**5. Other Information**

Effective August 7, 2017, the Company adopted an Executive Severance Plan and Summary Plan Description (the “Plan”) applicable to certain employees of the Company and its subsidiaries. The Plan formalizes and standardizes the Company’s severance practices for certain designated employees (each, a “Participant” and, collectively, the “Participants”).  The Plan will apply to all “named executive officers” of the Company, although the Plan specifically provides that in the event of any conflict or inconsistency between the terms of any existing employment arrangement or any non-US local law and the terms of the Plan, the terms more beneficial to the Participant shall prevail, without duplication. Adoption of the Plan was approved by the Company’s Compensation Committee, prior to its adoption by the full Board of Directors.

Participants covered by the Plan generally will be eligible to receive severance benefits in the event of a termination by the Company without Cause or, under certain circumstances, by the Participant for Good Reason. The severance benefits differ if there is a termination of employment in connection with a Change in Control.  The severance benefits provided pursuant to the Plan are determined based on the job classification of the Participants (as reflected in internal job profile designations) and, in certain cases, their years of service with the Company.

Cause is a defined term under the Plan and generally includes willful or gross neglect by the Participant of his or her duties; the plea of guilty or *nolo contendere* to, or conviction for, the commission of a felony offense by the Participant; a material breach by the Participant of fiduciary duty owed to the Company or a material breach by the Participant of any nondisclosure, non-solicitation or non-competition obligation owed to the Company or any of its subsidiaries or affiliates. Good Reason is a defined term under the Plan and generally includes a material reduction in the Participant’s annual base salary; a relocation of the Participant’s principal place of business more than 35 miles from the location of the principal place of business from which the Participant worked; or a material and demonstrable adverse change in the nature and scope of the Participant’s duties.  Change in Control is also a defined term under the Plan and generally includes the acquisition (by a person other than Liberty TripAdvisor Holdings, Inc. or its affiliates) of more than 50% of the voting power of the Company; a change in the composition of a majority of the Board of Directors of the Company; a reorganization, merger, consolidation, sale or other disposition of all or substantially all of the assets of the Company; or a complete liquidation or dissolution of the Company.

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Under the Plan, in the event of a termination by the Company without Cause more than three months prior to a Change in Control or more than twelve (12) months following a Change in Control, the severance benefits for the Participant generally shall consist of the following:

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|   | • |   | continued payment of base salary for a period of six to eighteen (18) months following the date of such Participant’s termination of employment; and |

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|   | • |   | continuation of coverage under the Company’s health insurance plan through the Company’s payment of COBRA premiums for a period of six to eighteen (18) months following the date of such Participant’s termination of employment. |

Under the Plan, in the event of a termination by the Company without Cause or by the Participant for Good Reason, in each case within three months prior to or twelve (12) months following a Change in Control, the severance benefits for the Participant shall consist of the following:

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|   | • |   | payment of a lump sum amount equal to (i) twelve (12) to twenty four (24) months of the Participant’s Base Salary, plus (ii) the Participant’s Target Bonus multiplied by 1, 1.5 or 2; and |

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| --- | --- | --- | --- |
|   | • |   | payment of a lump sum amount equal to the premiums required to continue the Participant’s medical coverage under the Company’s health insurance plan for a period of twelve (12) to twenty four (24) months.   |

 Payments are designed to comply with Section 409A of the Internal Revenue Code (the “Code”). In addition, if any payment under the Plan would constitute an excess parachute payment within the meaning of Section 280G of the Code, the payments will be reduced to the minimum extent necessary so that no portion of any payment or benefit will constitute an excess parachute payment, provided however, that the reduction will be made only if and to the extent that such reduction would result in an increase in the aggregate payment and benefits to be provided, determined on an after tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision, or any other tax).

The Compensation Committee has the right, in its sole discretion, to amend the Plan or to terminate it prospectively, provided that the Plan may not be amended in any manner which is materially adverse to any Participant without that Participant’s written consent.

The foregoing summary is qualified in its entirety by reference to the Executive Severance Plan and Summary Plan Description filed as Exhibit 10.4 to this Quarterly Report on Form 10-Q and incorporated herein by reference.