

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this Eighth day of April 2019 (“Effective Date”) by and among Samuel Silber, Sidney Eddy Strulovits, Sheri Lynn Strulovits, Moshe Gordon, Daniel Jacob, Tsofiya Jacob, Lewis Weinger, Moriyah Shapiro, Jonathan Shapiro, Inbal Nazdare Levy, Yair Spolter, Eric Charles Marx, Susan Lynn Marx, Alon Madiel, Danielle Madiel, Gulie Madiel, Howard Rabin, Jeffrey T. Schwartz, and David Tesler (“Plaintiffs”) and Airbnb, Inc., Airbnb Ireland UC, and all affiliates and subsidiaries (“Airbnb”) (collectively, the “Parties”, and individually, each a “Party”), through their undersigned counsel.

WHEREAS, Airbnb operates an online platform that connects third parties who wish to offer their unique accommodations (“Hosts”) with third-party travelers seeking to book them (“Guests,” and collectively with Hosts, “Users”) in 191 countries and more than 81,000 cities around the world;

WHEREAS, Airbnb is committed to creating a world in which anyone can belong anywhere, providing travel experiences that are local, authentic, diverse, inclusive, and sustainable;

WHEREAS, although the vast majority of listings on Airbnb’s platform are in stable, peaceful places far away from areas of conflict, some are in or near disputed territories;

WHEREAS, on November 19, 2018, Airbnb announced a policy on Listings in Disputed Regions (the “Policy”), which included a five-part framework to evaluate listings in disputed territories;

WHEREAS, pursuant to that Policy, Airbnb also announced on November 19, 2018, its intention to prohibit listings on its platform located in what the Policy refers to as Israeli settlements (“Subject Listings”) in the West Bank (“Affected Region”), but which the Plaintiffs

refer to as “Israeli communities in Judea and Samaria,” believing at the time that this decision would be the best way to advance Airbnb’s mission and to avoid taking sides in an ongoing dispute in the region;

WHEREAS, this decision has not been implemented and Users have at all times been able to list and book accommodations in all communities located in the Affected Region;

WHEREAS, Airbnb recognizes that its decision to apply its Policy to Subject Listings in the Affected Region has been met with strong objections by some members of the Airbnb community as well as other individuals and groups supportive of Israel. Some have even sought to associate Airbnb with the Boycott, Divestment, Sanctions (“BDS”) movement. Airbnb is clear that it does not intend, and has never intended, to align itself with the BDS movement or to otherwise position the company as adverse to any segment of its community;

WHEREAS, Plaintiffs have initiated litigation in the United States District Court for the District of Delaware an action captioned *Silber v. Airbnb, Inc.*, No. 1:18-cv-01884-RGA (the “Action”), which is one of several lawsuits filed against Airbnb as a result of its announced application of the Policy toward the Subject Listings in the Affected Region;

WHEREAS, Plaintiffs include actual and prospective Hosts and Guests who have asserted that they wish to list and/or book Subject Listings in the Affected Region using Airbnb’s platform;

WHEREAS, Airbnb takes no position on the Host-Plaintiffs’ claims, or others’ claims, to legal title to the properties on which the accommodations are located and its standard Terms of Service requires that every Host agree and warrant not to offer any accommodation on Airbnb’s platform that the Host does not own or have permission to make available for booking;

WHEREAS, Plaintiffs allege in their Amended Complaint that Airbnb's announced policy toward the Subject Listings in the Affected Region discriminates against them on the basis of their race, religion, and national origin in violation of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, ("FHA") 42 U.S.C. § 3601, *et seq.*; and

WHEREAS, Airbnb denies these allegations and, on January 29, 2019, filed a motion to dismiss the Amended Complaint;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice on the following terms and conditions:

1. Policy Modification. Airbnb shall modify its application of the Policy to provide that all listings for accommodations located in the Affected Region will at all times be permitted on its platform, subject to applicable laws, rules, and regulations and Airbnb's standard terms and conditions (the "Policy Change"), absent a material change in circumstances pursuant to Paragraph 7. Airbnb otherwise retains the right to administer its platform in the Affected Region in its sole and exclusive discretion, consistent with applicable laws, rules, and regulations and Airbnb's Terms of Service and other relevant terms and conditions, provided such administration is consistent with the principle of neutrality evinced in the Policy Change.

2. Dismissal of the Action. Concurrent with the public announcement of this Agreement and resulting policy change, Plaintiffs shall electronically file a stipulation of dismissal in the Action signed by all parties who have appeared in the Action, pursuant to

Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Such stipulation shall provide that the dismissal of the Action is on the merits and with prejudice.

