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Trip.com Group™

携程集团

Trip.com Group Limited

攜程集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 9961)

OVERSEAS REGULATORY ANNOUNCEMENT

We are making this announcement pursuant to Rule 13.10B of The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

Trip.com Group Limited (the “**Company**”) filed an amendment to Form 8-A on July 29, 2024 (U.S. Eastern Time) with the United States Securities and Exchange Commission in relation to an Eighth Amendment dated as of July 26, 2024 to the Rights Agreement originally dated as of November 23, 2007, as amended (the “**Rights Agreement**”), between the Company and The Bank of New York Mellon (formerly known as The Bank of New York), as the rights agent, primarily for the purpose of extending the Final Expiration Date (as defined in the Rights Agreement) to July 25, 2034 pursuant to the terms of the Rights Agreement. For details of the Rights Agreement, please refer to the disclosure in the section headed “Share Capital” of the Company’s prospectus dated April 8, 2021 and “Item 10. Additional Information — B. Memorandum and Articles of Association — Shareholder Rights Plan” of the Company’s annual report for the year ended December 31, 2023 published on April 30, 2024. For details of our filing, please refer to the attached amendment to Form 8-A.

By Order of the Board
Trip.com Group Limited
James Jianzhang Liang
Executive Chairman of the Board

Singapore, July 29, 2024

As of the date of this announcement, the board of directors of the Company comprises Mr. James Jianzhang Liang, Mr. Min Fan, Ms. Jane Jie Sun, and Mr. Junjie He as directors, and Mr. Neil Nanpeng Shen, Mr. Qi Ji, Mr. Gabriel Li, and Mr. JP Gan as independent directors.

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

FORM 8-A/A
(Amendment No. 7)

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF
THE SECURITIES EXCHANGE ACT OF 1934**

TRIP.COM GROUP LIMITED

(Exact name of registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction
of incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification No.)

30 Raffles Place, #29-01
Singapore 048622
(Address of principal executive offices, including Zip Code)

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

**Title of each class
to be registered**
Ordinary Share Purchase Rights

**Name of each exchange on which
each class is to be registered**
The Nasdaq Stock Market LLC

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c) or (e), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d) or (e), check the following box.

If this form relates to the registration of a class of securities concurrently with a Regulation A offering, check the following box.

Securities Act registration statement or Regulation A offering statement file number to which this form relates:
Not Applicable (if applicable)

Securities to be registered pursuant to Section 12(g) of the Act:
None.

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 1. Description of Registrant's Securities to be Registered.

Item 1 is hereby amended and supplemented by adding the following at the end thereof:

On July 26, 2024, the Registrant entered into an Eighth Amendment to the Rights Agreement dated as of November 23, 2007, as amended (the "Rights Agreement"), between the Registrant and The Bank of New York Mellon (formerly known as The Bank of New York), as the rights agent, primarily for the purpose of extending the Final Expiration Date (as defined in the Rights Agreement) to July 25, 2034.

Capitalized terms used above shall have the same meanings ascribed to them in the Rights Agreement. This summary description of the Eighth Amendment to the Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Eighth Amendment to the Rights Agreement, a copy of which is filed hereto as Exhibit 4.9, and is incorporated herein by reference.

Item 2. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Rights Agreement dated as of November 23, 2007 between the Registrant and The Bank of New York, as the rights agent (incorporated by reference to Exhibit 4.1 to our Report of Foreign Private Issuer on Form 6-K furnished to the Securities and Exchange Commission on November 23, 2007).</u>
4.2	<u>First Amendment to the Rights Agreement dated as of August 7, 2014 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on August 8, 2014).</u>
4.3	<u>Second Amendment to the Rights Agreement dated as of August 7, 2014 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.2 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on August 8, 2014).</u>
4.4	<u>Third Amendment to the Rights Agreement dated as of May 29, 2015 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on June 4, 2015).</u>
4.5	<u>Fourth Amendment to the Rights Agreement dated as of October 26, 2015 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on October 27, 2015).</u>
4.6	<u>Fifth Amendment to the Rights Agreement dated as of December 23, 2015 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.3 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on December 23, 2015).</u>
4.7	<u>Sixth Amendment to the Rights Agreement dated as of August 30, 2019 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.1 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on November 14, 2019).</u>
4.8	<u>Seventh Amendment to the Rights Agreement dated as of November 13, 2019 between the Registrant and The Bank of New York Mellon, as the rights agent (incorporated by reference to Exhibit 4.2 to our Registration Statement on Form 8-A/A filed with the Securities and Exchange Commission on November 14, 2019).</u>
4.9*	<u>Eighth Amendment to the Rights Agreement dated as of July 26, 2024 between the Registrant and The Bank of New York Mellon, as the rights agent</u>

* Filed herewith.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Trip.com Group Limited

