to Article 172 of the Chilean Labor Code. **Securities Law Information.** This grant of Restricted Stock constitutes a private offering of securities in Chile effective as of the Grant Date. This offer of Restricted Stock is made subject to general ruling n° 336 of the Chilean Superintendence of Securities and Insurance ("SVS"). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the SVS, and, therefore, such securities are not subject to oversight of the SVS. Given that the RSUs are not registered in Chile, TripAdvisor is not required to provide public information about the RSUs or the Shares in Chile. Unless the RSUs and/or the Shares are registered with the SVS, a public offering of such securities cannot be made in Chile.

**Exchange Control Information.** You are not required to repatriate any funds you receive with respect to the RSUs (e.g., any proceeds from the sale of any Shares issued upon vesting of the

RSUs) to Chile. However, if you decide to repatriate such funds, you acknowledge that you will be required to effect such repatriation through the Formal Exchange Market (i.e., a commercial bank or registered foreign exchange office) if the amount of the funds repatriated exceeds US\$10,000. Further, if the value of your aggregate investments held outside Chile exceeds US\$5,000,000 (including Shares and any other cash proceeds acquired under the Plan) at any time in a calendar year, you must report the status of such investments to the Central Bank of Chile. You will also be required to provide certain information to the Chilean Internal Revenue Service (“CIRS”) regarding the results of investments held abroad and the taxes you have paid abroad (if you will be seeking a credit against Chilean income tax owed). This information must be submitted on certain electronic sworn statements before March 19 or June 30 of each year, depending on the assets or taxes being reported. The statements may be found at the CIRS website at [www.sii.cl](http://www.sii.cl). You may be ineligible to receive certain foreign tax credits if you fail to meet the applicable reporting requirements. Exchange control and tax reporting requirements in Chile are subject to change, and you should consult with your personal legal and tax advisor regarding any reporting obligations that you may have in connection with the Restricted Stock.

## **China**

**Foreign Exchange Control Laws.** The following provisions shall govern the Eligible Individual’s participation in the Program if the Eligible Individual is a national of the People’s Republic of China (“China”) resident in mainland China, or if determined to be necessary or appropriate by the Company in its sole discretion:

The Eligible Individual agrees to hold the Shares received upon settlement of the RSUs with the Company’s designated broker. Upon a Termination, the Eligible Individual shall be required to sell all Shares issued pursuant to the RSUs within 90 days (or such shorter period as may be required by the State Administration of Foreign Exchange) of the Termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on behalf of the Eligible Individual), and the Eligible Individual hereby agrees to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China.

The Eligible Individual understands and agrees that the repatriation of sales proceeds may need to be effected through a special exchange control account established by the Company or its Subsidiaries, and the Eligible Individual hereby consents and agrees that sales proceeds from the sale of Shares acquired under the Program may be transferred to such account by the Company on the Eligible Individual’s behalf prior to being delivered to the Eligible Individual. The sales proceeds may be paid to the Eligible Individual in U.S. dollars or local currency at the Company’s discretion. If the sales proceeds are paid to the Eligible Individual in U.S. dollars, the Eligible Individual understands that the Eligible Individual will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the sales proceeds are paid to the Eligible Individual in local currency, the Eligible Individual acknowledges that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and proceeds to local currency due to exchange control restrictions. The Eligible Individual agrees to bear any currency fluctuation risk

between the time the Shares are sold and the net proceeds are converted into local currency and distributed to the Eligible Individual. The Eligible Individual further agrees to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future in order to facilitate compliance with exchange control requirements in China. The Eligible Individual agrees to be subject to these restrictions even after Termination.

Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses the Eligible Individual may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Program, the Agreement and the Units in accordance with Chinese law including, without limitation, any applicable State Administration of Foreign Exchange rules, regulations and requirements.

### **Columbia**

**Nature of Grant.** This provision supplements the Agreement: Eligible Individual acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of "salary" for any legal purpose.

**Exchange Control Notice.** Prior approval from a government authority is not required to purchase and hold foreign securities or to receive an equity award. However, if the value of foreign investments, including the value of any equity awards, equals or exceeds US \$500,000 (as of December 31 of the applicable year), such investments must be registered with the Central Bank (*Banco de la República*). When the foreign investment is liquidated, the proceeds do not have to be repatriated to Colombia. However, if the investment was registered with the Central Bank, Eligible Individual must cancel the registration no later than March 31 of the year following the year of the liquidation or Eligible Individual will be subject to fines.

**Foreign Asset / Account Reporting Notice:** Eligible Individual must file an annual informative return with the Colombian Tax Office detailing any assets held abroad. If the individual value of any of these assets exceeds a certain threshold, Eligible Individual must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

### **Denmark**

**Employer Statement:** Eligible Individual acknowledges that he or she has received the Employer Statement below which sets forth additional terms of the RSUs as required by the Danish Stock Option Act, to the extent that the Danish Stock Option Act applies to the RSUs.

**Foreign Asset / Account Reporting Notice:** Danish residents must submit certain forms to the Danish tax authorities: Erklæring V must be completed in connection with the deposit of any securities (including Shares acquired under the Plan) into a bank or brokerage account outside of Denmark and Erklæring K must be completed to report the existence of any account outside of Denmark in which Shares or cash will be held. These forms are available at the website of the Danish Tax Authorities.

SPECIAL NOTICE FOR EMPLOYEES IN DENMARK

## EMPLOYER STATEMENT

Pursuant to Section 3(1) of the Act on Stock Options in employment relations (the “Stock Option Act”), you are entitled to receive the following information regarding the restricted stock units granted to you by TripAdvisor, Inc. (the “Company”) under the TripAdvisor, Inc. 2018 Stock and Annual Incentive Plan (the “Plan”) in a written statement.

This statement contains information applicable to your participation in the Plan, as required under the Stock Option Act, while the other terms and conditions of your restricted stock units (“RSUs”) are described in detail in the Plan and the Restricted Stock Unit Agreement (the “Agreement”), both of which have been made available to you. Capitalized terms used but not defined herein shall have the same meanings given to them in the Plan or the Agreement, as applicable.

Section 1 of the Stock Option Act provides that the Stock Option Act only applies to employees. Employees are defined in section 2 of the Stock Option Act as persons who receive remuneration for their personal services in an employment relationship. Persons, including managers, who are not regarded as employees under the Stock Option Act, will not be subject to the Stock Option Act. If you are not an employee within the meaning of the Stock Option Act, the Company therefore has no obligation to issue an employer information statement to you and you will not be able to rely on this statement for legal purposes, since only the terms and conditions set out in the Plan apply.

1. Date of grant

The date of grant of your RSUs is the date that the Board or Committee that approved a grant for you determined it would be effective, which is set forth in the Notice.

2. Terms or conditions for RSU grant

The grant of RSUs under the Plan is made at the sole discretion of the Company. Employees, Non-Employee Directors and Consultants of the Company and its Affiliates, are eligible to receive grants under the Plan. The Board has broad discretion to determine who will receive RSUs and to set the terms and conditions of the RSUs. The Company may decide, in its sole discretion, not to make any grants of RSUs to you in the future. Under the terms of the Plan and the Agreement, you have no entitlement or claim to receive future grants of RSUs.

3. Vesting date or period

The RSUs will vest over a period of time (as set forth in the Agreement), subject to your continued employment through the applicable vesting date and other conditions set forth in the Plan and Agreement, and subject to Section 5 of this statement.

4. Exercise Price

No exercise price is payable upon the conversion of your RSUs into Shares in accordance with the vesting and settlement schedule described in the Agreement.

5. Your rights upon termination of employment

The treatment of your RSUs upon termination of employment will be determined pursuant to the terms contained in the Plan and the Agreement, notwithstanding that the terms provided for

in Sections 4 and 5 of the Stock Option Act which may be more favorable. You agree to forfeit any different treatment provided for under Sections 4 and 5 of the Stock Option Act.

6. Financial aspects of participating in the Plan

The grant of RSUs has no immediate financial consequences for you. The value of the RSUs is not taken into account when calculating holiday allowances, pension contributions or other statutory consideration calculated on the basis of salary.

Shares of stock are financial instruments and investing in stock will always have financial risk. The future value of Company shares is unknown and cannot be predicted with certainty.

**European Union Countries**

**Securities Law Notice.** This offer is being made to Eligible Individuals as part of an employee incentive program in order to provide an additional incentive and to encourage employee share ownership and to increase employee's interest in the success of the Company. The shares which are the subject of these rights are existing shares of Common Stock of the Company. More information in relation to the Company, including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>. The obligation to publish a prospectus does not apply under Article 1(4)(i) of the EU Prospectus Regulation.

**Finland**

There are no country-specific provisions.

**Germany**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In case of payments in connection with the sale of Shares acquired under the Plan or the receipt of any cash dividends, the report must be filed electronically by the 5th day of the month following the month in which the payment was received. The form of report ("*Allgemeine Meldeportal Statistik*") can be accessed via the Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)) and is available in both German and English.

**Hong Kong**

**Securities Law Notice.** The Award and Shares issued upon vesting (if any) do not constitute a public offering of securities under Hong Kong law and are available only to Eligible Individuals of the Company, its Affiliates and Subsidiaries. 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. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Award is intended only for the personal use of each Eligible Individual of the Company, its Affiliates or its Subsidiaries and may not be distributed to any other person. If Eligible Individual is in any doubt about any of the contents of

the Agreement, including this Appendix, or the Plan, Eligible Individual should obtain independent professional advice.

**Vesting of Stock Awards and Sale of Shares.** In the event the Eligible Individual's Awards vest and Shares are issued to the Eligible Individual within six months of the date of grant, the Eligible Individual agrees that he or she will not dispose of any of such Shares prior to the six-month anniversary of the date of grant.

**Nature of the Plan.** The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Scheme Ordinance ("ORSO"). To the extent that any court, tribunal or legal/regulatory body in Hong Kong determines that the Plan constitutes an occupational retirement scheme for the purpose of ORSO, the grant of RSUs shall be null and void.

### **Iceland**

This offer is being made to employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of TripAdvisor, Inc., its Subsidiaries and Affiliates. The company offering these rights is TripAdvisor, Inc. The shares which are the subject of these rights are existing shares of Common Stock of TripAdvisor, Inc. More information in relation to TripAdvisor, Inc., including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>.

### **India**

**Tax Information.** The amount subject to tax at vesting may be dependent upon a valuation of Shares from a Merchant Banker in India. The Company has no responsibility or obligation to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

**Exchange Control Obligations.** Eligible Individual understands that he or she must repatriate any proceeds from the sale of Shares acquired under the Plan and any dividends received in relation to the Shares to India in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Subsidiaries shall be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

### **Ireland**

**Director Notification Obligation.** Directors, shadow directors and secretaries of the Company's Irish Affiliates are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish Affiliates in writing of their interest in the Company (*e.g.*, RSUs, Shares, etc.) and the number and class of shares or rights to which the interest relates within five days of the acquisition or disposal of shares or within five days of becoming aware of the event giving rise to the notification. This disclosure requirement also applies to any rights or shares acquired by the director's spouse or children (under the age of 18).

**Italy.**

**Data Privacy.** This provision replaces in its entirety the “Data Privacy” section of the Award Agreement:

***Data Privacy.*** *The Eligible Individual understands that the Employer and/or the Company may hold certain personal information about the Eligible Individual, including, but not limited to, the Eligible Individual’s name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Shares held and the details of any RSUs or any other entitlement to Stock awarded, cancelled, exercised, vested, unvested or outstanding (the “Data”) for the purpose of implementing, administering and managing the Eligible Individual’s participation in the Plan. The Eligible Individual is aware that providing the Company with the Eligible Individual’s Data is necessary for the performance of the Award Agreement and that the Eligible Individual’s refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Eligible Individual’s ability to participate in the Plan.*

*The Controller of personal Data processing is TripAdvisor, Inc., 400 1st Avenue, Needham, MA 02494, U.S.A., and, pursuant to D.lgs 196/2003, its representative in Italy is TripAdvisor Italy, S.r.l., with its registered offices at Corso Garibaldi, n 86 6th Floor, 20121 Milan MI Italy. The Eligible Individual understands that Data may be transferred to the Company or its Affiliates, or to any third parties assisting with the implementation, administration and management of the Plan, including any transfer required to Fidelity Stock Plan Services, LLC or such other stock plan service provider as may be selected by the Company, or any other third party with whom cash from the sale of Shares acquired under the Plan may be deposited. Furthermore, the recipients that may receive, possess, use, retain and transfer such Data for the above mentioned purposes may be located in Italy or elsewhere, including outside of the European Union, and the recipients’ country (e.g., the United States) may have different data privacy laws and protections from the Eligible Individual’s country. The processing activity, including the transfer of the Eligible Individual’s Data abroad, outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require the Eligible Individual’s consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. The Eligible Individual understands that Data processing relating to the purposes above specified shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to D.lgs. 196/2003.*

*The Eligible Individual understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the Eligible Individual’s participation in the Plan. The Eligible Individual understands that pursuant to art.7 of D.lgs 196/2003, the Eligible Individual has the right, including but not limited to, access, delete, update, request the rectification of the Eligible Individual’s Data and cease, for legitimate reasons, Data processing.*



*Furthermore, the Eligible Individual is aware that the Eligible Individual's Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Eligible Individuals local human representative.*

**Grant Terms Acknowledgment.** By accepting the RSUs, the Eligible Individual acknowledges that the Eligible Individual has received a copy of the Plan and the Award Agreement, including this Appendix, in their entirety and fully understands and accepts all the provisions of the Plan and the Award Agreement. The Eligible Individual further acknowledges having read and specifically approves the following sections of the Award Agreement: Vesting, Issuance of Stock, Termination of Employment, Tax Withholding, Nature of Grant, Governing Law and Venue and Imposition of Other Requirements, and the Data Privacy section in this Appendix.

**Foreign Asset/Account Reporting Information.** If the Eligible Individual holds investments abroad or foreign financial assets (e.g., cash, Shares, RSUs) that may generate income taxable in Italy, The Eligible Individual is required to report them on his or her annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply to the Eligible Individual if the Eligible Individual is a beneficial owner of the investments, even if the Eligible Individual does not directly hold investments abroad or foreign assets.

**Foreign Asset Tax.** The value of the financial assets held outside of Italy by individuals resident of Italy is subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets (e.g., Shares) assessed at the end of the calendar year.

## **Japan**

**Foreign Asset/Account Reporting Information.** The Eligible Individual will be required to report details of any assets held outside of Japan as of December 31 (including Shares acquired under the Plan), to the extent such assets have a total net fair market value exceeding ¥50 million. Such report will be due by March 15 each year. The Eligible Individual should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Eligible Individual and whether the Eligible Individual will be required to report details of his or her outstanding RSUs, as well as Shares, in the report.

## **Republic of Korea**

**Securities Law Notice.** If an Eligible Individual is employed in the Republic of Korea then, notwithstanding anything set forth in the Plan documents, your RSUs are granted by the Company, not your employer.

**Foreign Asset/Account Reporting Notice.** Eligible Individual must declare all of his or her foreign financial accounts (i.e., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authorities and file a report with respect to such accounts if the value of such accounts

exceeds KRW 1 billion (or an equivalent amount in foreign currency) on any month-end date during the year.

## **Mexico**

**Labor Law Policy and Acknowledgment.** By accepting the RSUs, Eligible Individual expressly recognizes that TripAdvisor, Inc., with registered offices at 400 1<sup>st</sup> Avenue, Needham, MA 02494 U.S.A., is solely responsible for the administration of the Plan and that Eligible Individual's participation in the Plan and acquisition of Shares do not constitute an employment relationship between Eligible Individual and the Company since Eligible Individual is participating in the Plan on a wholly commercial basis and Eligible Individual's sole Employer is [TripAdvisor Mexico entity or employer] ("TripAdvisor -Mexico"). Based on the foregoing, Eligible Individual expressly recognizes that the Plan and the benefits that Eligible Individual may derive from his or her participation in the Plan do not establish any rights between Eligible Individual and TripAdvisor-Mexico, and do not form part of the employment conditions and/or benefits provided by TripAdvisor-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Eligible Individual's employment.

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

Finally, Eligible Individual hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and Eligible Individual therefore grants a full and broad release to the Company, its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

**Plan Document Acknowledgment.** By accepting the RSUs, Eligible Individual acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement. In addition, by accepting the RSUs, Eligible Individual acknowledges that he or she has read and specifically and expressly approves the terms and conditions of the Agreement ("Nature of Award"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company, the Employer nor any Affiliate is responsible for any decrease in the value of the Shares underlying the RSUs.

## **Netherlands**

There are no country-specific provisions.

## Norway

**Securities Law Notice.** This offer is being made to Eligible Individuals as part of an employee incentive program in order to provide an additional incentive and to encourage employee share ownership and to increase employee's interest in the success of the Company. The shares which are the subject of these rights are existing shares of Common Stock of the Company. More information in relation to the Company, including the share price can be found at the following web address: <http://ir.tripadvisor.com/investor-relations>. The obligation to publish a prospectus does not apply under Article 7-1 and Article 7-6 of the Norwegian Securities Trading Act (which implement Article 1(4)(i) of the EU Prospectus Regulation).

## Portugal

**Language Consent.** The Eligible Individual hereby express 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.

**Consentimento linguístico.** **Pela presente, O indivíduo elegível por este meio expressa declara que ele ou ela tem pleno conhecimento da língua inglesa e tem lido, compreendido e plenamente aceito e acordado com os termos e condições estabelecidos no plano e no acordo.**

**Exchange Control Notification.** If the Eligible Individual holds Shares issued upon settlement of the RSUs, the acquisition of Shares would 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 Eligible Individual's behalf. If the Shares are not deposited with a commercial bank or financial intermediary in Portugal, the Eligible Individual is responsible for submitting the report to the Banco de Portugal.

## Singapore

**Securities Law Notice.** The grant of this Award is made in reliance on section 273(1)(f) of the Securities and Futures Act (Cap. 289) ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.

**Director Notification Obligation.** If Eligible Individual is a director, associate director or shadow director (i.e., a non-director who has sufficient control so that the directors act in accordance with the directions and instructions of this individual) of the Company's local entity in Singapore, he or she is subject to notification requirements under the Singapore Companies Act. Some of these notification requirements will be triggered by Eligible Individual's participation in the Plan. Specifically, Eligible Individual is required to notify the local Singapore company when he or she acquires or disposes an interest in the Company, including when Eligible Individual receives Shares upon vesting of this Award and when Eligible Individual sells these Shares. The notification must be in writing and must be made within two days of acquiring or disposing of any interest in the Company (or within two days of initially becoming a director, associate director or shadow director of the Company's local entity in Singapore). If Eligible Individual is unclear as to whether he or she is a director, associate director or shadow director of the Company's local

entity in Singapore or the form of the notification, he or she should consult with his or her personal legal advisor.

## **Spain**

**Nature of Grant.** This provision supplements the “Nature of Award” section of the Award Agreement:

In accepting the RSUs, the Eligible Individual consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

Further, the Eligible Individual understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant RSUs under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any Award will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis. Consequently, the Eligible Individual understands that the Award is granted on the assumption and condition that the RSUs or the Shares acquired upon settlement shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Eligible Individual understands that this Award would not be made to the Eligible Individual but for the assumptions and conditions referred to above; thus, the Eligible Individual 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 Award shall be null and void.