3. Plaintiffs' Release. Except with respect to rights and obligations arising from this Agreement, Plaintiffs, for themselves and any other person or entity claiming by or through Plaintiffs, including any past and present employees, agents, partners, members, managers, directors, officers, executors, administrators, trustees, representatives, beneficiaries, heirs, attorneys, insurers, predecessors, successors, assigns, and related entities of Plaintiffs, hereby discharge and release Airbnb and its past and present subsidiaries, affiliates, joint venture members, partners, and other related corporate entities, including all entities' respective past and present employees, agents, partners, members, managers, directors, officers, executors, administrators, trustees, representatives, beneficiaries, heirs, attorneys, insurers, predecessors, successors, assigns and related entities, from any and all claims, causes of action, debts, damages, actions, agreements, judgments, obligations, costs, expenses (including, but not limited to, attorneys' fees), indemnities, subrogations, duties, demands, controversies and liabilities of every nature at law or in equity, liquidated, or unliquidated, known or unknown, matured or unmatured, foreseeable or unforeseeable, suspected or unsuspected, as of the Effective Date of this Agreement, related to or arising out of any acts or omissions alleged in the Action.

4. Confidentiality.

- a. The Parties mutually agree that the Parties may concurrently but separately announce this Agreement, including the resulting Policy Change and dismissal of the Action (the "Settlement Announcement"), on or after April 9, 2019 at 4:00 PM Eastern Daylight Time.

- b. At all times prior to such Settlement Announcement, no Party nor its counsel may disclose or suggest by any means the existence, effect, or terms of this Agreement or the fact, status, or contents of any discussions or any communications and/or documents related thereto, except with the prior written consent of the other Parties.
- c. The existence, effect, or terms of this Agreement shall not be considered confidential following such Settlement Announcement, provided, however, that the contents of any discussions or any communications and/or documents exchanged by counsel for the Parties related to this Agreement prior to the Settlement Announcement shall remain subject to Federal Rule of Evidence 408 and may not be disclosed by any Party or its counsel.

5. Scope of Agreement. This Agreement is entered into by and among the Parties for the sole and exclusive purpose of resolving the claims advanced in the Action, and does not constitute, represent, or evidence an agreement among the Parties to any other purpose or effect.

6. Non-Disparagement. The Parties, including their respective attorneys, shall use their best efforts when discussing this matter, whether in public or private, not to disparage, denigrate, defame or cast aspersions upon the other Party to anyone, including but not limited to, any media outlet, industry group, financial institution or current or former employee, consultant, client, or customer of either Party. Nothing in this paragraph shall prevent a Party from making truthful statements compelled by law.

7. Material Change in Circumstances. The Policy Change may be altered or deemed mooted if there is a material change in circumstances changing the legal status of the Affected

Region or any part thereof. Any dispute as to the applicability or effect of this Paragraph shall be resolved pursuant to Paragraph 9.

8. Applicable Law. This Agreement shall be construed according to the laws of the State of California (without recourse to California (or any other) choice of law or conflict of law principles).

9. Dispute Resolution. a) Any dispute, claim, or controversy arising out of or relating to this Agreement or the applicability, breach, termination, validity, enforcement, or interpretation thereof, shall be settled by binding arbitration. The arbitration will be administered by the American Arbitration Association (the "AAA") consistent with the terms of the Arbitration Agreement set forth in Airbnb's Terms of Service in effect on the Effective Date, except (a) the arbitration shall occur before a panel of three (3) neutral arbitrators mutually agreed upon by the Parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the AAA, then three arbitrators having reasonable experience in settlements of the type provided for in this Agreement and who are chosen by the AAA; (b) the arbitration shall take place in San Francisco, California; and (c) the Parties agree to maintain the confidentiality of (i) any documents, testimony, legal briefs, or other information produced or exchanged in such arbitration, and (ii), any written opinion rendered in such arbitration, providing that either Party may disclose the existence and outcome of any arbitration and any other information if required or compelled by applicable law, including confirming the arbitration award.

b) However, in the event Airbnb alters or deems moot the Policy Change pursuant to Paragraph 7, this arbitration clause shall not apply to any claims arising out of such new policy.

10. Entire Agreement. This Agreement contains the sole, complete, and entire agreement and understanding of the Parties concerning the matters contained herein and may not be altered, modified, or changed in any manner except by a writing duly executed by the Parties stating, by its terms, that it is an amendment to this Agreement. No Party is relying on any statements or representations of any Party hereto other than those expressly set forth herein. No condition precedent to the effectiveness of this Agreement exists, other than as expressly provided for herein. There are no oral or written collateral agreements. All prior discussions and negotiations have been and are merged, integrated into, and superseded by this Agreement.

11. Authority. The undersigned signatories represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below. Counsel for Plaintiffs, Robert J. Tolchin, Esq. represents and warrants that he is fully authorized to grant the Release set forth above on behalf of Plaintiffs.

12. Voluntariness. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

13. Construction. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

14. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

15. Effectiveness. This Agreement is effective on the date of signature of the last signatory to the Agreement. Facsimiles and electronic PDFs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

DATE: April 8, 2019.



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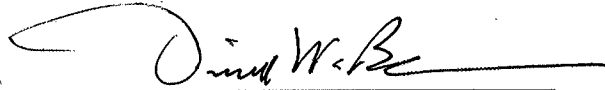
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DATE: April 8, 2019



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