By: /s/ Cindy Xiaofan Wang

Name: Cindy Xiaofan Wang

Title: Chief Financial Officer

Dated: July 29, 2024

EIGHTH AMENDMENT TO THE RIGHTS AGREEMENT

EIGHTH AMENDMENT (this "Amendment") dated as of July 26, 2024, to the RIGHTS AGREEMENT dated as of November 23, 2007 (the "Rights Agreement"), between Trip.com Group Limited, a company incorporated with limited liability under the Cayman Islands Companies Law (the "Company"), and The Bank of New York Mellon (formerly known as The Bank of New York), a New York banking corporation (the "Rights Agent"), as amended by a First Amendment to the Rights Agreement dated as of August 7, 2014, entered into by and between the Company and the Rights Agent ("Amendment No. 1"), a Second Amendment to the Rights Agreement dated as of August 7, 2014, entered into by and between the Company and the Rights Agent ("Amendment No. 2"), a Third Amendment to the Rights Agreement dated as of May 29, 2015, entered into by and between the Company and the Rights Agent ("Amendment No. 3"), a Fourth Amendment to the Rights Agreement dated as of October 26, 2015, entered into by and between the Company and the Rights Agent ("Amendment No. 4"), a Fifth Amendment to the Rights Agreement dated as of December 23, 2015, entered into by and between the Company and the Rights Agent ("Amendment No. 5"), a Sixth Amendment to the Rights Agreement dated as of August 30, 2019, entered into by and between the Company and the Rights Agent ("Amendment No. 6"), and a Seventh Amendment to the Rights Agreement dated as of November 13, 2019, entered into by and between the Company and the Rights Agent ("Amendment No. 7," and together with Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2, and Amendment No. 1, the "Prior Amendments"). Capitalized terms used herein shall have the same meanings ascribed to them in the Rights Agreement.

WHEREAS the Company may, at its option, amend the Rights Agreement (subject to certain conditions including no adverse effect on the interests of the holders of Rights as such), including extending the Final Expiration Date to another date, without the approval of any holders of Rights, ADSs or Ordinary Shares pursuant to the provisions of Section 28 of the Rights Agreement;

WHEREAS the Rights Agent shall, if the Company so directs, amend any provision of the Rights Agreement pursuant to Section 28 of the Rights Agreement; and

WHEREAS the Board desires to change the Final Expiration Date to July 25, 2034, and the Company desires to amend the corresponding provisions of the Rights Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth in the Rights Agreement, the Prior Amendments, and this Amendment, the parties hereto hereby agree as follows:

Section 1. Amendment of Section 7(a). Section 7(a) of the Rights Agreement is hereby amended by (a) deleting the date “August 6, 2024” and (b) replacing it with “July 25, 2034.”

Section 2. Amendment of Section 11(d). The first sentence of Section 11(d) of the Rights Agreement is hereby amended and restated to read in its entirety as follows:

(d) Current Per Share Market Price. For the purpose of any computation hereunder, other than computations made pursuant to Section 11(a), the “current market price” per Ordinary Share on any date shall be deemed to be the average of the daily closing prices per ADS, divided by the number of Ordinary Shares then represented by one ADS, for the thirty (30) consecutive Trading Days immediately prior to such date and, for purposes of computations made pursuant to Section 11(a), the “current market price” per Ordinary Share on any date shall be deemed to be the average of the daily closing prices per ADS, divided by the number of Ordinary Shares then represented by one ADS, for the ten (10) consecutive Trading Days immediately following such date; provided, however, that in the event that the current market price per Ordinary Share is determined during the period following the announcement by the issuer of such Ordinary Shares of (A) a dividend or distribution on such Ordinary Shares payable in Ordinary Shares or securities convertible into Ordinary Shares (other than the Rights) or (B) any subdivision, combination or reclassification of such Ordinary Shares, and prior to the expiration of the requisite thirty (30) Trading Day or ten (10) Trading Day period, as set forth above, after the ex-dividend date for such dividend or distribution or the record date for such subdivision, combination or reclassification, then, and in each such case, the current market price shall be appropriately adjusted to take into account ex-dividend trading.

Section 3. Amendment of Section 27. Section 27 of the Rights Agreement is hereby amended by (a) deleting the mailing addresses of the Company and the Rights Agent and (b) replacing them with the following, as applicable:

Trip.com Group Limited
30 Raffles Place, #29-01
Singapore 048622
Attention: Chief Financial Officer

The Bank of New York Mellon
240 Greenwich Street
New York, NY 10286
Attention: Manager, ADR Division

Section 4. Amendment of Exhibit A. Each of the first sentence of the introductory paragraph commencing with “NOT EXERCISABLE AFTER” and the first sentence of the first paragraph commencing with “This certifies that” of Exhibit A to the Rights Agreement is hereby amended by (a) deleting the date “August 6, 2024” and (b) replacing it with “July 25, 2034.”

Section 5. Amendment of Exhibit B. The fourth paragraph under the caption of “Distribution Date; Transfer of Rights” commencing with “The Rights are” of Exhibit B to the Rights Agreement is here by amended by (a) deleting the date “August 6, 2024” and (b) replacing it with “July 25, 2034.”

Section 6. Full Force and Effect. Except as expressly amended hereby, the Rights Agreement shall continue in full force and effect in accordance with the provisions thereof.

Section 7. Governing Law. This Amendment shall be interpreted and construed in accordance with the laws of the State of New York, U.S.A. All actions and proceedings brought by the Rights Agent relating to or arising from, directly or indirectly, this Amendment may be litigated in courts located within the State of New York. The Company hereby submits to the personal jurisdiction of such courts and consents that any service of process may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices under the Rights Agreement. Each of the parties hereto hereby waives the right to a trial by jury in any action or proceeding arising out of or relating to this Amendment.

Section 8. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. This Amendment shall be effective as of the date hereof.

Section 9. Descriptive Headings. Descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions.

Section 10. Rights Agreement as Amended. From and after the date hereof, any reference to the Rights Agreement shall mean the Rights Agreement as amended hereby.

Section 11. Severability. If any term, provision, covenant, or restriction to this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 12. Further Assurances. Each of the parties hereby agrees to execute and deliver, upon the written request of any other party, any and all such further instruments and documents as are reasonably appropriate for this Amendment to be fully effective.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, all as of the day and year first above written.

Trip.com Group Limited

By /s/ Cindy Xiaofan Wang

Name: Cindy Xiaofan Wang

Title: Chief Financial Officer

The Bank of New York Mellon

By /s/ Alan MacAlpine

Name: Alan MacAlpine

Title: Director

[Signature Page to the 8th Amendment to the Rights Agreement]