The Eligible Individual also understands and agrees that, as a condition of the grant and vesting of the RSUs, the termination of the Eligible Individual’s employment for any reason (including the reasons listed below), the RSUs will cease vesting immediately, effective on the date of the Eligible Individual’s termination of employment. This will be the case, for example, even in the event of a termination of the Eligible Individual’s employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, 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, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985. The Eligible Individual acknowledges that he or she has read and specifically accepts the conditions referred to in the “Termination of Employment” and “Nature of Award” sections of the Award Agreement. “Cause” shall be as defined in the Agreement, regardless of whether the termination is considered a fair termination (i.e. despido procedente”) under Spanish legislation.

**Securities Law Information.** The grant of the RSUs and the Shares issued pursuant to the vesting of the RSUs are considered a private placement outside of the scope of Spanish laws on public offerings and issuances of securities.

**Exchange Control Information.** To participate in the Plan, the Eligible Individual must comply with exchange control regulations in Spain. The acquisition of Shares upon vesting of the RSUs and the sale of Shares must be declared on Form D-6, for statistical purposes, to the *Dirección General de Comercio e Inversiones* (the “DGCI”) of the Ministry of Industry, Tourism and Commerce. Generally, the D-6 form must be filed each January while the shares are owned or to report the sale of Shares.

Whenever receiving foreign currency payments derived from the ownership of Stock (*i.e.*, cash dividends or sale proceeds) exceeding €50,000, the Eligible Individual must inform the financial institution receiving the payment of the basis upon which such payment is made. The Eligible Individual will need to provide the institution with the following information: (i) the Eligible Individual’s name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment; (iv) the currency used; (v) the country of origin; (vi) the reasons for the payment; and (vii) any further information that may be required.

**Foreign Asset/Account Reporting Information.** To the extent that the Eligible Individual holds rights or assets (*e.g.*, Shares or cash held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, Shares, cash, etc.) as of December 31 each year, the Eligible Individual will be required to report information on such rights and assets on his or her tax return for such year. After such rights and assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31 following the end of the relevant year. It is the Eligible Individual’s responsibility to comply with these reporting obligations, and the Eligible Individual should consult with his or her personal tax and legal advisors in this regard.

In addition, the Eligible Individual is required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceeds €1,000,000.

### **Sweden**

There are no country-specific provisions.

### **Switzerland**

**Securities Law Information.** The Award is considered a private offering in Switzerland and is therefore not subject to registration. Neither this document nor any other materials relating to the RSUs (a) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (b) may be publicly distributed or otherwise made publicly available

in Switzerland, or (c) has been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

### **United Arab Emirates**

**Securities Law Notice.** The Plan is only being offered to qualified employees and is in the nature of providing equity incentives to employees of the Company's Subsidiary in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Eligible Individual should conduct his or her own due diligence on the RSUs offered pursuant to this Agreement. If Eligible Individual does not understand the contents of the Plan and/or the Agreement, he or she should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Further, the Ministry of the Economy and the Dubai Department of Economic Development have not 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**

**Settlement of Stock Awards.** Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the Award does not provide any right for Eligible Individual to receive a cash payment and the Awards will be settled in Shares only.

**Tax and National Insurance Contributions Acknowledgment.** The following provision supplements Section 7 of the Agreement:

Eligible Individual agrees that if Eligible Individual does not pay or the Employer or the Company does not withhold from Eligible Individual the full amount of Tax-Related Items that Eligible Individual owes in connection with the vesting of the Stock Award and/or the acquisition of Shares pursuant to the vesting of the Stock Award, or the release or assignment of the Stock Award for consideration, or the receipt of any other benefit in connection with the Award (the "*Taxable Event*") within ninety (90) days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by Eligible Individual to the Employer, effective ninety (90) days after the Taxable Event. Eligible Individual agrees that the loan will bear interest at the official rate of HM Revenue and Customs ("*HMRC*") and will be immediately due and repayable by Eligible Individual, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to Eligible Individual by the Employer, by withholding in Shares issued upon vesting of the Award or from the cash proceeds from the sale of such Shares or by demanding cash or a cheque from Eligible Individual. Eligible Individual also authorizes the Company to withhold the transfer of any Shares unless and until the loan is repaid in full.

Notwithstanding the foregoing, if Eligible Individual is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that Eligible Individual is an officer or executive director and Tax-Related Items are not collected from or paid by Eligible Individual within ninety (90) days of the Taxable Event, the amount of any uncollected Tax-

Related Items may constitute a benefit to Eligible Individual on which additional income tax and National Insurance contributions may be payable. Eligible Individual will be responsible for reporting any income tax and National Insurance contributions due on this additional benefit directly to HMRC under the self-assessment regime.

**TRIPADVISOR, INC. RESTRICTED STOCK UNIT AGREEMENT  
(French)**

THIS RESTRICTED STOCK UNIT AGREEMENT (this “Agreement”), dated as of the Grant Date (as defined herein), between TripAdvisor, Inc., a U.S. Delaware corporation (the “Company”), and the employee, director or consultant of the Company or one of its Subsidiaries or Affiliates designated on the Grant Details (as defined below) (the “Eligible Individual”), describes the terms of an award of restricted stock units qualified for favorable income tax and social security treatment in France as set out in Article 135 of the Macron Law (“Qualified RSUs”) to the Eligible Individual by the Company (the “Award”).

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the 2018 Stock and Annual Incentive Plan or any subsequent plan adopted by the Company (in either case, the “Plan”) or the French Schedule attached hereto.

**1. Award and Vesting of Qualified RSUs**

(a) Subject to the terms and conditions of this Agreement, the Plan and the Grant Details, the Company hereby grants Qualified RSUs to the Eligible Individual. Reference is made to the “Grant Details” that can be found on the equity plan website of the current professional selected by the Company to administer the Plan (the “Plan Administrator”), currently located at [www.netbenefits.fidelity.com](http://www.netbenefits.fidelity.com) (or any successor equity administration system selected by the Company to manage the Plan from time to time). The Grant Details, which set forth the number of Qualified RSUs granted to the Eligible Individual by the Company, the Grant Date and the vesting schedule of the Qualified RSUs (among other information), are hereby incorporated by reference into, and shall be read as part and parcel of, this Agreement.

(b) Subject to the terms and conditions of this Agreement, the Grant Details and the Plan, the Qualified RSUs shall vest and no longer subject to any restriction (such period during which restrictions apply referred to as the “RSU Restriction Period”) on the dates detailed in the Grant Details.

**2. Settlement of Qualified RSUs**

As soon as practicable after any Qualified RSUs have vested and are no longer subject to any restrictions (but in no event later than sixty (60) days thereafter), the Company may, in its sole discretion settle the Qualified RSUs in cash or Shares by arranging for the transfer or issue to, or to the order of, the Eligible Individual, of the number of Shares in respect of which the Qualified RSUs have Vested. The Shares issued or transferred shall be recorded in the name of the Eligible Individual in an account controlled by the Company or Broker, or in such other manner as the Company or the empowered corporate body may otherwise determine, to ensure compliance with applicable restrictions provided under French law. Notwithstanding the foregoing, the Company shall be entitled to hold the Shares issuable upon settlement of Qualified RSUs that have vested until the Company or Plan Administrator has received from the Eligible Individual a duly executed Form W-9 or Form W-8, as applicable, as well as such other documents as may be legally required.



### 3. Termination of Employment

(a) In the event a Termination of Employment of the Eligible Individual occurs during the RSU Restriction Period for any reason (whether or not in breach of local labor laws), except as otherwise provided in the Plan or any written employment agreement between the Company and the Eligible Individual (an "Employment Arrangement"), the Eligible Individual's right to receive the RSUs under the Plan, if any, will terminate effective as of the date of the Termination of Employment and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law); furthermore, in the event of a Termination of Employment (whether or not in breach of local labor laws), the Eligible Individual's right to receive the RSUs after such Termination of Employment, if any, will be measured to the date of the Termination of Employment and will not be extended by any notice period mandated under local law, unless otherwise provided in the Plan or an Employment Arrangement. The Eligible Individual shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Eligible Individual for the loss of any rights under this Agreement or the Plan.

(b) Notwithstanding the provisions of Section 1 above, in the event the Eligible Individual incurs a Termination of Employment by the Company for Cause, or the Eligible Individual voluntarily incurs a Termination of Employment within two years after any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Eligible Individual's RSUs (whether or not vested) shall be forfeited and cancelled in their entirety upon such Termination of Employment without any consideration being paid therefor and otherwise without any further action of the Company whatsoever. In such event, the Company may cause the Eligible Individual, immediately upon notice from the Company, to either (i) return the Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause or (ii) pay to the Company an amount equal to the aggregate amount, if any, that the Eligible Individual had previously realized in respect of any and all Shares issued upon settlement of RSUs that vested during the two-year period after the events or circumstances giving rise to or constituting grounds for such Termination of Employment for Cause (*i.e.*, the value of the RSUs upon vesting), in each case including any dividend equivalents or other distributions received in respect of any such RSUs.

(c) Notwithstanding anything herein to the contrary, the Eligible Individual and Company acknowledge and agree that in the event of any conflict or inconsistency between the terms of any employment arrangement and the Plan, whichever term is more beneficial to the Eligible Individual between the Plan and the employment arrangement shall prevail. In no event shall Eligible Individual be entitled to the same type of benefits under both the Plan and any employment arrangement for the same event or qualifying termination.

(d) For purpose of this Agreement, employment with the Company shall include employment with the Company's Subsidiaries or Affiliates. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment, whether there existed Cause or whether there occurred a Change in Control.

#### 4. French Qualified RSUs

(a) The following additional terms and conditions are also applicable to Awards of Qualified RSUs granted pursuant to this Agreement and the French Schedule attached hereto.

(b) For purposes of this Agreement, Eligible Individuals are officers or employees of the Company or a company in which the Company owns directly or indirectly at least 10% of the equity or voting rights, who are located in France. Eligible Individuals are selected by their employer and approved by the Company or the empowered corporate body. No Qualified RSU Unit can be granted to an Eligible Individual who:

- (i) holds directly or indirectly, more than ten percent (10%) of the outstanding Shares of the Company; or
- (ii) would, as a result of a grant of a Qualified RSU, hold more than ten percent (10%) of the outstanding Shares of the Company.

Any Eligible Individual who, on the Grant Date of a Qualified RSU, and to the extent required under French law, is employed under the terms and conditions of an employment contract (“*contrat de travail*”) by a French entity or who is a corporate officer of a French entity, shall be eligible to receive, at the discretion of the Company or the empowered corporate body, Qualified RSUs under the Plan as adjusted to meet the requirements of the French *Code de commerce*.

(c) Vesting will take place on the dates outlined in the Grant Details and will be subject to the Plan, the Agreement, this Appendix and the Eligible Individual’s continuous employment. The awards will Vest over a four year period, Vesting 25% each year. Notwithstanding any other rule of the Plan, the Agreement or the Schedule:

- (i) where an Eligible Individual leaves employment for reason of death during the Vesting Period or any Holding Period, his or her personal representatives may require, within six months from the date of death, Vesting of the deceased’s Qualified RSUs (if not already Vested) and the transfer of the underlying Shares (the Shares will be transferred to the personal representatives of the Eligible Individual as soon as practicably possible following their request); and
- (ii) in the event of disability (as defined under the second or third category of Article L.341-4 of the French *Code de la sécurité sociale*), Vesting of the Eligible Individual’s Qualified RSUs may be accelerated at the discretion of the empowered corporate body (and the underlying Shares shall then be transferred to the Eligible Individual as soon as practicably possible).

(d) In relation to the first 25% of the Award which Vests after one year, there will be a Holding Period, so that a minimum two-year period is observed between the Grant Date and the end of the compulsory Holding Period. The Holding Period shall therefore mean the period of at least one year following Vesting during which the Shares cannot be

sold or transferred by Eligible Individuals. This Holding Period applies even if the Eligible Individual is no longer an employee or corporate officer of the Company. Shares transferred to Eligible Individuals holding the duties of chairman of the board, general manager, deputy general manager, member of the directory board, or manager (respectively président du conseil d'administration, directeur général, directeur général délégué, membre du directoire or gérant) of the Company or any Affiliate or Subsidiary shall not be sold or transferred before termination of the Eligible Individuals' executive duties. Alternatively, the Company or the empowered corporate body may decide that a fraction of the Shares transferred to Eligible Individuals holding the duties of chairman of the board, general manager, deputy general manager, member of the directory board, or manager (respectively président du conseil d'administration, directeur général, directeur général délégué, membre du directoire or gérant) of the Company Affiliate or Subsidiary will be in a registered form and will not be available for sale or transfer before termination of the Eligible Individuals' executive duties.

(e) The award price of a Qualified RSU cannot exceed 5% of the nominal value of the Share.

**5. Non-Transferability of the Qualified RSUs**

During the RSU Restriction Period and until the Qualified RSUs are settled as provided herein or on the website of the Plan Administrator, the Qualified RSUs shall not be transferable by the Eligible Individual by means of sale, assignment, exchange, encumbrance, pledge, hedge or otherwise, except in the event of death or disability (as defined under the second or third category of Article L.341-4 of the French *Code de la sécurité sociale*).

Shares also cannot be sold or transferred during the Closed Period.

**6. Rights as a Stockholder**

An Eligible Individual shall not be entitled to any dividends (or other distributions) and shall have no right to vote in respect of the Shares subject to Awards of Qualified RSUs under the French Schedule until the Shares have vested. After Vesting and during the Holding Period, the Eligible Individual shall be entitled to the dividends, distributions or other rights attached to his Vested Shares as they arise.

**7. Adjustment in the Event of Change in Stock; Change in Control**

On the occurrence of one of the events specified under Article L.225-181 of the French *Code de commerce*, the Company or the empowered corporate body may make such adjustments as it considers appropriate to restore the value of the Qualified RSUs. An adjustment made under this rule shall only be permissible to the extent that it is intended to, and that its sole effect is to, restore the value of the Qualified RSUs and it is made in compliance with the rules set out in the French *Code de commerce*.

## **8. Taxes, Fees and Withholding**

(a) The Company agrees to pay any and all original issue taxes and stock transfer taxes that may be imposed on the issuance of shares received by an Eligible Individual in connection with the Qualified RSUs, together with any and all other fees and expenses necessarily incurred by the Company in connection therewith.

(b) Regardless of any action taken by the Company, its Affiliate or Subsidiary with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding (“Tax-Related Items”), the Eligible Individual acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her is and remains the Eligible Individual’s responsibility and that the Company and/or its Affiliate or Subsidiary (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant and vesting of the Qualified RSUs, the receipt of cash or any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the Award or any aspect of the Qualified RSUs to reduce or eliminate the Eligible Individual’s liability for Tax-Related Items.

(c) In the event that the Company, Subsidiary or Affiliate is required to withhold any Tax-Related Items as a result of the Award, vesting or exercise of the Qualified RSUs, or the receipt of cash or any dividends or dividend equivalents, the Eligible Individual shall pay or make adequate arrangements satisfactory to the Company, Subsidiary or Affiliate to satisfy all withholding and payment on account of obligations of the Company, Subsidiary and/or Affiliate. The obligations of the Company under this Agreement shall be conditioned on compliance by the Eligible Individual with this Section 8. In this regard, the Eligible Individual authorizes the Company and/or its Subsidiary or Affiliate to withhold all applicable Tax-Related Items legally payable by the Eligible Individual from his or her wages or other cash compensation paid to the Eligible Individual by the Company and/or its Subsidiary or Affiliate. The Company may, in its sole discretion and pursuant to such provisions as it may specify from time to time, withhold in Shares the amount of Shares necessary to satisfy the minimum withholding amount or arrange for the sale of such number of Shares as is necessary to pay any Tax-Related Items. In connection herewith, the Eligible Individual (i) authorizes, empowers and directs the Company and the Plan Administrator (or such brokerage firm as is contracted to manage the Company’s employee equity award program, the ‘Broker’) to sell, at the market price and on the Exercise Date or as soon thereafter as is practicable, the number of Shares sufficient to pay the Tax-Related Items, and (ii) agrees to indemnify and hold harmless the Broker and the Company from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys’ fees and court costs, arising out of carrying out such actions. Finally, the Eligible Individual will pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Eligible Individual’s participation in the Plan or the Eligible Individual’s Award that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares issuable upon the vesting of the Award if the Eligible Individual fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Section.

(d) In particular, the Eligible Individual understands and acknowledges that all income to which the Eligible Individual is entitled under this Agreement is pre-tax and the Company or its Subsidiaries or Affiliates has the right to withhold and pay on behalf of the Eligible Individual any

individual income tax in connection with such income in accordance with applicable law. In the event the Company or its Subsidiaries or Affiliates is not required under applicable law to serve as the withholding agent to withhold and pay on behalf of the Eligible Individual such individual income tax, the Eligible Individual shall have sole responsibility to make such payment, in which case the Eligible Individual shall provide, as requested by the Company or its Subsidiaries or Affiliates from time to time, relevant tax receipts to certify full and prompt payment. The Eligible Individual agrees to indemnify the Company and/or its Subsidiaries or Affiliates for any liability which may arise as a result of his or her failure to pay any and all taxes associated with any income derived pursuant to the Awards.

- (e) The Eligible Individuals (or beneficiaries, if applicable) are responsible for reporting the receipt of any income under the Plan, however received, to the appropriate tax authorities.

## **9. Other Restrictions**

- (a) The Awards shall be subject to the requirement that, if at any time the Committee shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body is required, then in any such event, the Award shall not be effective unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
- (b) The Eligible Individual acknowledges that the Eligible Individual is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Insider Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, if the Eligible Individual is on the Company's insider list, the Eligible Individual shall be required to obtain pre-clearance from the Company's General Counsel prior to purchasing or selling any of the Company's securities, including any shares issued upon vesting of the Qualified RSUs, and may be prohibited from selling such shares other than during an open trading window. The Eligible Individual further acknowledges that, in its discretion, the Company may prohibit the Eligible Individual from selling such shares even during an open trading window if the Company has concerns over the potential for insider trading.
- (c) Notwithstanding any other rule of the Plan, this Agreement or the Schedule, the total number of Qualified Restricted Stock Units granted under the Plan or any other plan subject to provisions of Articles L.225-197-1 et seq. of the French *Code de commerce* shall not exceed 10 per cent of the Shares in issue at the Grant Date.

## **10. Nature of Award**

In accepting the Award, the Eligible Individual acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;

- (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been made repeatedly in the past;
- (c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;
- (d) the Eligible Individual's participation in the Plan will not create a right to further employment with the Company, its Affiliate or Subsidiary and shall not interfere with the ability of the Company to terminate the Eligible Individual's employment relationship at any time with or without Cause;
- (e) the Eligible Individual is voluntarily participating in the Plan;
- (f) the Award is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary or Affiliate, and such Award is outside the scope of the Eligible Individual's employment contract, if any;
- (g) the Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service Awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, Subsidiary or Affiliate;
- (h) in the event that the Eligible Individual is not an employee of the Company, Subsidiary or Affiliate, the Award will not be interpreted to form an employment contract or relationship with the Company; and
- (i) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award or diminution in value of the Award resulting from Termination of the Eligible Individual's employment by the Company, Subsidiary or Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and the Eligible Individual irrevocably releases the Company, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, the Eligible Individual will be deemed irrevocably to have waived his or her entitlement to pursue such claim.

**11. No Advice Regarding Grant.**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Eligible Individual's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Eligible Individual is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Eligible Individual's participation in the Plan, receipt of the Award and/or disposition of the Award before taking any action related to the Plan or the Award.

**12. Notices**

Any notices, communications or changes to this Agreement shall be communicated (either directly by the Company or indirectly through any of its Subsidiaries, Affiliates or the Plan Administrator) to the Eligible Individual electronically via email (or otherwise in writing).

**13. Effect of Agreement; Severability**

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**14. Laws Applicable to Construction; Consent to Jurisdiction**

(a) 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 Qualified RSUs are subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

(b) Any and all disputes arising under, as a result of or out of this Agreement, including without limitation any issues involving the construction, enforcement or interpretation of any of the provisions of this Agreement, the Plan or the Plan Prospectus shall be determined and resolved by the Committee or its authorized delegate. Such determination or resolution by the Committee or its authorized delegate will be final, binding and conclusive for all purposes.

**15. Conflicts; Interpretation and Correction of Errors**

(a) In the event of any (i) conflict between the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, or (ii) ambiguity in the Grant Details, this Agreement, any information posted on the system of the Plan Administrator and/or the books and records of the Company, the Plan shall control.

(b) The Committee shall have the power to interpret the Plan, this Agreement, the Grant Details, any information posted on the system of the Plan Administrator and/or the books and records of the Company, and to adopt such rules for the administration, interpretation and application of the Plan and the Award as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Qualified RSUs have vested). All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Eligible Individual, the Company and all other interested parties. The Committee shall not be personally responsible for any action, determination or interpretation made in good faith with respect to the Plan or this Agreement. The Committee shall, in their absolute discretion, determine when any conditions have been fulfilled.

(c) It is intended that the Qualified RSUs shall qualify for the special tax and social security treatment applicable to free shares granted under sections L. 225-197-1 to L.225-197-6 of

the French *Code de commerce* (which came into force after the implementation of the Macron Law on August 7, 2015) and in accordance with the relevant provisions set forth by the French tax and social security laws. The terms of the Award shall be interpreted accordingly and in accordance with the relevant provisions set forth by French tax and social security laws, as well as the relevant administrative guidelines and subject to the fulfillment of any legal, tax and reporting obligations, if applicable.

(d) In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Eligible Individual pursuant to the Plan, the Company, acting through the executive compensation and benefits team, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document.

**16. Data Privacy**

(a) The Eligible Individual understands that the Company, Subsidiary, Affiliate and/or Plan Administrator may hold certain personal information about Eligible Individual, including, but not limited to, the Eligible Individual's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Eligible Individual's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Eligible Individual hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her Data as described in this document by and among, as applicable, the Company and its Subsidiaries or Affiliates for the exclusive purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(b) The Eligible Individual understands that Data will be transferred to the Plan Administrator, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Eligible Individual understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than the Eligible Individual's country. The Eligible Individual authorizes the Company, its Subsidiary or Affiliate, the Plan Administrator and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Eligible Individual's participation in the Plan.

(c) The Eligible Individual understands that he or she 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 the Eligible Individual's local human resources representative. The Eligible Individual understands, however, that refusing or withdrawing his or her consent may affect the Eligible Individual's ability to participate in the Plan. For more information on the consequences of the Eligible Individual's refusal to consent or withdrawal of consent, the Eligible Individual understands that he or she may contact his or her local human resources representative.



**17. Amendment**

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

**18. Currency Risk**

The Eligible Individual agrees and acknowledges that that Eligible Individual shall bear any and all risks associated with the exchange or fluctuation of currency associated with the Award, including without limitation the settlement of the Award and/or sale of the Shares (the "Currency Risk"). Eligible Individual waives and releases the Company, its Subsidiaries and Affiliates and the Plan Administrator from any potential claims arising out of the Currency Risk. Eligible Individual acknowledges and agrees that Eligible Individual shall with any and all exchange control requirements applicable to the Award and the sale of the Shares and any resulting funds including, without limitation, reporting or repatriation requirements.

**19. Electronic Delivery**

The Company may, in its sole discretion, decide to deliver any documents related to the Award and participation in the Plan or future Awards that may be awarded under the Plan by electronic means or to request the Eligible Individual's consent to participate in the Plan by electronic means. The Eligible Individual hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

By electronically accepting this Agreement and participating in the Plan, the Eligible Individual agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Grant Details and Schedule. If Eligible Individual has not electronically accepted this Agreement on the Plan Administrator's website within six months of the Grant Date, then this Award shall automatically be deemed accepted and Eligible Individual shall be bound by the terms and conditions in the Plan, this Agreement, including the Grant Details and Schedule.

**20. Schedule**

Notwithstanding any provisions in this Agreement to the contrary, the Qualified RSUs shall be subject to any special terms and conditions set forth in the French Schedule to the Agreement. The Schedule constitutes a part of this Agreement.

**21. Choice of Language**

The Eligible Individual has received this Agreement and any other related communications and consents to having received these documents solely in English. If, however, the Eligible Individual receives this or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version in any way, the

English version will control. If necessary, an Eligible Individual may request translated versions in their mother tongue.

**22. No Public Offer**

The grant of RSUs is not intended to be a public offering of securities in the Eligible Individual's country. The Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of RSUs is not subject to the supervision of the local securities authorities.

**23. Imposition of Other Requirements**

The Company reserves the right to impose other requirements on the Eligible Individual's participation in the Plan, on the Award of RSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable to comply with local law or facilitate the administration of the Plan, and to require the Eligible Individual to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

RESTRICTED STOCK UNIT AGREEMENT

(FRANCE)

**FRENCH SCHEDULE**

**Terms and Conditions**

This French Schedule includes special terms and conditions applicable to Eligible Individuals residing in France. These terms and conditions are in addition to, or if so indicated, in place of, the terms and conditions set forth in the Agreement and the Appendix.

The purpose of this French Schedule is to make certain variations to the terms of the Agreement and the Appendix, in order to satisfy French securities laws, exchange control, corporate law and tax requirements (especially the provisions of L. 225-197-1 et seq. of the French *Code de commerce*) to qualify Awards of Restricted Stock Units for favourable income tax and social security treatment in France as set out in Article 135 of the Macron Law (*loi n° 2015-990 du 6 août 2015 pour la croissance, l'activité et l'égalité des chances économiques*) ("Qualified Restricted Stock Units").

The rules of the Agreement and the Appendix shall apply, subject to the modifications contained in this French Schedule, whenever the Company or the empowered corporate body decides to grant Qualified Restricted Stock Units to Eligible Employees under this French Schedule. This French Schedule shall only apply to Qualified Restricted Stock Units granted as conditional rights to acquire Shares.

If for any reason an Award does not satisfy the requirements of the French tax authorities for favourable income tax and social security treatment (to qualify as a Qualified Restricted Stock Unit), then the Company or the empowered corporate body can take such actions, including changing the Vesting Period and/or the Holding Period (both as defined below) as it considers reasonably necessary to achieve such treatment.

This French Schedule will be approved by the Committee (as the empowered foreign corporate body) on April 14, 2020, as required by the French tax authorities.

**Definitions**

Unless provided otherwise or unless the context requires otherwise, capitalized terms used but not defined in this French Schedule shall have the meaning assigned to them in the Plan, the Agreement and/or the Appendix.

The terms of a "Restricted Stock Unit" under this French Schedule shall be on similar terms to the equivalent "Restricted Stock Unit" under the Agreement, except to the extent that this French Schedule provides to the contrary.

For the purposes of this French Schedule only, the following additional definitions shall

be used:

- (a) “Closed Period” will have the meaning defined in Section L. 225-197-1 of the French *Code de commerce*, being:
  - (i) ten quotation days preceding and three quotation days following disclosure to the public of the consolidated financial statements or the annual statements of the Company; or
  - (ii) any period during which corporate management of the Company possesses material information which could, if disclosed to the public, significantly impact the quotation of the Shares, until ten quotation days after the day such information is disclosed to the public.
- (b) “Grant Date” shall be the date on which the Committee:
  - (i) designates the Eligible Individuals; and
  - (ii) specifies the terms and conditions of the Qualified Restricted Stock Units, including the number of Shares to be transferred at a future date, the Vesting Period, any Holding Period, any conditions for the delivery of the Shares underlying the Restricted Stock Units, and any conditions for the disposal of the Shares.
- (c) “Holding Period” means the period (applicable under Article L. 225-197-1 of the French *Code de commerce*) following the relevant Vesting date of an Award during which the Vested Shares shall either be held by the Eligible Individual or by the Broker subject only to a restriction on sale, transfer or other disposal of such Vested Shares, provided that if the Vested Shares are to be held by the Eligible Individual he shall be required to enter into an agreement (a “Holding Agreement”) with the Company, whereby he agrees not to sell, transfer or otherwise dispose of the Shares prior to the end of the Holding Period.
- (d) “Broker” means such person or persons designated by the Company or the empowered corporate body to hold Vested Shares as nominee on behalf of an Eligible Individual during the Holding Period.
- (e) “Vesting” in relation to Qualified Restricted Stock Units, means an Eligible Individual becoming entitled to have the Shares transferred to him subject to the Plan, and the terms “Vest” and “Vested” shall be construed accordingly.
- (f) “Vesting Period” means the period from the Grant Date to the date of Vesting of an Award, such period lasting at least one year.

## **Notifications**

This Schedule also includes country-specific information of which Eligible Individual should be aware with respect to his or her 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 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Eligible Individual does not rely on the information noted herein as the only source of information relating to the consequences of Eligible Individual's participation in the Plan because the information may be out of date at the time that Eligible Individual vests in Share Awards or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Eligible Individual's particular situation, and the Company is not in a position to assure Eligible Individual of any particular result. Accordingly, Eligible Individual is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, please note that if Eligible Individual is a citizen or resident of a country other than the country in which he or she is currently working, or transfers employment after grant, the information contained in this Schedule may not be applicable to Eligible Individual.

## **European Union ("EU")/ European Economic Area ("EEA") Data Privacy**

The following replaces Section 16 of the Agreement:

In order to offer participation in the Plan, it is necessary for the Company to collect and process certain information about Eligible Individual. Further detail about this is set out below.

Eligible Individual's participation in the Plan is voluntary. Eligible Individual may withdraw from the Plan at any time. Withdrawal from the Plan will not affect Eligible Individual's salary as an employee or his or her employment; Eligible Individual would merely forfeit the opportunities and benefits associated with the Plan.

If Eligible Individual withdraws from the Plan, the Company will cease to use Eligible Individual's information for the purpose of the Plan (subject to the data retention requirements set out below).

**Data Collection and Usage.** The Company collects personal information about Eligible Individual for purposes of administration of the Plan, including: name, home address, telephone number and email address, date of birth, social insurance number, passport or other identification number, salary, citizenship, nationality, job title, any equity, shares of stock or directorships held in the Company and its Affiliates, details of all RSUs or any other entitlement to equity granted, canceled, vested, unvested or outstanding in Eligible Individual's favor, which the Company receives from Eligible Individual or the Employer ("Eligible Individual Data").

The Company will process and use Eligible Individual Data for the purposes of allocating stock and implementing, administering and managing the Plan. The Company's legal basis for the processing of Eligible Individual's Data is based on contractual necessity for the performance of the Plan.

**Stock Plan Administration Service Providers.** The Company currently uses Fidelity and its affiliated companies (“Fidelity”) as its service provider for the Plan. The Company shares your Eligible Individual Data with Fidelity for the purposes of implementing, administering and managing the Plan. Fidelity is based in the United States. In the future, the Company may select a different service provider and share Eligible Individual Data with another company that serves in a similar manner. The Company’s service provider(s) will open an account for Eligible Individual to receive and trade stock. Eligible Individual may be asked to agree to separate terms and data processing practices with the service provider(s), which is a condition to his or her participation in the Plan.

**International Data Transfers.** The Company and its service provider(s), including Fidelity, are based in the United States, which means that it will be necessary for Eligible Individual Data to be transferred to, and processed in, the US. Eligible Individual should note that his or her country may have enacted data privacy laws that are different from the United States and which may offer different levels of protection. The legal basis for the transfer of Eligible Individual Data is based on contractual necessity for the performance of the Plan.

**Data Retention.** The Company will use Eligible Individual Data only as long as is necessary to implement, administer and manage his or her participation in the Plan or as may be required by the Company in order to comply with legal or regulatory obligations, including under tax and securities laws (which will generally be no more than 7 years after the Eligible Individual ceases participating in the Plan).

**Data Subject Rights.** Eligible Individual has a number of rights under data privacy laws in his or her country. Depending on where Eligible Individual is based, his or her rights may include: (a) the right of access to the Eligible Individual’s personal data held by the Company, (b) the right of rectification of incorrect data, (c) the right to erasure of data, (d) the right to restriction of processing, and (e) the right to data portability.

If you have any questions about any aspect of the Plan or these terms, please contact [privacy@tripadvisor.com](mailto:privacy@tripadvisor.com).

**Taxation of Award.** This Award is intended to be French tax-qualified and is subject to the special terms and conditions set forth in the French Schedule to this Schedule.”

**Exchange Control Information.** Eligible Individual may hold Shares acquired under the Plan outside of France provided he or she declares all foreign accounts, whether open, current, or closed, in his or her income tax return. Furthermore, Eligible Individual must declare to the customs and excise authorities any cash or bearer securities he or she imports or exports without the use of a financial institution when the value of the cash or securities is equal to or exceeds €10,000 (for 2011).

March 29, 2021

Mr. Seth Kalvert

**Re: Offer of Employment**

Dear Seth:

This offer letter ("Offer Letter") sets forth the terms of your continued employment with Tripadvisor LLC (the "Company") as Senior Vice President, General Counsel and Secretary. This Offer Letter is intended to replace and shall replace the May 19, 2016 Employment Agreement, as amended on February 19, 2018, between you and the Company ("the Amended Employment Agreement") which is set to expire on March 31, 2021. This offer may be accepted by countersigning where indicated at the end of this Offer Letter.

**1. Duties and Extent of Service**

As Senior Vice President, General Counsel and Secretary of the Company you will have responsibility for performing those duties as are customary for, and are consistent with, such position, as well as those duties as the Company may from time to time designate (consistent with your role). You shall report directly to the Company's Chief Executive Officer and your principal place of employment shall be the Company's offices located in Needham, Massachusetts and any successor headquarters, if applicable. You agree to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein which may be adopted from time to time by the Company. You will be expected to devote your full business time and effort to the business and affairs of the Company. Notwithstanding the foregoing, you may serve as a board member, consultant or advisor to other entities with the prior written consent of the Company.

**2. Compensation**

In consideration of your continued employment with the Company, effective as of February 22, 2021 (the "Effective Date"), the Company will pay you a base salary of \$495,000 ("Base Salary"), which equates to approximately \$19,038 bi-weekly, representing payment for all hours worked by you for the Company, less applicable taxes and withholding, payable in accordance with the Company's standard payroll practices. For all purposes under this Offer Letter, the term "Base Salary" shall refer to Base Salary as in effect from time to time. Your Base Salary shall be reviewed at least annually by the Compensation Committee of the Board of Tripadvisor, Inc. (the "Compensation Committee") and may be increased but not decreased.

You will, for each calendar year, also be eligible to receive an annual discretionary bonus targeted at 80% of your base salary for the applicable year (with amounts, if any, for any partial year payable on a *pro rata* basis), subject to meeting individual and Company objectives, as determined by the Compensation Committee in its sole discretion. Such annual bonuses will be

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paid to you at the same time that bonuses are paid to other Company executives, but not later than March 15 of the calendar year immediately following the calendar year with respect to which such annual bonus relates (unless you elected to defer receipt of such bonus pursuant to an arrangement that meets the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

**3. Additional Benefits**

You will be entitled to participate in such employee benefit plans and fringe benefits as may be offered or made available by the Company from time to time to its employees and to persons who are at the SVP level or below. You will also be entitled to accrue paid vacation annually, based on your seniority (including prior service) in accordance with the Company’s standard policies. The Company retains the right to amend, modify, or cancel any benefits program. Where a particular benefit is subject to a formal plan (for example, medical insurance or 401(k)), eligibility to participate in and receive any particular benefit is governed solely by the applicable plan document.

**4. Confidentiality, Non-Competition, Non-Solicitation and Assignment**

In connection with your continued employment with the Company, you have been and will be exposed to, and provided with, valuable confidential and/or trade secret information concerning the Company and its present and future business plans and operations. As a result, in order to protect the Company’s substantial investment of time and money in the creation and maintenance of its confidential information and good-will with its customers, clients, and collaborators, the benefits offered to you in Sections 5 and 6 of this Offer Letter are contingent upon your signing the standard Non-Disclosure, Developments and Non-Competition Agreement (the “Restrictive Covenant Agreement”) and your continued willingness to abide by its terms. The Agreement also contains post-employment restrictive covenant provisions. A copy is attached to this offer letter as Exhibit A. You have been given at least ten (10) business days to consider the Restrictive Covenant Agreement, and by signing below, you agree that the benefits described in this Offer Letter are fair and reasonable consideration for the Restrictive Covenant Agreement.

**5. At-Will Employment; Termination Without Cause; Resignation With Good Reason**

(a) Please note that this Offer Letter is not a contract of employment for any specific or minimum term and that the employment offered hereby is terminable at will. This means that our employment relationship is voluntary and based on mutual consent. You may resign your employment with or without Good Reason (as defined below), and the Company likewise may terminate your employment, at any time, with or without Cause (as defined below) and with written notice. Any prior oral or written representations to the contrary are void, and any future representations to the contrary are also void and should not be relied upon unless they are contained in a formal written employment contract signed by an officer



of the Company and expressly stating the Company's intent to modify the at-will nature of your employment.

"Good Reason" shall mean the occurrence of any of the following without your prior written consent: (A) the Company's material breach of any material provision of this Offer Letter, (B) the material reduction in your title, duties, reporting responsibilities or level of responsibilities as Senior Vice President, General Counsel and Secretary of the Company, (C) the material reduction in your annual base salary or your total annual compensation opportunity, or (D) the relocation of your principal place of employment more than 20 miles outside the Boston metropolitan area, provided that in no event shall your resignation be for "Good Reason" unless (x) an event or circumstance set forth in clauses (A) through (D) shall have occurred and you provide the Company with written notice thereof within 30 days after you have knowledge of the occurrence or existence of such event or circumstance, which notice specifically identifies the event or circumstance that you believe constitutes Good Reason, (y) the Company fails to correct the circumstance or event so identified within 30 days after receipt of such notice, and (z) you resign within 90 days after the date of delivery of the notice referred to in clause (x) above.

"Cause" shall mean: (i) the plea of guilty or nolo contendere to, or conviction for, a felony offense by you; provided, however, that after indictment, the Company may suspend you from the rendition of services, but without limiting or modifying in any other way the Company's obligations under this Agreement; (ii) a material breach by you of a fiduciary duty owed to Tripadvisor, Inc., the parent company of the Company ("Tripadvisor"), the Company or any of its subsidiaries; (iii) a material breach by you of the Restrictive Covenant Agreement; (iv) the willful or gross neglect by you of the material duties required by this Agreement; or (v) a knowing and material violation by you of any Tripadvisor or Company policy pertaining to ethics, legal compliance, wrongdoing or conflicts of interest that, in the case of the conduct described in clauses (iv) or (v) above, if curable, is not cured by you within 30 days after you are provided with written notice thereof.

(b) Upon a Termination of Employment (as defined in the Tripadvisor Inc. 2018 Stock and Annual Incentive Plan ("2018 Plan")) by the Company without Cause or by you for Good Reason, then:

- i. the Company shall continue to pay you your base salary then in effect in accordance with normal payroll practices (but disregarding any reduction in base salary that constituted Good Reason) for twelve months following the date of termination (the "Salary Continuation Period");
- ii. the Company shall pay you within 30 days of the date of such termination in a lump sum in cash the sum of (i) any portion of your accrued and earned but unpaid base salary through the date of Termination of Employment; (ii) any compensation previously earned but deferred by you (together with any interest or earnings thereon) that has not yet been paid and that is not otherwise paid at a later date pursuant to any deferred compensation arrangement of the Company to which you are a party, if any (provided, that any election made by Executive pursuant to any deferred compensation arrangement that is subject to Section 409A regarding the schedule for payment of such deferred compensation shall prevail over this

Section 5 to the extent inconsistent herewith); and (iii) any portion of Executive's accrued but unpaid vacation pay through the date of Termination of Employment (collectively, the "Accrued Obligations").

- iii. if you are participating in the Company's group health plan immediately prior to your Termination of Employment, then subject to your timely election and eligibility for benefits under the law known as COBRA, and any law that is the successor to COBRA, the Company shall continue to pay the entire portion of the health benefits monthly premium until the earlier of (a) the end of the Salary Continuation Period and (b) the date you become re-employed or otherwise ineligible for COBRA;
- iv. the Company will consider in good faith the payment of an annual bonus on a *pro rata* basis for the year in which the Termination of Employment occurs, any such payment to be paid (if at all) based on actual performance during the year in which termination has occurred and based on the number of days of employment during such year relative to 365 days (payable in a lump sum at the time such annual bonus would otherwise have been paid); provided that if any such termination occurs after the Compensation Committee has approved an annual cash bonus but prior to the payment thereof, the Company shall pay you such approved bonus amount, to be paid in the ordinary course with other senior executives of the Company;
- v. any Awards (as defined in the 2018 Plan) that are outstanding and unvested at the time of such termination but which would, but for a Termination of Employment, have vested (A) during the period up to and including August 31, 2022, if such termination occurs on or prior to August 31, 2021 or (B) during the 12 months following such termination if such termination occurs after August 31, 2021 (such period, the "Equity Acceleration Period") shall vest (and, with respect to awards other than stock options and stock appreciation rights, settle) as of the date of such Termination of Employment; provided that any outstanding Award with a vesting schedule that would, but for a Termination of Employment, have resulted in a smaller percentage (or none) of the Award being vested through the end of such Equity Acceleration Period than if it vested annually pro rata over its vesting period shall, for purposes of this provision, be treated as though it vested annually pro rata over its vesting period (e.g., if 100 RSUs were granted 2.7 years prior to the date of the termination and vested pro rata on each of the first five anniversaries of the grant date and 100 RSUs were granted 1.7 years prior to the date of termination and vested 100% on the fifth anniversary of the grant date, then on the date of termination 20 RSUs from the first award and 40 RSUs from the second award would vest and settle); provided further that any amount that would vest under this provision but for the fact that outstanding performance conditions have not been satisfied shall vest (and, with respect to awards other than stock options and stock appreciation rights, settle) only if, and at such point as, such performance conditions are satisfied; and provided further that if any Awards made subsequent to the Effective Date of this Offer Letter specifies a more

favorable post-termination vesting schedule for such equity, the terms of the award agreement for such Award shall govern; and

- vi. any of your then vested Options (as defined in the 2018 Plan and including Options vesting as a result of (v) above) to purchase Tripadvisor equity, shall remain exercisable through the date that is 18 months following the date of such termination or, if earlier, through the scheduled expiration date of such Options; provided that, to the extent that you are eligible for more favorable treatment under any Company plan, policy, or any other contract or agreement with, the Company that provides benefits in the nature of severance or continuation pay, including the Tripadvisor, Inc. Executive Severance Plan and Summary Plan Description, you shall receive such treatment.

(c) The payment to you of the severance pay or benefits described in this section (other than any Accrued Obligations) is contingent upon your signing and not revoking a separation agreement and general release of the Company and its affiliates in a form substantially similar to that used for senior executives of the Company (the "Release"), and your compliance with the Restrictive Covenant Agreement (other than any non-compliance that is immaterial, does not result in harm to the Company or its affiliates, and, if curable, is cured by you promptly after receipt of notice thereof given by the Company). The Release shall be delivered by the Company to you within ten (10) days following the date of your Termination of Employment and must become effective no later than sixty (60) days following your Termination of Employment or such earlier date required by the Release (such deadline, the "Release Deadline"). If the Release does not become effective by the Release Deadline, you will forfeit any rights to severance. In no event will severance payments or benefits (other than any Accrued Obligations) be paid or provided until the Release becomes effective and irrevocable but in no event shall you forfeit Awards that had vested through the date of Termination of Employment other than the Awards for which the vesting was accelerated pursuant to this offer letter. Upon the Release becoming effective and irrevocable, any payments delayed from the date of Termination of Employment through the effective date of the Release will be payable in a lump sum without interest as soon as administratively practicable after the Release Deadline and all other amounts will be payable in accordance with the payment schedule applicable to each payment or benefit. In the event the termination occurs at a time during the calendar year where the Release could become effective in the calendar year following the calendar year in which termination occurs, then any severance payments or benefits will commence to be paid on the first payroll date to occur during the calendar year following the calendar year in which such termination occurs, or, if later, the Release Deadline. You acknowledge and agree that the Company's payment of severance pay and benefits (except Accrued Obligations) constitutes good and valuable consideration for such Release.

If you obtain other employment during the Salary Continuation Period, any payments (other than Accrued Obligations) to be made to you under Section 5 after the date such employment is secured shall be offset by the amount of any cash compensation earned by you from such employment during the Salary Continuation Period. For purposes of this Section 5, you shall have an obligation to inform the Company regarding your employment status following termination and

during the Salary Continuation Period, but shall have no affirmative duty to seek alternate employment.

(e) All forms of compensation referred to in this Offer Letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

**6. Disability; Termination of Employment for Death or Disability (as defined in the 2018 Plan)**

(a) Disability

i. During your employment, if you are absent from the full-time performance of your duties with the Company on a consecutive basis, due to Disability, the Company shall continue to pay you through the Termination of Employment, your Base Salary at the rate in effect at the commencement of such period of Disability, offset by any amounts payable during such period to you under any disability insurance plan or policy provided by the Company. Pursuant to the terms of the 2018 Stock Plan, any equity awards issued pursuant to the 2018 Plan shall continue to vest until a Termination of Employment.

ii. If, as a result of your incapacity due to Disability, you shall have been absent from the full-time performance of your duties with the Company for a period of at least four consecutive months and, within 30 days after written notice is provided to you by the Company you shall not have returned to the full-time performance of your duties (with or without reasonable accommodation), your employment may be terminated by the Company for Disability. Upon a Termination of Employment by the Company for Disability, the Company shall pay you, within 30 days of your Termination of Employment in a lump sum in cash, (i) your Base Salary from the Termination of Employment date through the end of the month in which the termination occurs, offset by any amounts payable during such period to you under any disability insurance plan or policy provided by the Company; and (ii) any Accrued Obligations.

(b) Death

i. Your employment with the Company will automatically terminate upon your Death. Upon a Termination of Employment by the Company for Death, the Company shall pay the duly appointed representative of the your estate, within 30 days of your Termination of Employment in a lump sum in cash, (i) your Base Salary from the date of Death through the end of the month in which the Death occurs; and (ii) any Accrued Obligations.

ii. In the event of your Termination of Employment due to Death and notwithstanding anything to the contrary contained in the Company's 2018 Plan, any Awards that are outstanding and unvested at the time of such death shall vest (and, with respect to awards other than stock options and stock appreciation rights, settle) as of the date of such termination of employment and any then vested options to purchase Tripadvisor equity (including stock options that vest by operation of this clause), shall

remain exercisable through the date that is 18 months following the date of such termination or, if earlier, through the scheduled expiration date of such options.

Notwithstanding the foregoing, to the extent that you are eligible for more favorable treatment under any Company plan, policy, or any other contract or agreement with, the Company that provides benefits in the nature of severance or continuation pay, including the Tripadvisor, Inc. Executive Severance Plan and Summary Plan Description, you shall receive such treatment.

**7. Governing Law; Waiver of Jury Trial**

This Offer Letter and all matters or issues related hereto shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without reference to principles of conflicts of laws. Any and all disputes between the parties which may arise pursuant to this letter will be heard and determined before an appropriate federal court in Massachusetts, or, if not maintainable therein, then in an appropriate Massachusetts state court. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this letter, and the parties consent to, and waive any and all objections that they may have as to, personal jurisdiction and/or venue in such courts. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.

**8. Entire Agreement; Amendment**

This Offer Letter and the Restrictive Covenant Agreement sets forth the sole and entire agreement and understanding between the Company and you with respect to the specific matters contemplated and addressed herein and supersedes and replaces the Amended Employment Agreement. No prior agreement, whether written or oral shall be construed to change or affect the operation of this Offer Letter in accordance with its terms, and any provision of any such prior agreement which conflicts with or contradicts any provision of this Offer Letter is hereby revoked and superseded. You specifically agree that the Amended Employment Agreement is revoked and superseded by this Offer Letter and that neither party has any further obligation to the other under the Amended Employment Agreement. In the event of any conflict in terms between this Offer Letter and any other agreement between you and the Company or any Company plan or policy, the terms of this Offer Letter shall prevail and govern.

**9. Compliance with Section 409A.**

It is the intent of the Company that all amounts payable to you pursuant to this Offer Letter, including without limitation amounts payable under Section 5, be paid in a manner that satisfies the requirements of Section 409A, to the extent applicable, and to the maximum extent possible this Offer Letter shall be so interpreted. Without limiting the foregoing:

(a) Each installment of severance benefits paid pursuant to Section 5 (the "Severance Benefits") shall constitute a separate "payment" for purposes of Section 409A. For purposes of this Agreement, the term "Section 409A Payment" shall mean: (i) each Severance Benefit that is paid after the later of March 15 of the calendar year following the year in which the date of Termination of Employment occurs or the fifteenth day of the third month following the end of the Company's fiscal year in which the Termination of Employment occurs, but only to the extent that such Severance Benefit, when added to the

sum of all Severance Benefits paid after such date, exceeds two times the lesser of your Base Salary at the end of the year preceding the year in which the Termination of Employment occurs or the dollar limitation in effect under Section 401(a)(17) of the Internal Revenue Code in the year in which the Termination of Employment occurs, and (ii) any other payment that the Company determines in good faith constitutes a payment of deferred compensation subject to Section 409A.

(b) If you are a "specified employee" as defined in Section 409A at the time of the your Termination of Employment, then no Section 409A Payments shall be paid to you until the first business day that is more than six months following the Termination of Employment, and all Section 409A Payments that would otherwise have been paid prior to such date shall be paid on such date, without interest, in a lump sum.

(c) No Section 409A Payment shall be paid at a time other than the time specified herein, whether by amendment to the Offer Letter or otherwise, and no amount shall be paid in substitution for any Section 409A Payment if such amount is paid at a different time than the Section 409A Payment would have been paid, except as permitted by Section 409A.

(d) If any termination of employment occurs that does not constitute a separation from service as defined in Section 409A, then any Section 409A Payment that becomes payable by reason of such Termination of Employment shall not be paid until you incur a separation from service as defined in Section 409A.

**10. Section 280G.**

Notwithstanding any other provisions of this Offer Letter, or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to you or for your benefit pursuant to the terms of this Offer Letter or otherwise ("Covered Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 10 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then the following shall apply:

(i) If the Covered Payments, reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes payable by you on the amount of the Covered Payments which are in excess of three times Executive's "base amount" within the meaning of Section 280(G) of the Code less one dollar (the "Threshold Amount"), are greater than or equal to the Threshold Amount, you shall be entitled to the full benefits payable under this Offer Letter.

(ii) If the Threshold Amount is less than (1) the Covered Payments, but greater than (2) the Covered Payments reduced by the sum of (x) the Excise Tax and (y) the total of the Federal, state, and local income and employment taxes on the amount of the Covered Payments which are in excess of the Threshold Amount, then the Covered Payments shall be reduced (but not below zero) to the extent necessary so that the sum of all Covered Payments shall not exceed the Threshold Amount. In such event, the Covered Payments shall be reduced in the following order: (A) cash payments not subject to Section 409A; (B) cash payments subject to Section

409A; (C) equity-based payments and acceleration; and (D) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

The determination as to which of the alternative provisions of Section 10 shall apply to you shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and you within 15 business days of the date of termination, if applicable, or at such earlier time as is reasonably requested by the Company or you. For purposes of determining which of the alternative provisions of Section 10 shall apply, you shall be deemed to pay Federal income taxes at the highest marginal rate of Federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of your residence on the date of termination, net of the maximum reduction in Federal income taxes which could be obtained from deduction of such state and local taxes. Any determination by the Accounting Firm shall be binding upon the Company and you.

\* \* \* \*

This Offer Letter may be amended or terminated only by a written instrument executed both by you and the Company.

Please acknowledge your acceptance of this offer and the terms of this Offer Letter by signing below and by signing Exhibit A and returning a copy of both documents to me.

Sincerely,

**TRIPADVISOR LLC**

By:

/s/ Stephen

Kauffer

STEPHEN KAUFER  
Chief Executive Officer

I hereby acknowledge that I have had a full and adequate opportunity to read, understand and discuss the terms and conditions contained in this offer letter prior to signing hereunder.

/s/ Seth Kalvert

**SETH KALVERT**

Date: March 29, 2021

September 14, 2018

Lindsay Nelson

Dear Lindsay,

This offer letter supersedes and replaces the offer letter dated September 14, 2018 from TripAdvisor LLC to you.

We are pleased to extend you this offer of employment as President, Core Experience at TripAdvisor LLC (the "Company"), subject to the terms and conditions of employment described below. We are excited about the contributions that we expect you will make to the success of the Company and contemplate that your start date will be November 5, 2018 (the "Start Date"). You will report directly to me and work out of the Company's corporate headquarters located in Needham, MA.

Duties and Extent of Service. As President, Core Experience for the Company, you will have responsibility for performing those duties as are customary for, and are consistent with, such position, as well as those duties as the Company may from time to time designate. You agree to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein which may be adopted from time to time by the Company. You will be expected to devote your full business time and effort to the business and affairs of the Company.

Compensation. In consideration of your employment with the Company, the Company will pay you a base salary of \$475,000.00 per year, which equates to approximately \$18,269.23 dollars bi-weekly, representing payment for all hours worked by you for the Company, less applicable taxes and withholding, payable in accordance with the Company's standard payroll practices.

You will also be eligible for an annual target bonus opportunity of 90% of your base salary, less applicable taxes and withholding, subject to the achievement of individual and Company objectives. These objectives are set unilaterally by the Company as part of its management authority and are subject to change at any time. The Company may also make adjustments in the targeted amount of your annual bonus in its discretion. Whether the bonus is awarded and in what amount is at the sole discretion of the Company. Eligibility is contingent upon your employment by the Company at the time of the bonus payout, which will be at the same time as the Company generally pays bonuses to similarly situated employees. Further eligibility requirements may be governed by plans and policies concerning the payment of incentive compensation as may be in effect from time to time.

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New Hire Grant. As described herein, the Company would like to present you a “new-hire award” of (i) restricted stock units (“RSUs”) that may be settled with shares of common stock, par value \$0.001 (“Common Stock”), of TripAdvisor, Inc. (“TripAdvisor”) the Company’s ultimate parent, with a value (as calculated below) of \$2,000,000 (USD) and (ii) options to purchase shares of Common Stock (“Stock Options”) with a value (as calculated below) of \$2,000,000 (USD). This is a one-time new hire grant of RSUs and Stock Options that is made pursuant to the terms of the TripAdvisor, Inc. Amended and Restated 2011 Stock and Annual Incentive Plan (the “2011 Plan”), and is made subject to approval of the Compensation Committee of the Board of Directors of TripAdvisor (the “Compensation Committee”). The number of RSUs granted will be determined based on the award value of \$2,000,000 divided by the closing price of Common Stock on the Grant Date (as defined below), rounded down to the nearest whole share. The number of Stock Options granted will be determined by dividing the award value of \$2,000,000 by the Black-Scholes value of stock options (as determined by the Company, in its sole discretion, using the closing price of Common Stock on the Grant Date), rounded down to the nearest whole number. Both RSU and Stock Option awards will vest 25% on each of the first four anniversaries of the Grant Date, subject to earlier forfeiture in the event of your termination of employment, in such case as more specifically described in the 2011 Plan. The Grant Date (for these awards and those described below) will be the later of (i) the Start Date, and (ii) the date the awards are approved by the Compensation Committee. We will endeavor to have the awards approved as soon as possible following the date we receive back the signed offer letter. Once approved, you will receive additional information, including how you can access an electronic copy of the 2011 Plan and other equity award agreements, which will govern the terms of the RSUs and Stock Options. In the event of any conflict or ambiguity between this letter, on the one hand, and the 2011 Plan or your equity agreements, on the other hand, the 2011 Plan and the equity agreements will govern.

Sign-On Bonus. You are also eligible to receive two sign-on bonuses, in consideration of your acceptance of the attached Non-Disclosure, Developments and Non-Competition Agreement. The first sign-on bonus of \$250,000 shall be paid to you on the first regular payroll date following your start of employment; and the second sign-on bonus of \$250,000 shall be paid to you in March 2019 during the annual performance review cycle; in each case, provided you remain employed with the Company through the respective payment dates. Please note that these sign-on bonuses will be reported as income to you and payroll taxes will be withheld. In the event you voluntarily terminate your employment at any time prior to your first year anniversary of each payment date, you shall be required to repay the Company for the total of such sign-on bonus(es) paid to you. For example, if you receive the first sign-on bonus in November 2018 and the second sign-on bonus in March 2019, and then voluntarily terminate your employment in December 2019, you would be required to repay \$250,000 to the Company (the total amount of the second sign-on bonus).

In the event of such repayment obligation, and to the maximum extent permitted by applicable law, you hereby authorize and direct the Company to deduct as a valid set-off of wages, any amount of the sign-on bonus owed from your final wages and any accrued and unused vacation pay, any performance bonus/incentive compensation, outstanding expense report, and/or any other payments or compensation otherwise owed to you by the Company. Notwithstanding the foregoing, your final paycheck will not be reduced below the applicable minimum wage. If the

full amount cannot be deducted from your final paycheck, you expressly agree to pay back any amounts needed to fully reimburse the Company within thirty (30) days of your termination.

**Severance.** In your role as President, Core Experience, you will be eligible to participate in the TripAdvisor, Inc. Executive Severance Plan (“ESP”). Under the terms of the ESP, you will be eligible to receive certain severance benefits under certain circumstances, including the involuntary termination of your employment by the Company without Cause, and in connection with a Change in Control, the involuntary termination of your employment or resignation for Good Reason, as each of the foregoing terms is defined in the ESP. The foregoing is intended only as an informational summary of the ESP, a copy of which is attached, and the Company reserves the right to modify the terms of the ESP in its sole discretion at any time.

**Benefits.** As a regular, full-time employee, you will be eligible to participate in the employee benefit programs that the Company offers to its employees in comparable positions, which currently include Health, Dental, Life and Disability Insurance, matching 401(k) Plan, and Sick Time, subject to plan terms and generally applicable Company policies. As part of your benefits program, you are entitled to accrue up to twenty (20) days of paid vacation, which is pro-rated based on your Start Date. Descriptions of the Company’s benefits will be available upon request. The Company retains the right to amend, modify, or cancel any benefits program. Where a particular benefit is subject to a formal plan (for example, medical insurance or 401(k)), eligibility to participate in and receive any particular benefit is governed solely by the applicable plan document.

**Relocation:** The Company is committed to providing you with the necessary assistance that will allow you to make a smooth transition to your new job location. You will be eligible to receive a relocation benefit to assist you in your move from New York, NY to the greater Needham, MA area. Enclosed is a Relocation Agreement outlining the program benefits and rules. The relocation benefit is provided to you in good faith with the expectation that you will continue your employment with the Company for a minimum period of at least twelve months. As a result, in order to receive this benefit, the Company will require you to sign and agree to the terms and conditions in the attached Relocation Payment Agreement, as well as the Relocation Agreement.

**Nondisclosure, Developments and Non-Competition.** As part of your employment with the Company, you will be exposed to, and provided with, valuable confidential and/or trade secret information concerning the Company and its present and future business plans and operations. As a result, in order to protect the Company’s substantial investment of time and money in the creation and maintenance of its confidential information and good-will with its customers, clients, and collaborators, your offer of employment is contingent upon your signing the Company’s standard Non-Disclosure, Developments and Non-Competition Agreement (the “Agreement”) and your continued willingness to abide by its terms. The Agreement also contains post-employment restrictive covenant provisions. A copy is attached to this Offer as Exhibit A.

By the same token, the Company expects you to abide by and honor the terms of any agreements you may have with your present or prior employers. By signing below, you confirm that you are

not subject to any employment or consulting agreements (including without limitation a non-competition, customer non-solicitation, confidentiality or other similar provision) that would prevent you from fulfilling, or otherwise affect the performance of, your job duties for the Company.

Also, just as the Company regards the protection of our confidential information as a matter of great importance, we also respect that you may have an obligation to your present and/or prior employers to safeguard the confidential information of those companies. The Company respects these obligations, and expects you to honor them as well. To that end, we expect that you have not taken any documents or other confidential information from your employer. Further, we want to make it perfectly clear you should not bring with you to the Company, or use in the performance of your duties for our Company, any proprietary business or technical information, materials or documents of a former employer, or otherwise disclose or use any former employer's confidential information.

**At-Will Employment.** Please note that this offer letter is not a contract of employment for any specific or minimum term and that the employment the Company offers you is terminable at will. This means that either your or the Company may terminate the employment relationship, at any time, for any reason, with or without cause or notice. The at-will nature of the relationship may not be modified except by a formal written employment contract signed by an officer of the Company and expressly stating the company's intent to modify the at-will nature of your employment.

**Governing Law; Waiver of Jury Trial.** The terms and conditions of this offer letter and your employment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof, ***except*** that any rights or obligations established or conferred by the wage-hour or discrimination laws of the state where you primarily reside shall be governed by the laws of that state. In addition, you acknowledge and agree that any action or claim initiated by the Company concerning this offer or your employment shall be exclusively brought in a court of competent jurisdiction in Massachusetts, and you agree to be subject to the personal jurisdiction and venue of the Massachusetts courts. ***Finally, where permitted by law, you agree that any dispute relating to this offer or your employment shall be resolved in a court of competent jurisdiction in by a judge alone, and you waive and forever renounce your right to a trial before a civil jury.***

**Exception As to California Employees.** As to employees who primarily reside and work in California and have any dispute involving any claim or controversy arising in California, this paragraph shall apply (and not the preceding paragraph), and any such dispute shall be resolved in a court or other appropriate forum with competent jurisdiction located in California, and such dispute shall be construed in accordance with the laws of the State of California.

**Entire Agreement; Amendment.** This letter agreement (together with the Nondisclosure, Developments and Non-Competition Agreement, the Relocation Agreement and the Relocation Repayment Agreement contemplated hereby) sets forth the sole and entire agreement and understanding between the Company and you with respect to the specific matters contemplated hereby. No prior agreement, whether written or oral, shall be construed

to change or affect the operation of this letter agreement in accordance with its terms, and any provision of any such prior agreement which conflicts with or contradicts any provision of this letter agreement is hereby revoked and superseded. This letter agreement may be amended or terminated only by a written instrument executed both by you and the Company.

Please indicate your acceptance of this offer and the terms and conditions thereof by signing both this letter agreement, the **Relocation Agreement and Relocation Repayment Agreement** and **Exhibit A**.

This offer will remain in effect until September 18, 2018 and may be accepted by countersigning where indicated at the end of this letter. This offer is contingent on satisfactory references, your satisfactory completion of our standard background check and on you being legally authorized to work in the United States, as required under federal law. Until you have received verification from the Company that the background check contingencies described in this paragraph have been met, we advise you not to resign from your current position.

Sincerely,

**TRIPADVISOR LLC**

By: /s/ Stephen  
Kaufer

Name: Stephen Kaufer  
Title: Chief Executive Officer

I hereby acknowledge that I have had a full and adequate opportunity to read, understand and discuss the terms and conditions contained in this letter agreement prior to signing hereunder.

**Accepted and agreed by:**

/s/ Lindsay Nelson  
**Lindsay Nelson**

Date: September 14, 2018

Exhibit A

Nondisclosure, Developments and Non-Competition Agreement (United States)

(Name: Lindsay Nelson)

THIS NONDISCLOSURE, DEVELOPMENTS AND NON-COMPETITION AGREEMENT, dated September 18, 2018 (this "Agreement"), is between TripAdvisor LLC (hereinafter called the "Company"), and Lindsay Nelson (hereinafter called the "Signatory") and is made for the express benefit and protection of the Company, and any parent, subsidiary, division, unit or affiliate thereof that Signatory provides services to or that Signatory receives Confidential Information from or about (collectively the "Company Group").

WHEREAS, the Signatory is currently, or is about to become an officer, employee, or director of the Company; and

WHEREAS, it is a condition precedent to the commencement or continuation of the Signatory's employment or association with the Company, whether as an officer, employee, or director that the Signatory shall enter into this Agreement with the Company.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto hereby mutually agree as follows:

1. Confidential Information.

(a) For purposes of this Agreement, the term "Confidential Information" shall mean an item of information, or a compilation of information in any form (tangible or intangible), related to the Company Group's business, that the Company Group has not made public or authorized public disclosure of, and that is not generally known to the public through proper means. Confidential Information includes but is not limited to: (A) product designs and formulations, un-patented inventions, and trade secrets; (B) information regarding the Company Group's plans for research and development or for new products; (C) engineering or manufacturing information pertaining to the Company Group or any of its operations or products; (D) information regarding regulatory matters pertaining to the Company Group; (E) information regarding any acquisition, strategic alliance or joint venture effected by the Company Group or any proposed acquisition, strategic alliance or joint venture being considered by the Company Group; (F) information regarding the status or outcome of any negotiations engaged in by the Company Group; (G) information regarding the existence or terms of any commercial contract entered into by the Company Group; (H) information regarding any aspect of the Company Group's intellectual property position; (I) information regarding prices or costs of the Company Group; (J) information regarding any aspect of the Company Group's business strategy, including, without limitation, the Company Group's marketing, selling and distribution strategies; (K) information regarding customers or suppliers of the Company Group; (L) business plans, budgets, unpublished financial statements and unpublished financial data of the Company

Group; (M) information regarding marketing and sales of any actual or proposed product or services of the Company Group; (N) compilations of information which derives its value from the compilation; and (O) any other information that the Company may designate as confidential. The presence of non-confidential items of information within an otherwise confidential compilation of information will not remove the compilation itself (the information in its compiled form) from the protection of this Agreement. Signatory acknowledges that items of Confidential Information are the Company's valuable assets and have economic value, actual or potential, because they are not generally known by the public or others who could use them to their own economic benefit and/or to the competitive disadvantage of the Company, and thus, should be treated as Company's trade secrets.

(b) The Signatory acknowledges that, except to the extent otherwise provided below in this Section 1(b) or in Section 1(d) hereof, all Confidential Information disclosed to or acquired by the Signatory is a valuable, special, and unique asset of the Company Group and is to be held in trust by the Signatory for the Company Group's sole benefit. Except as otherwise provided below in this Section 1(b) or in Section 1(d) hereof, the Signatory shall not, at any time (including, without limitation, after the termination of the Signatory's association with the Company as an employee, officer and/or director), use for himself, herself or others, or disclose or communicate to any person for any reason, any Confidential Information without the prior written consent of the Company. Notwithstanding anything in this Section 1(b) to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Company, (A) the Signatory may disclose or use Confidential Information in performing his, her or its duties and responsibilities to the Company but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his, her or its association with the Company as an employee, officer and/or director; and (B) the Signatory may disclose any Confidential Information pursuant to a request or order of any court or governmental agency, provided that the Signatory promptly notifies the Company of any such request or order and provides reasonable cooperation (at the Company's expense) in the efforts, if any, of the Company to contest or limit the scope of such request or order.

(c) The Signatory acknowledges and agrees that the Company has received, and may receive in the future, confidential or proprietary information from third parties ("Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Third Party Confidential Information and to use it only for certain limited purposes. During the term of the Signatory's association with the Company as an employee, officer and/or director (the "Term") and at all times thereafter, the Signatory shall hold Third Party Confidential Information in the strictest confidence and will not use or disclose to anyone any Third Party Confidential Information, unless expressly authorized in writing by the Company or unless otherwise provided below in this Section 1(c) or in Section 1(d) below. Notwithstanding anything in this Section 1(c) to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Company, (A) the Signatory may disclose or use Third Party Confidential Information in performing his, her or its duties and responsibilities to the Company but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his, her or its association with the Company as an employee, officer and/or director; and (B) the Signatory may disclose any Third Party Confidential

Information pursuant to a request or order of any court or governmental agency, provided that the Signatory promptly notifies the Company of any such request or order and provides reasonable cooperation (at the Company's expense or the expense of such third party) in the efforts, if any, of the Company or such third party to contest or limit the scope of such request or order.

(d) The Signatory's obligations under Section 1(b) and/or Section 1(c) hereof not to use, disclose or communicate Confidential Information or Third Party Confidential Information to any person without the prior written consent of the Company shall not apply to any Confidential Information or Third Party Confidential Information which (i) is or becomes publicly known (as demonstrated by written evidence provided by the Signatory) under circumstances involving no breach by the Signatory of this Agreement and/or (ii) was or is approved for release by the Board of Directors of the Company or an authorized representative of the Company.

(e) If the Signatory is in a management position, he or she shall be presumed to have had involvement with or Confidential Information about all aspects of the Company or any Group Company that he or she was employed with or provided services to except where the Signatory can prove otherwise as to some particular product or service by clear and convincing evidence.

(f) The obligations of the Signatory under this Section 1 are without prejudice, and are in addition, to any other obligations or duties of confidentiality, whether express or implied or imposed by applicable law, that are owed to the Company or any other person to whom the Company owes an obligation of confidentiality, provided the obligation to such other person is known to the signatory.

2. Publication. The Signatory hereby understands that the Company has a compelling business interest in preventing the publication (orally or in writing) of any manuscript, document or information containing Confidential Information, Third Party Confidential Information and/or a description of any unpatented Assigned Invention (as defined in Section 5(a) hereof) and, accordingly, the Signatory hereby agrees to submit to the Company, at least ninety (90) days prior to publication, any manuscript, document or information that the Signatory intends to publish (orally or in writing) and that contains technical or scientific information or information about the Company or its business, in each case for purposes of ascertaining whether such manuscript, document or information contains Confidential Information, Third Party Confidential Information and/or any description of any Assigned Invention (whether or not patented). Notwithstanding the foregoing the Signatory shall not submit, and shall not be required to submit, any portion of any such manuscript, document, or information if and to the extent that such portion contains any confidential information of Third Parties that the Signatory does not have a legal right to disclose to the Company. In the event that the Company determines that any such manuscript, document or information contains Confidential Information, Third Party Confidential Information and/or any description of any Assigned Invention (whether or not patented), then, to the extent requested by the Company, the Signatory shall delete from any such manuscript, document or information any and all references to such Confidential Information, Third Party Confidential Information and/or description of such Assigned

Invention, and all references thereto. The Signatory shall, no later than thirty (30) days prior to such publication, resubmit to the Company a revised draft of any such manuscript, document or information reflecting the deletion such Confidential Information, Third Party Confidential Information and/or description of such Assigned Invention, and all references thereto. Unless and until the Company shall have given its written consent to any proposed publication (orally or in writing) by the Signatory of any manuscript, document or information, the Signatory shall not publish (orally or in writing) all or any portion of such manuscript, document or information. Nothing contained in this Section 2 shall be construed or deemed to limit, change, amend, alter, repeal or invalidate any of the Signatory's obligations under Section 1 of this Agreement.

3. No Improper Disclosure or Use of Materials. The Signatory shall not improperly use or disclose to or for the Company's benefit any confidential information or trade secrets of (i) any former, present or future employer of the Signatory, (ii) any person to whom the Signatory has previously provided, currently provides or may in the future provide consulting or other services or (iii) any other person to whom the Signatory owes an obligation of confidentiality. The Signatory shall not bring onto the premises of the Company any unpublished documents or any property belonging to any person referred to in any of the foregoing clauses (i), (ii) or (iii) unless consented to, in writing, by such person and by the Company.

4. Right to Inspect. The Signatory agrees that any of the Signatory's property situated on the Company's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice, in order to maintain compliance with this Agreement.

5. Inventions; Assignment.

(a) For purposes of this Agreement, the term "Inventions" shall mean all inventions, improvements, developments, ideas, processes, prototypes, plans, drawings, designs, models, formulations, specifications, methods, techniques, shop-practices, discoveries, innovations, creations, technologies, formulas, algorithms, data, computer databases, reports, laboratory notebooks, papers, writings, photographs, source and object codes, software programs, other works of authorship, and know-how (including all records pertaining to any of the foregoing), whether or not reduced to writing and whether or not patented or patentable or registered or registrable under patent, copyright, trademark or similar statute. For purposes of this Agreement, the term "Assigned Inventions" shall mean (i) any and all Inventions that are made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Signatory, either alone or together with others, in the course of performing the Signatory's duties and responsibilities to the Company or in the course of otherwise rendering any services to the Company Group during the Term (regardless of whether or not such Inventions were made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Signatory at the Company Group's facilities or during regular business hours or utilizing resources of the Company Group) or (ii) any and all Inventions that arise out of or are based upon any Confidential Information or Third Party Confidential Information. For purposes of this Agreement, the term "Proprietary Rights" shall mean (x) any and all rights under or in



connection with any patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, service marks, service mark applications, trade names, trade name applications, mask works, trade secrets and/or other intellectual property rights with respect to Assigned Inventions and (y) the goodwill associated with any and all of the rights referred to in the foregoing clause (x).

(b) The Signatory hereby agrees to hold any and all Assigned Inventions and Proprietary Rights in trust for the sole right and benefit of the Company, and the Signatory hereby assigns to the Company all of the Signatory's right, title and interest in and to any and all Assigned Inventions and Proprietary Rights. The Signatory agrees to give the Company prompt written notice of any Assigned Invention or Proprietary Right and agrees to execute such instruments of transfer, assignment, conveyance or confirmation and such other documents as the Company may request to evidence, confirm or perfect the assignment of all of the Signatory's right, title and interest in and to any Assigned Invention or Proprietary Right pursuant to the foregoing provisions of this Section 5(b). The Signatory hereby waives and quitclaims to the Company any and all claims of any nature whatsoever that the Signatory may now or hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

(c) The Signatory hereby acknowledges and agrees that those Assigned Inventions that are original works of authorship protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(d) At the request of the Company, the Signatory will assist the Company in every proper way (including, without limitation, by executing patent applications) to obtain and enforce in any country in the world Proprietary Rights relating to any or all Assigned Inventions. The Signatory's obligation under this Section 5(d) shall continue after the termination of the Signatory's association with the Company as an employee, officer or director. If and to the extent that, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director, the Company requests assistance from the Signatory with respect to obtaining and enforcing in any country in the world any Proprietary Rights relating to Assigned Inventions, the Company shall compensate the Signatory at a reasonable rate for the time actually spent by the Signatory on such assistance.

(e) By this Agreement, the Signatory hereby irrevocably constitutes and appoints the Company as his, her or its attorney-in-fact for the purpose of executing, in the Signatory's name and on his, her or its behalf, (i) such instruments or other documents as may be necessary to evidence, confirm or perfect any assignment pursuant to the provisions of this Section 5 or (ii) such applications, certificates, instruments or documents as may be necessary to obtain or enforce any Proprietary Rights in any country of the world. This power of attorney is coupled with an interest on the part of the Company and is irrevocable.

(f) Without the prior written consent of the Company, the Signatory shall not, at any time (including, without limitation, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director), file, cause to be filed or consent to the filing of any patent, trademark, service mark, trade name

or copyright application with respect to, or claiming, any Assigned Inventions or Proprietary Rights.

(g) The obligations of the Signatory under this Section are without prejudice, and are in addition to, any other obligations or duties of the Signatory, whether express or implied or imposed by applicable law, to assign to the Company all Assigned Inventions and all Proprietary Rights.

Notwithstanding the foregoing, to the extent that the Signatory is an employee and a citizen of California and subject to its law, then Signatory is notified that the foregoing assignment shall not include inventions excluded under Cal. Lab. Code §2870 which provides: “(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of concept or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer”, and to the extent the Signatory is an employee and a citizen of and subject to law of another state which provides a similar limitation on invention assignments then then the Signatory is notified that the foregoing assignment shall not include inventions excluded under such law (namely, Delaware Code Title 19 Section 805; Illinois 765ILCS1060/1-3, "Employees Patent Act"; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-1 through 34-39-3, "Employment Inventions Act"; Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140).

In the event that the Signatory, alone or with others, incorporates into his or her work for Company any inventions, copyright eligible works, trade secrets, trademarks or other items of intellectual property that the Signatory owns or controls and that are not assigned to Company via this Agreement or some prior agreement, then the Signatory hereby grants Company an irrevocable, perpetual, fully paid-up, royalty-free, worldwide license to make, use, sell, reproduce, display, modify, or distribute such item and its derivatives in the Company’s products and services at Company’s discretion and without any obligation to provide attribution, royalties, or other compensation to the Signatory. If the Signatory claims rights to or in any invention or computer program or software created or conceived prior to employment with the Company, then the Signatory will initial where indicated below and attach in writing an Appendix B describing the item (without revealing any trade secrets); and if the Signatory makes no such claim then Signatory so indicates by initialing beside “None” below:

\_\_\_\_\_ None, or \_\_\_\_\_ See Appendix B attached;

If the Signatory fails to initial either option above, it shall be presumed that “None” applies.

(a) The Signatory hereby agrees that, during the period commencing on the date of this Agreement and ending on the effective date of the termination of the Signatory's employment or other association with the Company, the Signatory will remain loyal to the Company and will not engage in any activities that create a conflict of interest. The Signatory understands that it will be a conflict of interest for him or her to pursue business activities that compete with the Company while employed with the Company or engage in material preparations to do so. The Signatory will promptly inform the Company of any business opportunities related to the Company's line of business, and will not pursue any such business opportunities independent from the Company without advance written authorization from the Company to do so.

(b) In view of the unique nature of the business of the Company and the need of the Company to maintain its competitive advantage in the industry, the Signatory hereby agrees that, during the Restricted Period (as defined in Section 6(c) below), the Signatory shall not, directly or indirectly, within the Restricted Area (as defined in Section 6(c) below):

- (i) own an interest in (except as a holder of no more than five percent (5%) of the shares of any publicly traded corporation), finance, control, or otherwise hold a material interest in any Competitive Business (as defined in Section 6(c) below) or any corporation, partnership, limited liability company, business, enterprise, venture or other person or entity that is engaged or participates in any Competitive Business (each, a "Competitive Business Entity"); or
- (ii) engage or participate in, manage, supervise, act as an employee in, consult or provide services to a Competitive Business<sup>1</sup> that are the same as or similar in function or purpose to any services the Signatory provided to the Company or that are otherwise likely to result in the use or disclosure of Confidential Information within the Restricted Area; or
- (iii) solicit (as defined below), knowingly induce or encourage a customer, client, supplier, partner, contributor, employee or other person or entity with whom or with which the Signatory had dealings while associated with the Company, to cease their relationship or reduce business activity conducted with the Company.

SIGNATORY ACKNOWLEDGES THAT THESE RESTRICTIONS SHALL APPLY AND BE

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<sup>1</sup>Provided, however, that if Signatory is an employee and resides in and is subject to the law of Virginia, then the language in Section 6(b) which says "or that are otherwise likely to result in the use or disclosure of Confidential Information" shall not apply.

**California Exception:** If Signatory is an employee who works primarily in California and is subject to its laws, then:

- (A) the above provisions of this Section 6(b) of the Agreement shall not apply to him or her;
- (B) he or she shall in all respects remain prohibited from using Company Group's customer lists and related information, as well as other Confidential Information and other information that qualifies for trade secret protection to aid in competition with the Company Group or with the solicitation of or interference with its business relationships;
- (C) Signatory is prohibited, during the Restricted Period (as defined in Section 6(c) below), from soliciting (as defined below) or knowingly inducing or encouraging a customer, client, supplier, partner, or contributor about which Signatory had Confidential Information and/or trade secrets while associated with the Company, to cease their relationship or reduce business activity conducted with the Company, provided that this subsection shall not apply to the extent that said customer, etc. disclosed the Confidential Information/trade secret to the Signatory prior to the solicitation;
- (D) Signatory is prohibited, during the Restricted Period (as defined in Section 6(c) below), from soliciting an employee of the Company to cease his/her employment with the Company or assisting others to do so; and
- (E) The Company and Signatory agree that these provisions (B) to (D), inclusive, are expressly intended to protect the Company's and its customers' Confidential Information and trade secrets, and to protect against unfair trade practices due to the use of same.

(c) For purposes of this Section 6, the following terms shall have the meanings provided therefor below:

"Competitive Business" shall mean any business engaged in online services relating to reviews and recommendations; travel meta search; travel (including hotel, vacation rental, air, rail, cruise, tour, restaurants, activities and attractions); travel itinerary management and/or administration, and industries that could reasonably be construed as being competitive with any business engaged in or to be engaged in by the Company Group, or that the Company Group is contemplating engaging in, that Signatory has involvement with or Confidential Information about at any time or from time to time prior to the termination of the Signatory's association with the Company as an employee, consultant, officer and/or director. By way of example, Competitive Business Entities include, but are not limited to, Expedia, Inc. (including without limitation Expedia.com, Hotels.com, HomeAway and other companies that it owns or operates), Priceline Group, Inc. (including without limitation booking.com, Kayak, OpenTable and other companies that it owns or

operates), Airbnb, trivago N.V. and Google Travel. The Company Group competes in a dynamic changing business environment, and companies in addition to those specifically listed may be considered to be a Competitive Business Entity.

“Restricted Area” will depend upon the Signatory’s position:

- (i) If the Signatory is in a position where he or she is provided Confidential Information that is not geographically limited to an assigned location or territory (such as an upper level management position), then the Restricted Area means any country in the world where the Company Group is engaged, or is planning to engage, in business which is the same as or similar to the Competitive Business, and in, for which, or in relation to which, during the two year period preceding the last day of the Signatory’s employment with the Company, the Signatory, or any individual under his or her direct or indirect supervision, performed material duties for the Company Group; or
- (ii) If the Signatory is in a position with responsibilities and Confidential Information that are limited to an assigned territory or territories during the two-year period preceding the last day of the Signatory’s employment, then the Restricted Area shall be the specific geographic territory or territories assigned to the Signatory or any individual under his or her direct or indirect supervision.

“Restricted Period” shall mean the period commencing on the date of this Agreement and ending one year after the effective date of the termination of the Signatory's association with the Company as an employee, officer or director.

“Solicit” and related terms such as “soliciting” or engaging in “solicitation” mean to engage in contacts, acts, or communications, whether directly engaged in by the Signatory in person or indirectly engaged in through the use or control of others, that cause or induce, attempt to cause or induce, or can be reasonably expected to cause or induce a party to engage in a particular action or conduct, regardless of who first initiates the contact or communication, or whether or not the communication at issue is in response to a request for information or not.

(d) The time periods provided for in this Section 6 shall be extended for a period of time equal to any period of time in which the Signatory shall be in violation of any provision of this Section 6 and any period of time required for litigation to enforce the provisions of this Section 6. If at any time the provisions of this Section 6 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 6 shall be considered divisible and shall become and be automatically amended to apply only to such area, duration and scope of activity as shall be determined to be reasonable by the court or other body having jurisdiction over the matter; and the Signatory agrees that this Section 6, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

7. Return of Documents. The Signatory will promptly deliver to the Company, upon the termination of the Signatory's association with the Company as an employee, officer and/or director or, if earlier, upon the request of the Company, all documents and other tangible media (including all originals, copies, reproductions, digests, abstracts, summaries, analyses, notes, notebooks, drawings, manuals, memoranda, records, reports, plans, specifications, devices, formulas, storage media, including software, and computer printouts) in the Signatory's actual or constructive possession or control that contain, reflect, disclose or relate to any Confidential Information, Third Party Confidential Information, Assigned Inventions or Proprietary Rights. The Signatory will destroy any related computer entries on equipment or media not owned by the Company.

8. No Use of Name, Etc. Without the prior written consent of the Company, the Signatory shall not, at any time (including, without limitation, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director), use, for himself or herself or on behalf of any other person, any name that is identical or similar to or likely to be confused with the name of the Company or the name of any product or service produced or provided by the Company. Without the prior written consent of the Company, the Signatory shall not, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director, directly or indirectly represent himself or herself, whether on his, her or its behalf or on behalf of any other person, as then being in any way connected or associated with the Company.

9. Use of Voice, Image and Likeness. Signatory gives the Company permission to use any and all of the Signatory's voice, image and likeness, with or without using his/her name, in connection with the products and/or services of the Company, for the purposes of advertising and promoting such products and/or services and/or the Company, and/or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

10. Commitment to Company; Avoidance of Conflict of Interest. While an employee of the Company, the Signatory will devote his/her full business/professional time and attention to the Company's business. The Signatory also agrees that s/he will not engage in any other business activity that conflicts with his or her duties to the Company (e.g., being employed by, associated with or having a financial interest in a Company customer, vendor, supplier or any entity engaged in business with the Company) or otherwise violates the Code of Conduct, unless the Signatory receives prior approval in writing from a representative of the Legal Department. The Signatory will take whatever action is requested of him/her by the Company to resolve any conflict or appearance of conflict that it finds to exist.

11. Non-disparagement. Prior to and following the date the Signatory's employment or association with the Company terminates, Signatory agrees to refrain from publicly or privately taking actions or making statements, written or oral, which are vulgar, obscene, threatening, intimidating, harassing, or a violation of the Company's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected status, or characteristic, or which are defamatory, false or might reasonably be expected to be defamatory or false.

12. No Conflicting Obligation. The Signatory represents that the Signatory is free to enter into this Agreement and that the Signatory's performance of all of the terms of this Agreement and of all of the Signatory's duties and responsibilities as an employee, officer and/or director of the Company do not and will not breach (i) any agreement to keep in confidence information acquired by the Signatory in confidence or in trust, (ii) any agreement to assign to any third party inventions made by the Signatory and/or (iii) any agreement not to compete against the business of any third party. The Signatory further represents that he has not made and will not make any agreements in conflict with this Agreement.

13. Unique Nature of Agreement; Specific Enforcement. The Company and the Signatory agree and acknowledge that the rights and obligations set forth in this Agreement are of a unique and special nature and that the Company is, therefore, without an adequate legal remedy in the event of the Signatory's violation of any of the covenants set forth in this Agreement. The Company and the Signatory agree, therefore, that, in addition to all other rights and remedies, at law or in equity or otherwise, that may be available to the Company, each of the covenants made by the Signatory under this Agreement (including, without limitation, the covenants made by the Signatory herein) shall be enforceable by injunction, specific performance or other equitable relief, without any requirement that the Company have to post a bond or that the Company have to prove any damages, and recovery of its attorneys' fees and costs incurred in securing such relief.<sup>2</sup> The Signatory hereby agrees, in connection with any action or proceeding to enforce any provisions of this Agreement, to waive any claim or defense that the Company has an adequate remedy at law.

14. Miscellaneous.

14.1. Exit Interview. If and when Signatory departs from the Company, Signatory may be required to attend an exit interview and sign an acknowledgement form to reaffirm Signatory's acceptance and acknowledgement of the obligations set forth in this Agreement. During the Restricted Period following termination of Signatory's association with the Company as an employee, officer or director, Signatory will notify the Company of any change in his/her address and of each subsequent employment or business activity, including the name and address of Signatory's employer or other post-Company employment plans and the nature of Signatory's activities.

14.2. At-Will Employment/Association. The Signatory agrees and understands that nothing in this Agreement shall confer on the Signatory any right with

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<sup>22</sup> Provided, however, that if Employee resides in and is subject to the law of California, or another state that would convert this recovery of attorney's fees provision to a reciprocal obligation or an obligation where the prevailing party would recover fees and costs, then such recovery of attorneys' fees and costs provision shall not apply and each party will bear its own attorneys' fees and costs.

respect to continuation of the Signatory's association with the Company as an employee, officer and/or director, nor shall it interfere in any way with the Signatory's right or the Company's right to terminate the Signatory's association with the Company as an employee, officer and/or director at any time, with or without cause.

14.3. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the arrangements contemplated hereby. No prior agreement, whether written or oral, shall be construed to change, amend, alter, repeal or invalidate this Agreement. Signatory agrees that any Confidential Information received by him/her in the course of the Signatory's employment and subject to a prior agreement between the Signatory and the Company as to confidentiality, remains confidential and shall be subject to the terms of this Agreement. Signatory further agrees that his/her obligations regarding Assigned Inventions and Proprietary Rights under any prior agreement between the Signatory and the Company are subject to the terms of this Agreement. This Agreement may be amended only by a written instrument executed in one or more counterparts by the parties.

14.4. Waiver. No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any of the same or any other obligations hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder and no waiver hereunder shall be effective unless it is in writing, executed by the party waiving the breach or default hereunder.

14.5. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Company for no additional consideration and without Signatory's consent to any Affiliate of the Company and to a successor of its business to which this Agreement relates (whether by purchase or otherwise). "Affiliate of the Company" means any person which, directly or indirectly, controls or is controlled by or is under common control with the Company and, for the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another whether through the ownership of voting securities or holding of office in another, by contract or otherwise. The Signatory may not assign or transfer any or all of his, her or its rights or obligations under this Agreement.

14.6. Jurisdiction and Venue; Waiver of Jury Trial. In case of any dispute hereunder, the parties will submit to the exclusive jurisdiction and venue of any court of competent jurisdiction in Massachusetts, and will comply with all requirements necessary to give such court jurisdiction over the parties and the controversy. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL, WHERE PERMITTED BY LAW.

14.6.1. Exception As to California Employees. As to any Signatory who primarily resides and works in California and has any dispute hereunder involving any claim or



controversy arising in California, this section 14.6.1 shall apply instead of the previous paragraph (14.6), and any such dispute shall be resolved in a court or other appropriate forum with competent jurisdiction located in California.

14.7. Severability. All headings and subdivisions of this Agreement are for reference only and shall not affect its interpretation. In the event that any provision of this Agreement should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so as to be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being impaired or invalidated in any way.

14.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, excluding choice of law rules thereof.

14.8.1. Exception As to California Employees. As to any Signatory who primarily resides and works in California and has any dispute hereunder involving any claim or controversy arising in California, this section 14.8.1 shall apply instead of the previous paragraph (14.8), and any such dispute shall be construed in accordance with the laws of The State of California.

14.9. Disclosure. The Signatory shall disclose the existence and terms of this Agreement to any employer or other person that the Signatory may work for or be engaged by during the Term and thereafter. The Signatory agrees that the Company may provide a copy of this Agreement to any business or enterprise (i) which the Signatory may directly or indirectly own, manage, operate, finance, join, control or participate in the ownership, management, operation, financing, or control of, or (ii) with which the Signatory may be connected with as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise, or in connection with which the Signatory may use or permit the Signatory's name to be used. The Signatory will provide the names and addresses of any of such persons or entities as the Company may from time to time reasonably request.

14.10. Notices. Any notice, demand, request or other communication hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or telecopied with a confirmation copy by regular, certified or overnight mail, postage prepaid, or sent by electronic mail with a confirmation copy by regular, certified or overnight mail, postage prepaid, to such party at the address, telecopier number or email address, as the case may be, set forth below or such other address, telecopier number, or email address, as the case may be, as may hereafter be designated in writing by the addressee to the addressor listing all parties:

(i) if to the Company, to:

TripAdvisor LLC  
400 1st Avenue  
Needham, MA 02494  
Attention: General Counsel

if to the Signatory, to:  
Lindsay Nelson

All such notices, requests and other communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of mail, on the third day following deposit into the mail; (iii) in the case of facsimile transmission, when confirmed by facsimile machine report, and (iv) in the case of electronic mail, upon receipt of an electronic message confirming delivery.

14.11 Communications With Governmental Entities. Nothing in this Agreement, including but not limited to Sections 1, 2 and 11, prohibits Signatory from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Signatory does not need the prior authorization of the Company to make any such reports or disclosures and Signatory is not required to notify the company that he has made such reports or disclosures.

Further, notwithstanding anything in this Agreement to the contrary, Signatory shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any trade secret of the Company if the disclosure is (a) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of or reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

14.12 NLRA Rights. Nothing in this Agreement, including but not limited to Sections 1, 2, 8 and 11, is intended to limit Signatory's right to engage in protected, concerted activities under the National Labor Relations Act.

THE SIGNATORY HAS HAD SUFFICIENT TIME TO READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. The parties enter into this Agreement voluntarily and will not claim it was entered into under coercion or duress, or without full knowledge of its terms. **IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed and delivered this Agreement as an instrument under seal as of the date first above written.

ACKNOWLEDGED AND AGREED AS OF THE EFFECTIVE DATE:

**Signatory**

/s/ Lindsay Nelson

Name: Lindsay Nelson

Date: September 14, 2018

ACCEPTED:

**TRIPADVISOR LLC**

Sign: /s/ Stephen Kaufer

Title: Chief Executive Officer

Date: September 14, 2018

Please Initial: \_\_\_\_\_

Revised October 2017

February 13, 2019

Kanika Soni

Dear Kanika,

We are pleased to extend you this offer of employment as President, Hotels at TripAdvisor, LLC, (the "Company"), subject to the terms and conditions of employment described below. This offer will remain in effect until February 19, 2019 and may be accepted by countersigning where indicated at the end of this letter. This offer is contingent on satisfactory references, your satisfactory completion of our standard background check and on you being legally authorized to work in the United States, as required under federal law. Until you have received verification from the Company that the background check contingencies described in this paragraph have been met, we advise you not to resign from your current position.

We are excited about the contributions that we expect you will make to the success of the Company and would like your employment to begin as soon as possible. Accordingly, we and you mutually agree to a start date no later than April 15, 2019 (the "Start Date"). You will report to Stephen Kaufer, Chief Executive Officer and work out of the Company's Needham, MA office.

Duties and Extent of Service. As President, Hotels for the Company, you will have responsibility for performing those duties as are customary for, and are consistent with, such position, as well as those duties as the Company may from time to time designate. You agree to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein which may be adopted from time to time by the Company. You will be expected to devote your full business time and effort to the business and affairs of the Company.

Compensation. In consideration of your employment with the Company, the Company will pay you a base salary of \$480,000 per year, which equates to approximately \$18,461.54 dollars bi-weekly, representing payment for all hours worked by you for the Company, less applicable taxes and withholding, payable in accordance with the Company's standard payroll practices.

You will also be eligible for an annual target bonus opportunity of 90% of your base salary, less applicable taxes and withholding, subject to the achievement of individual and Company objectives. These objectives are set unilaterally by the Company as part of its management authority and are subject to change at any time. For 2019 only, the amount of your annual bonus is guaranteed to be no less than your full annual target, or \$432,000, less applicable taxes and withholdings, provided you remain eligible as described in

this paragraph. Thereafter, the Company may make adjustments in the targeted amount of your annual bonus in its discretion. Whether the bonus is awarded and in what amount is at the sole discretion of the Company. Eligibility for a bonus in any year (including 2019) is contingent upon your employment by the Company at the time of the bonus payout, which will be at the same time as the Company generally pays bonuses to similarly situated employees. Further eligibility requirements may be governed by plans and policies concerning the payment of incentive compensation as may be in effect from time to time.

New Hire Grant. As described herein, in consideration of your acceptance of the attached Non-Disclosure, Developments and Non-Competition Agreement, the Company would like to present you a “new-hire award” of (i) restricted stock units (“RSUs”) that may be settled with shares of common stock, par value \$0.001 (“Common Stock”), of TripAdvisor, Inc. (“TripAdvisor”) the Company’s ultimate parent, with a value (as calculated below) of \$2,000,000 (USD) and (ii) options to purchase shares of Common Stock (“Stock Options”) with a value (as calculated below) of \$2,000,000 (USD). This is a one-time new hire grant of RSUs and Stock Options that is made pursuant to the terms of the TripAdvisor, Inc. 2018 Stock and Annual Incentive Plan (the “2018 Plan”), and is made subject to approval of the Compensation Committee of the Board of Directors of TripAdvisor (the “Compensation Committee”). The number of RSUs granted will be determined based on the award value of \$2,000,000 divided by the closing price of Common Stock on the grant date (as defined below), rounded down to the nearest whole share. The number of Stock Options granted will be determined by dividing the award value of \$2,000,000 by the Black-Scholes value of stock options (as determined by the Company, in its sole discretion, using the closing price of Common Stock on the grant date), rounded down to the nearest whole number. Both RSU and Stock Option awards will vest 25% on each of the first four anniversaries of the grant date, subject to earlier forfeiture in the event of your termination of employment, in such case as more specifically described in the 2018 Plan. The Grant Date (for these awards and the award described below) will be the later of (i) the Start Date, and (ii) the date the awards are approved by the Compensation Committee. We will endeavor to have the awards approved as soon as possible following the date we receive back the signed offer letter. Once approved, you will receive additional information, including how you can access an electronic copy of the 2018 Plan and other equity award agreements, which will govern the terms of the RSUs and Stock Options. In the event of any conflict or ambiguity between this letter, on the one hand, and the 2018 Plan or your equity agreements, on the other hand, the 2018 Plan and the equity agreements will govern.

Additional Grant One. As described herein, in consideration of your acceptance of the attached Non-Disclosure, Developments and Non-Competition Agreement, the Company would like to present to you another award of additional RSUs with a value of \$1,000,000 (USD). This award will vest 25% on each of the first four anniversaries of the Grant Date, subject to earlier forfeiture in the event of your separation of employment, in such case as more specifically described in the 2018 Plan. This grant is also being made pursuant to the 2018 Plan and the same rules above apply with respect to approval, documentation and pricing.

Sign-on bonus. In addition, in consideration of your acceptance of the attached Non-Disclosure, Developments and Non-Competition Agreement, we are pleased to offer you a one-time lump sum signing bonus of \$200,000. This bonus will be paid to you with your first regular paycheck. Please note that this signing bonus will be reported as income to you and

payroll taxes will be withheld. In the event you voluntarily terminate your employment or you are terminated by the Company (except for position elimination) at any time prior to your first year anniversary of employment with the Company, you are required to repay the Company for the total of such sign-on bonus, and to the maximum extent permitted by applicable law, you hereby authorize and direct the Company to deduct as a valid set-off of wages, any amount of the sign-on bonus owed from your final wages and any accrued and unused vacation pay, any performance bonus/incentive compensation, outstanding expense report, and/or any other payments or compensation otherwise owed to you by the Company. However, your final paycheck will not be reduced below the applicable minimum wage. If the full amount cannot be deducted from your final paycheck, you expressly agree to pay back any amounts needed to fully reimburse the Company within thirty (30) days of your termination.

**Severance.** In your role as President, Hotels, you will be eligible to participate in the TripAdvisor, Inc. Executive Severance Plan (“ESP”). Under the terms of the ESP, you will be eligible to receive certain severance benefits under certain circumstances, including the involuntary termination of your employment by the Company without Cause, and in connection with a Change in Control, the involuntary termination of your employment or resignation for Good Reason, as each of the foregoing terms is defined in the ESP. The foregoing is intended only as an informational summary of the ESP, a copy of which is attached, and the Company reserves the right to modify the terms of the ESP in its sole discretion at any time.

**Benefits.** As a regular, full-time employee, you will be eligible to participate in the employee benefit program that the Company offers to its employees in comparable positions, which currently include Health, Dental, Life and Disability Insurance, matching 401(k) Plan, and Sick Time, subject to plan terms and generally applicable Company policies. As part of your benefits program, you are entitled to accrue up to twenty (20) days of paid vacation, which is pro-rated based on your start date. Descriptions of the Company’s benefits will be available upon request. The Company retains the right to amend, modify, or cancel any benefits program. Where a particular benefit is subject to a formal plan (for example, medical insurance or 401(k)), eligibility to participate in and receive any particular benefit is governed solely by the applicable plan document.

**Relocation:** The Company is committed to providing you with the necessary assistance that will allow you to make a smooth transition to your new job location. You will be eligible to receive a relocation benefit to assist you in your move from Los Angeles, CA to the greater Needham, MA area. Enclosed is a Relocation Agreement outlining the program benefits and rules. The relocation benefit is provided to you in good faith with the expectation that you will continue your employment with the Company for a minimum period of at least twelve months. As a result, in order to receive this benefit, the Company will require you to sign and agree to the terms and conditions in the attached Relocation Payment Agreement, as well as the Relocation Agreement.

**Nondisclosure, Developments and Non-Competition.** As part of your employment with the Company, you will be exposed to, and provided with, valuable confidential and/or trade secret information concerning the Company and its present and future business plans and operations.

As a result, in order to protect the Company's substantial investment of time and money in the creation and maintenance of its confidential information and good-will with its customers, clients, and collaborators, your offer of employment, the new hire equity grants and the sign-on bonus are contingent upon your signing the Company's standard Non-Disclosure, Developments and Non-Competition Agreement (the "Agreement") and your continued willingness to abide by its terms. The Agreement also contains post-employment restrictive covenant provisions. A copy is attached to this Offer as Exhibit A.

By the same token, the Company expects you to abide by and honor the terms of any agreements you may have with your present or prior employers. By signing below, you confirm that you are not subject to any employment or consulting agreements (including without limitation a non-competition, customer non-solicitation, confidentiality or other similar provision) that would prevent you from fulfilling, or otherwise affect the performance of, your job duties for the Company.

Also, just as the Company regards the protection of our confidential information as a matter of great importance, we also respect that you may have an obligation to your present and/or prior employers to safeguard the confidential information of those companies. The Company respects these obligations, and expects you to honor them as well. To that end, we expect that you have not taken any documents or other confidential information from your employer. Further, we want to make it perfectly clear you should not bring with you to the Company, or use in the performance of your duties for our Company, any proprietary business or technical information, materials or documents of a former employer, or otherwise disclose or use any former employer's confidential information.

At-Will Employment. Please note that this offer letter is not a contract of employment for any specific or minimum term and that the employment the Company offers you is terminable at will. This means that either your or the Company may terminate the employment relationship, at any time, for any reason, with or without cause or notice. The at-will nature of the relationship may not be modified except by a formal written employment contract signed by an officer of the Company and expressly stating the company's intent to modify the at-will nature of your employment.



Governing Law; Waiver of Jury Trial. The terms and conditions of this offer letter and your employment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof, **except** that any rights or obligations established or conferred by the wage-hour or discrimination laws of the state where you primarily reside shall be governed by the laws of that state. In addition, you acknowledge and agree that any action or claim initiated by the Company concerning this offer or your employment shall be exclusively brought in a court of competent jurisdiction in Massachusetts, and you agree to be subject to the personal jurisdiction and venue of the Massachusetts courts. ***Finally, where permitted by law, you agree that any dispute relating to this offer or your employment shall be resolved in a court of competent jurisdiction in by a judge alone, and you waive and forever renounce your right to a trial before a civil jury.***

Exception As to California Employees. As to employees who primarily reside and work in California and have any dispute involving any claim or controversy arising in California, this paragraph shall apply (and not the preceding paragraph), and any such dispute shall be resolved in a court or other appropriate forum with competent jurisdiction located in California, and such dispute shall be construed in accordance with the laws of The State of California.

Entire Agreement; Amendment. This letter agreement (together with the Nondisclosure, Developments and Non-Competition Agreement, the Relocation Agreement and the Relocation Repayment Agreement contemplated hereby) sets forth the sole and entire agreement and understanding between the Company and you with respect to the specific matters contemplated hereby. No prior agreement, whether written or oral, shall be construed to change or affect the operation of this letter agreement in accordance with its terms, and any provision of any such prior agreement which conflicts with or contradicts any provision of this letter agreement is hereby revoked and superseded. This letter agreement may be amended or terminated only by a written instrument executed both by you and the Company.

We are excited to have you on the team! Please indicate your acceptance of this offer and the terms and conditions thereof by signing both this letter agreement, the **Relocation Agreement and Relocation Repayment Agreement** and **Exhibit A**.

Sincerely,

**TRIPADVISOR LLC**

By: /s/ Stephen  
Kaufer

Name: Stephen Kaufer  
Title: Chief Executive Officer

I hereby acknowledge that I have had a full and adequate opportunity to read, understand and discuss the terms and conditions contained in this letter agreement prior to signing hereunder.

**Accepted and agreed by:**

/s/ Kanika Soni  
**Kanika Soni**

Date: February 13, 2019

Nondisclosure, Developments and Non-Competition Agreement (Massachusetts Exempt)  
(Name: Kanika Soni)

THIS NONDISCLOSURE, DEVELOPMENTS AND NON-COMPETITION AGREEMENT, effective as of the date first written below, (this "Agreement"), is between TripAdvisor LLC, a Delaware limited liability company (hereinafter called the "Company"), and Kanika Soni (hereinafter called the "Signatory") and is made for the express benefit and protection of the Company, and any parent, subsidiary, division, unit or affiliate thereof that Signatory provides services to or that Signatory receives Confidential Information from or about (collectively the "Company Group").

WHEREAS, the Signatory is currently, or is about to become an officer, employee, or director of the Company;  
WHEREAS, the Signatory is being offered equity grants and a sign-on bonus; and

WHEREAS, it is a condition precedent to the receipt of the equity grants and the sign-on bonus, and the commencement or continuation of the Signatory's employment or association with the Company, whether as an officer, employee, or director that the Signatory shall enter into this Agreement with the Company.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto hereby mutually agree as follows:

1. Confidential Information.

(a) For purposes of this Agreement, the term "Confidential Information" shall mean an item of information, or a compilation of information in any form (tangible or intangible), related to the Company Group's business, that the Company Group has not made public or authorized public disclosure of, and that is not generally known to the public through proper means. Confidential Information includes but is not limited to: (A) product designs and formulations, un-patented inventions, and trade secrets; (B) information regarding the Company Group's plans for research and development or for new products; (C) engineering or manufacturing information pertaining to the Company Group or any of its operations or products; (D) information regarding regulatory matters pertaining to the Company Group; (E) information regarding any acquisition, strategic alliance or joint venture effected by the Company Group or any proposed acquisition, strategic alliance or joint venture being considered by the Company Group; (F) information regarding the status or outcome of any negotiations engaged in by the Company Group; (G) information regarding the existence or terms of any commercial contract entered into by the Company Group; (H) information regarding any aspect of the Company Group's intellectual property position; (I) information regarding prices or costs of the Company Group; (J) information regarding any aspect of the Company Group's business strategy, including, without limitation, the Company Group's marketing, selling and distribution strategies; (K) information regarding customers or suppliers of the Company Group; (L) business plans,

budgets, unpublished financial statements and unpublished financial data of the Company Group; (M) information regarding marketing and sales of any actual or proposed product or services of the Company Group; (N) compilations of information which derives its value from the compilation; and (O) any other information that the Company may designate as confidential. The presence of non-confidential items of information within an otherwise confidential compilation of information will not remove the compilation itself (the information in its compiled form) from the protection of this Agreement. Signatory acknowledges that items of Confidential Information are the Company's valuable assets and have economic value, actual or potential, because they are not generally known by the public or others who could use them to their own economic benefit and/or to the competitive disadvantage of the Company, and thus, should be treated as Company's trade secrets.

(b) The Signatory acknowledges that, except to the extent otherwise provided below in this Section 1(b) or in Section 1(d) hereof, all Confidential Information disclosed to or acquired by the Signatory is a valuable, special, and unique asset of the Company Group and is to be held in trust by the Signatory for the Company Group's sole benefit. Except as otherwise provided below in this Section 1(b) or in Section 1(d) hereof, the Signatory shall not, at any time (including, without limitation, after the termination of the Signatory's association with the Company as an employee, officer and/or director), use for himself, herself or others, or disclose or communicate to any person for any reason, any Confidential Information without the prior written consent of the Company. Notwithstanding anything in this Section 1(b) to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Company, (A) the Signatory may disclose or use Confidential Information in performing his, her or its duties and responsibilities to the Company but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his, her or its association with the Company as an employee, officer and/or director; and (B) the Signatory may disclose any Confidential Information pursuant to a request or order of any court or governmental agency, provided that the Signatory promptly notifies the Company of any such request or order and provides reasonable cooperation (at the Company's expense) in the efforts, if any, of the Company to contest or limit the scope of such request or order.

(c) The Signatory acknowledges and agrees that the Company has received, and may receive in the future, confidential or proprietary information from third parties ("Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Third Party Confidential Information and to use it only for certain limited purposes. During the term of the Signatory's association with the Company as an employee, officer and/or director (the "Term") and at all times thereafter, the Signatory shall hold Third Party Confidential Information in the strictest confidence and will not use or disclose to anyone any Third Party Confidential Information, unless expressly authorized in writing by the Company or unless otherwise provided below in this Section 1(c) or in Section 1(d) below. Notwithstanding anything in this Section 1(c) to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Company, (A) the Signatory may disclose or use Third Party Confidential Information in performing his, her or its duties and responsibilities to the Company but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his, her or its association with the Company as an employee,

officer and/or director; and (B) the Signatory may disclose any Third Party Confidential Information pursuant to a request or order of any court or governmental agency, provided that the Signatory promptly notifies the Company of any such request or order and provides reasonable cooperation (at the Company's expense or the expense of such third party) in the efforts, if any, of the Company or such third party to contest or limit the scope of such request or order.

(d) The Signatory's obligations under Section 1(b) and/or Section 1(c) hereof not to use, disclose or communicate Confidential Information or Third Party Confidential Information to any person without the prior written consent of the Company shall not apply to any Confidential Information or Third Party Confidential Information which (i) is or becomes publicly known (as demonstrated by written evidence provided by the Signatory) under circumstances involving no breach by the Signatory of this Agreement and/or (ii) was or is approved for release by the Board of Directors of the Company or an authorized representative of the Company.

(e) If the Signatory is in a management position, he or she shall be presumed to have had involvement with or Confidential Information about all aspects of the Company or any Group Company that he or she was employed with or provided services to except where the Signatory can prove otherwise as to some particular product or service by clear and convincing evidence.

(f) The obligations of the Signatory under this Section 1 are without prejudice, and are in addition, to any other obligations or duties of confidentiality, whether express or implied or imposed by applicable law, that are owed to the Company or any other person to whom the Company owes an obligation of confidentiality, provided the obligation to such other person is known to the signatory.

2. **Publication.** The Signatory hereby understands that the Company has a compelling business interest in preventing the publication (orally or in writing) of any manuscript, document or information containing Confidential Information, Third Party Confidential Information and/or a description of any unpatented Assigned Invention (as defined in Section 5(a) hereof) and, accordingly, the Signatory hereby agrees to submit to the Company, at least ninety (90) days prior to publication, any manuscript, document or information that the Signatory intends to publish (orally or in writing) and that contains technical or scientific information or information about the Company or its business, in each case for purposes of ascertaining whether such manuscript, document or information contains Confidential Information, Third Party Confidential Information and/or any description of any Assigned Invention (whether or not patented). Notwithstanding the foregoing the Signatory shall not submit, and shall not be required to submit, any portion of any such manuscript, document, or information if and to the extent that such portion contains any confidential information of Third Parties that the Signatory does not have a legal right to disclose to the Company. In the event that the Company determines that any such manuscript, document or information contains Confidential Information, Third Party Confidential Information and/or any description of any Assigned Invention (whether or not patented), then, to the extent requested by the Company, the Signatory shall delete from any such manuscript, document or information any and all references to such Confidential

Information, Third Party Confidential Information and/or description of such Assigned Invention, and all references thereto. The Signatory shall, no later than thirty (30) days prior to such publication, resubmit to the Company a revised draft of any such manuscript, document or information reflecting the deletion such Confidential Information, Third Party Confidential Information and/or description of such Assigned Invention, and all references thereto. Unless and until the Company shall have given its written consent to any proposed publication (orally or in writing) by the Signatory of any manuscript, document or information, the Signatory shall not publish (orally or in writing) all or any portion of such manuscript, document or information. Nothing contained in this Section 2 shall be construed or deemed to limit, change, amend, alter, repeal or invalidate any of the Signatory's obligations under Section 1 of this Agreement.

3. No Improper Disclosure or Use of Materials. The Signatory shall not improperly use or disclose to or for the Company's benefit any confidential information or trade secrets of (i) any former, present or future employer of the Signatory, (ii) any person to whom the Signatory has previously provided, currently provides or may in the future provide consulting or other services or (iii) any other person to whom the Signatory owes an obligation of confidentiality. The Signatory shall not bring onto the premises of the Company any unpublished documents or any property belonging to any person referred to in any of the foregoing clauses (i), (ii) or (iii) unless consented to, in writing, by such person and by the Company.

4. Right to Inspect. The Signatory agrees that any of the Signatory's property situated on the Company's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice, in order to maintain compliance with this Agreement.

5. Inventions; Assignment.

(a) For purposes of this Agreement, the term "Inventions" shall mean all inventions, improvements, developments, ideas, processes, prototypes, plans, drawings, designs, models, formulations, specifications, methods, techniques, shop-practices, discoveries, innovations, creations, technologies, formulas, algorithms, data, computer databases, reports, laboratory notebooks, papers, writings, photographs, source and object codes, software programs, other works of authorship, and know-how (including all records pertaining to any of the foregoing), whether or not reduced to writing and whether or not patented or patentable or registered or registrable under patent, copyright, trademark or similar statute. For purposes of this Agreement, the term "Assigned Inventions" shall mean (i) any and all Inventions that are made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Signatory, either alone or together with others, in the course of performing the Signatory's duties and responsibilities to the Company or in the course of otherwise rendering any services to the Company Group during the Term (regardless of whether or not such Inventions were made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Signatory at the Company Group's facilities or during regular business hours or utilizing resources of the Company Group) or (ii) any and all Inventions that arise out of or are based upon any Confidential Information or Third Party Confidential Information. For purposes of this

Agreement, the term "Proprietary Rights" shall mean (x) any and all rights under or in connection with any patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, service marks, service mark applications, trade names, trade name applications, mask works, trade secrets and/or other intellectual property rights with respect to Assigned Inventions and (y) the goodwill associated with any and all of the rights referred to in the foregoing clause (x).

(b) The Signatory hereby agrees to hold any and all Assigned Inventions and Proprietary Rights in trust for the sole right and benefit of the Company, and the Signatory hereby assigns to the Company all of the Signatory's right, title and interest in and to any and all Assigned Inventions and Proprietary Rights. The Signatory agrees to give the Company prompt written notice of any Assigned Invention or Proprietary Right and agrees to execute such instruments of transfer, assignment, conveyance or confirmation and such other documents as the Company may request to evidence, confirm or perfect the assignment of all of the Signatory's right, title and interest in and to any Assigned Invention or Proprietary Right pursuant to the foregoing provisions of this Section 5(b). The Signatory hereby waives and quitclaims to the Company any and all claims of any nature whatsoever that the Signatory may now or hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

(c) The Signatory hereby acknowledges and agrees that those Assigned Inventions that are original works of authorship protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(d) At the request of the Company, the Signatory will assist the Company in every proper way (including, without limitation, by executing patent applications) to obtain and enforce in any country in the world Proprietary Rights relating to any or all Assigned Inventions. The Signatory's obligation under this Section 5(d) shall continue after the termination of the Signatory's association with the Company as an employee, officer or director. If and to the extent that, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director, the Company requests assistance from the Signatory with respect to obtaining and enforcing in any country in the world any Proprietary Rights relating to Assigned Inventions, the Company shall compensate the Signatory at a reasonable rate for the time actually spent by the Signatory on such assistance.

(e) By this Agreement, the Signatory hereby irrevocably constitutes and appoints the Company as his, her or its attorney-in-fact for the purpose of executing, in the Signatory's name and on his, her or its behalf, (i) such instruments or other documents as may be necessary to evidence, confirm or perfect any assignment pursuant to the provisions of this Section 5 or (ii) such applications, certificates, instruments or documents as may be necessary to obtain or enforce any Proprietary Rights in any country of the world. This power of attorney is coupled with an interest on the part of the Company and is irrevocable.

(f) Without the prior written consent of the Company, the Signatory shall not, at any time (including, without limitation, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director), file,

cause to be filed or consent to the filing of any patent, trademark, service mark, trade name or copyright application with respect to, or claiming, any Assigned Inventions or Proprietary Rights.

(g) The obligations of the Signatory under this Section are without prejudice, and are in addition to, any other obligations or duties of the Signatory, whether express or implied or imposed by applicable law, to assign to the Company all Assigned Inventions and all Proprietary Rights.

Notwithstanding the foregoing, to the extent that the Signatory is an employee and a citizen of California and subject to its law, then Signatory is notified that the foregoing assignment shall not include inventions excluded under Cal. Lab. Code §2870 which provides: “(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of concept or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer”, and to the extent the Signatory is an employee and a citizen of and subject to law of another state which provides a similar limitation on invention assignments then then the Signatory is notified that the foregoing assignment shall not include inventions excluded under such law (namely, Delaware Code Title 19 Section 805; Illinois 765ILCS1060/1-3, "Employees Patent Act"; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-1 through 34-39-3, "Employment Inventions Act"; Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140).

In the event that the Signatory, alone or with others, incorporates into his or her work for Company any inventions, copyright eligible works, trade secrets, trademarks or other items of intellectual property that the Signatory owns or controls and that are not assigned to Company via this Agreement or some prior agreement, then the Signatory hereby grants Company an irrevocable, perpetual, fully paid-up, royalty-free, worldwide license to make, use, sell, reproduce, display, modify, or distribute such item and its derivatives in the Company’s products and services at Company’s discretion and without any obligation to provide attribution, royalties, or other compensation to the Signatory. If the Signatory claims rights to or in any invention or computer program or software created or conceived prior to employment with the Company, then the Signatory will initial where indicated below and attach in writing an Appendix A describing the item (without revealing any trade secrets); and if the Signatory makes no such claim then Signatory so indicates by initialing beside “None” below:

\_\_\_\_\_ None, or \_\_\_\_\_ See Appendix A attached;

If the Signatory fails to initial either option above, it shall be presumed that “None” applies.



6. Agreement Not to Compete and Non-Solicitation.

(a) The Signatory hereby agrees that, during the period commencing on the date of this Agreement and ending on the effective date of the termination of the Signatory's employment or other association with the Company, the Signatory will remain loyal to the Company and will not engage in any activities that create a conflict of interest. The Signatory understands that it will be a conflict of interest for him or her to pursue business activities that compete with the Company while employed with the Company or engage in material preparations to do so. The Signatory will promptly inform the Company of any business opportunities related to the Company's line of business, and will not pursue any such business opportunities independent from the Company without advance written authorization from the Company to do so.

(b) In view of the unique nature of the business of the Company and the need of the Company to maintain its competitive advantage in the industry, the Signatory hereby agrees that, during the Restricted Period (as defined in Section 6(c) below), the Signatory shall not, directly or indirectly, within the Restricted Area (as defined in Section 6(c) below):

- (i) own an interest in (except as a holder of no more than five percent (5%) of the shares of any publicly traded corporation), finance, control, or otherwise hold a material interest in any Competitive Business (as defined in Section 6(c) below) or any corporation, partnership, limited liability company, business, enterprise, venture or other person or entity that is engaged or participates in any Competitive Business (each, a "Competitive Business Entity"); or
- (ii) engage or participate in, manage, supervise, act as an employee in, consult or provide services to a Competitive Business<sup>1</sup> that are (A) the same as or similar in function or purpose to any services the Signatory provided to the Company during the two year period prior to the effective date of the termination of the Signatory's association with the Company as an employee, officer or director or (B) that are otherwise likely to result in the use or disclosure of Confidential Information within the Restricted Area; or
- (iii) solicit (as defined below), knowingly induce or encourage a customer, client, supplier, partner, contributor, employee or other person or entity with whom or with which the Signatory had dealings while associated with the Company Group, to cease their relationship or reduce business activity conducted with the Company Group.

SIGNATORY ACKNOWLEDGES THAT THESE RESTRICTIONS SHALL APPLY AND BE

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<sup>1</sup>Provided, however, that if Signatory is an employee and resides in and is subject to the law of Virginia, then the language in Section 6(b) which says "or that are otherwise likely to result in the use or disclosure of Confidential Information" shall not apply.

**California Exception:** If Signatory is an employee who works primarily in California and is subject to its laws, then:

- (A) the above provisions of this Section 6(b) of the Agreement shall not apply to him or her;
- (B) he or she shall in all respects remain prohibited from using Company Group's customer lists and related information, as well as other Confidential Information and other information that qualifies for trade secret protection to aid in competition with the Company Group or with the solicitation of or interference with its business relationships;
- (C) Signatory is prohibited, during the Restricted Period (as defined in Section 6(c) below), from soliciting (as defined below) or knowingly inducing or encouraging a customer, client, supplier, partner, or contributor about which Signatory had Confidential Information and/or trade secrets while associated with the Company, to cease their relationship or reduce business activity conducted with the Company, provided that this subsection shall not apply to the extent that said customer, etc. disclosed the Confidential Information/trade secret to the Signatory prior to the solicitation;
- (D) Signatory is prohibited, during the Restricted Period (as defined in Section 6(c) below), from soliciting an employee of the Company to cease his/her employment with the Company or assisting others to do so; and
- (E) The Company and Signatory agree that these provisions (B) to (D), inclusive, are expressly intended to protect the Company's and its customers' Confidential Information and trade secrets, and to protect against unfair trade practices due to the use of same.

SIGNATORY ACKNOWLEDGES THAT THESE RESTRICTIONS SHALL APPLY AND BE BINDING REGARDLESS OF CHANGES IN HIS/HER TITLE, POSITION, DUTIES, GEOGRAPHIC LOCATION, RESPONSIBILITIES OR COMPENSATION DURING SIGNATORY'S EMPLOYMENT.

(c) For purposes of this Section 6, the following terms shall have the meanings provided therefor below:

"Competitive Business" shall mean any business engaged in online services relating to reviews and recommendations; travel meta search; travel (including hotel, vacation rental, air, rail, cruise, tour, restaurants, activities and attractions); travel itinerary management and/or administration, and industries that could reasonably be construed as being competitive with any business engaged in or to be engaged in by the Company Group, or that the Company Group is contemplating engaging in, that Signatory has involvement with or Confidential Information about at any time or from time to time prior to the termination of the Signatory's association with the

Company as an employee, consultant, officer and/or director. By way of example, Competitive Business Entities include, but are not limited to, Expedia, Inc. (including without limitation Expedia.com, Hotels.com, HomeAway and other companies that it owns or operates), Priceline Group, Inc. (including without limitation booking.com, Kayak, OpenTable and other companies that it owns or operates), Airbnb, trivago N.V. and Google Travel. The Company Group competes in a dynamic changing business environment, and companies in addition to those specifically listed may be considered to be a Competitive Business Entity.

“Restricted Area” shall mean the United States or any country in world where the Company Group does business or is planning to do business.

“Restricted Period” shall mean the period commencing on the date of this Agreement and ending one year after the effective date of the termination of the Signatory's association with the Company as an employee, officer or director. Notwithstanding the foregoing sentence, in the event that the Signatory has breached his or her fiduciary duty to the Company or unlawfully taken, physically or electronically, property belonging to the Company Group, then the Restricted Period shall end two years after the effective date of the termination of the Signatory's association with the Company as an employee, officer or director.

“Solicit” and related terms such as “soliciting” or engaging in “solicitation” mean to engage in contacts, acts, or communications, whether directly engaged in by the Signatory in person or indirectly engaged in through the use or control of others, that cause or induce, attempt to cause or induce, or can be reasonably expected to cause or induce a party to engage in a particular action or conduct, regardless of who first initiates the contact or communication, or whether or not the communication at issue is in response to a request for information or not.

(d) The time periods provided for in this Section 6 shall be extended for a period of time equal to any period of time in which the Signatory shall be in violation of any provision of this Section 6 and any period of time required for litigation to enforce the provisions of this Section 6. If at any time the provisions of this Section 6 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 6 shall be considered divisible and shall become and be automatically amended to apply only to such area, duration and scope of activity as shall be determined to be reasonable by the court or other body having jurisdiction over the matter; and the Signatory agrees that this Section 6, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

(e) The Company is providing you with equity grants consisting of Restricted Stock Units and Stock Options as specifically described in the February 13, 2019 offer letter between you and the Company and the sign-on bonus in the amount of \$200,000 as consideration for Signatory's acceptance of this Agreement and specifically the covenants described in Section 6(b). The Signatory agrees that the consideration described

in this Section 6(e) is fair and reasonable, mutually agreed upon and in lieu of any other form of consideration, including garden leave pay during the Restricted Period.

(f) Notwithstanding anything in this Section 6 to the contrary, Section 6(b) shall not be enforced in the event that the Signatory's employment is terminated by the Company without Cause or in connection with a position elimination or layoff. For purposes of this Agreement, the term Cause shall mean the common law definition: either (1) a reasonable basis for employer dissatisfaction with an employee, entertained in good faith, for reasons such as lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior, or (2) grounds for discharge reasonably related, in the employer's honest judgment, to the needs of his business. For the avoidance of any doubt, the foregoing definition of Cause shall not apply to any other Company plan, program or agreement, including but not limited to the TripAdvisor Inc. Executive Severance Plan and Summary Plan Description, unless otherwise stated in such other document.

7. Return of Documents. The Signatory will promptly deliver to the Company, upon the termination of the Signatory's association with the Company as an employee, officer and/or director or, if earlier, upon the request of the Company, all documents and other tangible media (including all originals, copies, reproductions, digests, abstracts, summaries, analyses, notes, notebooks, drawings, manuals, memoranda, records, reports, plans, specifications, devices, formulas, storage media, including software, and computer printouts) in the Signatory's actual or constructive possession or control that contain, reflect, disclose or relate to any Confidential Information, Third Party Confidential Information, Assigned Inventions or Proprietary Rights. The Signatory will destroy any related computer entries on equipment or media not owned by the Company.

8. No Use of Name, Etc. Without the prior written consent of the Company, the Signatory shall not, at any time (including, without limitation, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director), use, for himself or herself or on behalf of any other person, any name that is identical or similar to or likely to be confused with the name of the Company or the name of any product or service produced or provided by the Company. Without the prior written consent of the Company, the Signatory shall not, at any time after the termination of the Signatory's association with the Company as an employee, officer and/or director, directly or indirectly represent himself or herself, whether on his, her or its behalf or on behalf of any other person, as then being in any way connected or associated with the Company.

9. Use of Voice, Image and Likeness. Signatory gives the Company permission to use any and all of the Signatory's voice, image and likeness, with or without using his/her name, in connection with the products and/or services of the Company, for the purposes of advertising and promoting such products and/or services and/or the Company, and/or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

10. Commitment to Company; Avoidance of Conflict of Interest. While an employee of the Company, the Signatory will devote his/her full business/professional time and attention to the Company's business. The Signatory also agrees that s/he will not engage

in any other business activity that conflicts with his or her duties to the Company (e.g., being employed by, associated with or having a financial interest in a Company customer, vendor, supplier or any entity engaged in business with the Company) or otherwise violates the Code of Conduct, unless the Signatory receives prior approval in writing from a representative of the Legal Department. The Signatory will take whatever action is requested of him/her by the Company to resolve any conflict or appearance of conflict that it finds to exist.

11. Non-disparagement. Prior to and following the date the Signatory's employment or association with the Company terminates, Signatory agrees to refrain from publicly or privately taking actions or making statements, written or oral, which are vulgar, obscene, threatening, intimidating, harassing, or a violation of the Company's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected status, or characteristic, or which are defamatory, false or might reasonably be expected to be defamatory or false.

12. No Conflicting Obligation. The Signatory represents that the Signatory is free to enter into this Agreement and that the Signatory's performance of all of the terms of this Agreement and of all of the Signatory's duties and responsibilities as an employee, officer and/or director of the Company do not and will not breach (i) any agreement to keep in confidence information acquired by the Signatory in confidence or in trust, (ii) any agreement to assign to any third party inventions made by the Signatory and/or (iii) any agreement not to compete against the business of any third party. The Signatory further represents that he has not made and will not make any agreements in conflict with this Agreement. The Signatory has informed the Company, in the space below, of any agreements with previous employers that contain obligations not to disclose information to the Company or compete with any such previous employers.

(If there are none, please enter the word "None"; attach additional pages as necessary)

Note: For obligations not to disclose information to the Company or compete with any such previous employers, give the date of such obligations, identify the parties owed such obligations and the nature of the restriction. Please attach any such agreement(s) to this Agreement. If the Signatory fails to complete this section, it shall be presumed that "None" applies.

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13. Unique Nature of Agreement; Specific Enforcement. The Company and the Signatory agree and acknowledge that the rights and obligations set forth in this Agreement are of a unique and special nature and that the Company is, therefore, without an adequate legal remedy in the event of the Signatory's violation of any of the covenants set forth in this Agreement. The Company and the Signatory agree, therefore, that, in addition to all other rights and remedies, at law or in equity or otherwise, that may be available to the Company, each of the covenants made by the Signatory under this Agreement (including,

without limitation, the covenants made by the Signatory herein) shall be enforceable by injunction, specific performance or other equitable relief, without any requirement that the Company have to post a bond or that the Company have to prove any damages, and recovery of its attorneys' fees and costs incurred in securing such relief.<sup>2</sup> The Signatory hereby agrees, in connection with any action or proceeding to enforce any provisions of this Agreement, to waive any claim or defense that the Company has an adequate remedy at law.

14.

Miscellaneous.

14.1.

Exit Interview. If and when Signatory departs from the Company, Signatory may be required to attend an exit interview and sign an acknowledgement form to reaffirm Signatory's acceptance and acknowledgement of the obligations set forth in this Agreement. During the Restricted Period following termination of Signatory's association with the Company as an employee, officer or director, Signatory will notify the Company of any change in his/her address and of each subsequent employment or business activity, including the name and address of Signatory's employer or other post-Company employment plans and the nature of Signatory's activities.

14.2

At-Will Employment/Association. The Signatory agrees and understands that nothing in this Agreement shall confer on the Signatory any right with respect to continuation of the Signatory's association with the Company as an employee, officer and/or director, nor shall it interfere in any way with the Signatory's right or the Company's right to terminate the Signatory's association with the Company as an employee, officer and/or director at any time, with or without cause.

14.3. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the arrangements contemplated hereby. No prior agreement, whether written or oral, shall be construed to change, amend, alter, repeal or invalidate this Agreement. Signatory agrees that any Confidential Information received by him/her in the course of the Signatory's employment and subject to a prior agreement between the Signatory and the Company as to confidentiality, remains confidential and shall be subject to the terms of this Agreement. Signatory further agrees that his/her obligations regarding Assigned Inventions and Proprietary Rights under any prior agreement between the Signatory and the Company are subject to the terms of this Agreement. This Agreement may be amended only by a written instrument executed in one or more counterparts by the parties.

14.4. Waiver. No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of

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<sup>22</sup>Provided, however, that if Employee resides in and is subject to the law of California, or another state that would convert this recovery of attorney's fees provision to a reciprocal obligation or an obligation where the prevailing party would recover fees and costs, then such recovery of attorneys' fees and costs provision shall not apply and each party will bear its own attorneys' fees and costs.

any other breach or default in the performance of any of the same or any other obligations hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder and no waiver hereunder shall be effective unless it is in writing, executed by the party waiving the breach or default hereunder.

14.5. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Company for no additional consideration and without Signatory's consent to any Affiliate of the Company and to a successor of its business to which this Agreement relates (whether by purchase or otherwise). "Affiliate of the Company" means any person which, directly or indirectly, controls or is controlled by or is under common control with the Company and, for the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another whether through the ownership of voting securities or holding of office in another, by contract or otherwise. The Signatory may not assign or transfer any or all of his, her or its rights or obligations under this Agreement.

14.6. Jurisdiction and Venue; Waiver of Jury Trial. In case of any dispute hereunder, the parties mutually agree to submit to the exclusive jurisdiction and venue of the Superior Court of Massachusetts sitting in Suffolk County and will comply with all requirements necessary to give such court jurisdiction over the parties and the controversy. Either the civil session or the Business Litigation Session shall have jurisdiction to hear the dispute. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL, WHERE PERMITTED BY LAW.

14.6.1. Exception As to California Employees. As to any Signatory who primarily resides and works in California and has any dispute hereunder involving any claim or controversy arising in California, this section 14.6.1 shall apply instead of the previous paragraph (14.6), and any such dispute shall be resolved in a court or other appropriate forum with competent jurisdiction located in California.

14.7. Severability. All headings and subdivisions of this Agreement are for reference only and shall not affect its interpretation. In the event that any provision of this Agreement should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so as to be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being impaired or invalidated in any way.

14.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, excluding choice of law rules thereof.

14.8.1. Exception As to California Employees. As to any Signatory who primarily resides and works in California and has any dispute hereunder involving any claim or controversy arising in California, this section 14.8.1 shall apply instead of the previous paragraph

(14.8), and any such dispute shall be construed in accordance with the laws of The State of California.

**14.9 Disclosure.** The Signatory shall disclose the existence and terms of this Agreement to any employer or other person that the Signatory may work for or be engaged by during the Term and thereafter. The Signatory agrees that the Company may provide a copy of this Agreement to any business or enterprise (i) which the Signatory may directly or indirectly own, manage, operate, finance, join, control or participate in the ownership, management, operation, financing, or control of, or (ii) with which the Signatory may be connected with as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise, or in connection with which the Signatory may use or permit the Signatory's name to be used. The Signatory will provide the names and addresses of any of such persons or entities as the Company may from time to time reasonably request.

**14.10 Notices.** Any notice, demand, request or other communication hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or telecopied with a confirmation copy by regular, certified or overnight mail, postage prepaid, or sent by electronic mail with a confirmation copy by regular, certified or overnight mail, postage prepaid, to such party at the address, telecopier number or email address, as the case may be, set forth below or such other address, telecopier number, or email address, as the case may be, as may hereafter be designated in writing by the addressee to the addressor listing all parties:

(i) if to the Company, to:

TripAdvisor LLC  
400 1st Avenue  
Needham, MA 02494  
Attention: General Counsel

if to the Signatory, to the address listed in the signature line below.

All such notices, requests and other communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of mail, on the third day following deposit into the mail; (iii) in the case of facsimile transmission, when confirmed by facsimile machine report, and (iv) in the case of electronic mail, upon receipt of an electronic message confirming delivery.

**14.11 Communications With Governmental Entities.** Nothing in this Agreement, including but not limited to Sections 1, 2 and 11, prohibits Signatory from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Signatory does not need the prior authorization of the Company to make any such reports or



disclosures and Signatory is not required to notify the company that he has made such reports or disclosures.

Further, notwithstanding anything in this Agreement to the contrary, Signatory shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any trade secret of the Company if the disclosure is (a) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of or reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

15. Representations. By signing below, the Signatory represents the following:

(a) that in the case of new employment, the Signatory was provided a copy of this Agreement the earlier of ten (10) business days prior to the commencement of employment or with the offer of employment;

(b) that in the case of continued employment, the Signatory was provided at least ten business days' notice of this Agreement prior to its effective date;

(c) that the Signatory has been advised to consult with an attorney of his or her choosing regarding the terms of this Agreement and that the Signatory has had a sufficient opportunity to avail himself or herself of such right;

(d) that the Signatory and the Company have mutually agreed to terms of this Agreement, including the consideration being provided by the Company in exchange for the Signatory's execution of this Agreement; and

(e) that the Signatory has voluntarily entered into this Agreement by signing below in order to receive the consideration, for which the Signatory would not otherwise be entitled.

THE SIGNATORY HAS HAD SUFFICIENT TIME TO READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. The parties enter into this Agreement voluntarily and will not claim it was entered into under coercion or duress, or without full knowledge of its terms. **IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have executed and delivered this Agreement as an instrument under seal as of the date first written below.

ACKNOWLEDGED AND AGREED AS OF THE EFFECTIVE DATE:

**Signatory**

Sign: /s/ Kanika Soni

Name: Kanika Soni

Date: February 13, 2019

ACCEPTED:

**TRIPADVISOR LLC**

Sign: /s/ Stephen Kaufer

Title: Chief Executive Officer

Date: February 13, 2019

Please Initial: \_\_\_\_\_

**Certification**

I, Stephen Kaufer, Chief Executive Officer of TripAdvisor, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2021 of TripAdvisor, 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 officer(s) 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 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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 officer(s) 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 6, 2021

/s/ STEPHEN KAUFER

Stephen Kaufer

*President and Chief Executive Officer*

**Certification**

I, Ernst Teunissen, Chief Financial Officer of TripAdvisor, Inc. certify that:

1. I have reviewed this quarterly report on Form 10-Q for the period ended March 31, 2021 of TripAdvisor, 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 officer(s) 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 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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 officer(s) 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 6, 2021

/s/ ERNST TEUNISSEN

Ernst Teunissen

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**

In connection with the quarterly report on Form 10-Q of TripAdvisor, Inc. (the "Company") for the quarter ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen Kaufer, Chief Executive Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- 1) 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, as amended; 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 6, 2021

/s/ STEPHEN KAUFER

Stephen Kaufer

*President 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**

In connection with the quarterly report on Form 10-Q of TripAdvisor, Inc. (the "Company") for the quarter ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ernst Teunissen, Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- 1) 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, as amended; 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 6, 2021

/s/ ERNST TEUNISSEN

Ernst Teunissen

*Chief Financial Officer*