

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

Form 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

For the fiscal year ended December 31, 2023

OR

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

OR

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

Commission file number: 001-37959

trivago N.V.

(Exact name of Registrant as specified in its charter)

trivago Corporation

(Translation of Registrant's name into English)

The Netherlands

(Jurisdiction of incorporation or organization)

Kesselstraße 5 - 7, 40221 Düsseldorf, Federal Republic of Germany

(Address of principal executive offices)

Johannes Thomas , +49 211 3876840000, Kesselstraße 5 - 7, 40221 Düsseldorf, Federal Republic of Germany

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Trading symbol	Name of each exchange on which registered
American Depositary Shares (ADSs), each representing five Class A shares, nominal value €0.06 per share	TRVG	The NASDAQ Stock Market LLC
Class A shares, nominal value €0.06 per share*		The NASDAQ Stock Market LLC*

* Not for trading, but only in connection with the registration of the American Depositary Shares.

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

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

110,919,270 Class A shares

237,476,895 Class B shares

(as of December 31, 2023)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

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" or an "emerging growth company."

Large accelerated filer Accelerated filer Non-accelerated filer Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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.

[†] The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Table of contents

	<u>Page</u>
General	1
Special note regarding forward-looking statements	1
Summary of our risk factors	3
PART I	
Item 1 Identity of directors, senior management and advisers	5
Item 2 Offer statistics and expected timetable	5
Item 3 Key information	5
Item 4 Information on the company	33
Item 4A Unresolved staff comments	44
Item 5 Operating and financial review and prospects	45
Item 6 Directors, senior management and employees	63
Item 7 Major shareholders and related party transactions	78
Item 8 Financial information	85
Item 9 Offer and listing	86
Item 10 Additional information	86
Item 11 Quantitative and qualitative disclosures about market risk	114
Item 12 Description of securities other than equity securities	114
PART II	
Item 13 Defaults, dividend arrearages and delinquencies	116
Item 14 Material modifications to the rights of securities holders	116
Item 15 Control and procedures	116
Item 16A Audit committee financial expert	118
Item 16B Code of ethics	118
Item 16C Principal accountant fees and services	118
Item 16D Exemptions from the listing requirements and standards for audit committees	119
Item 16E Purchases of equity securities by the issuer and affiliated purchasers	119
Item 16F Change in registrant's certifying accountant certifying accountant	119
Item 16G Corporate governance	120
Item 16H Mine safety disclosure	122
Item 16I Disclosure regarding foreign jurisdictions that prevent inspections	122
Item 16J Insider trading policies	122
Item 16K Cybersecurity	122
PART III	
Item 17 Financial statements	125
Item 18 Financial statements	125
Item 19 Exhibits	126

General

As used herein, references to “we,” “us,” the “company,” or “trivago,” or similar terms in this Annual Report on Form 20-F mean trivago N.V. and, as the context requires, its subsidiaries. References to “Expedia Group” mean our majority shareholder, Expedia Group, Inc., together with its subsidiaries. References to our “Founders” mean Rolf Schrömgens, Peter Vinnemeier and Malte Siewert, collectively.

Our financial statements are prepared in accordance with U.S. Generally Accepted Accounting Principles, or U.S. GAAP. Unless otherwise specified, all monetary amounts are in euros. All references in this annual report to “\$,” “US\$,” “U.S.\$,” “U.S. dollars,” “dollars” and “USD” mean U.S. dollars, and all references to “€” and “euros,” mean euros, unless otherwise noted.

Special note regarding forward-looking statements

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are based on our management’s beliefs and assumptions and on information currently available to our management. All statements other than present and historical facts and conditions contained in this annual report, including statements regarding our future results of operations and financial positions, business strategy, plans and our objectives for future operations, are forward-looking statements. When used in this annual report, the words “aim,” “anticipate,” “assume,” “believe,” “contemplate,” “continue,” “could,” “due,” “estimate,” “expect,” “goal,” “intend,” “may,” “objective,” “plan,” “predict,” “potential,” “positioned,” “seek,” “should,” “target,” “will,” “would,” and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology identify forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- the extent to which our strategy of increasing brand marketing investments positively impacts the volume of direct traffic to our platform and grows our revenue in future periods without reducing our profits or incurring losses;
- the continuing negative impact of having ceased almost all television advertising in 2020 and only having resumed such advertising at reduced levels in recent years on our ability to grow our revenue;
- our reliance on search engines, particularly Google, whose search results can be affected by a number of factors, many of which are not in our control;
- the promotion by Google of its own products and services that compete directly with our accommodation search;
- our continued dependence on a small number of advertisers for our revenue and adverse impacts that could result from their reduced spending or changes in their cost-per-click, or CPC, bidding strategy;
- our ability to generate referrals, customers, bookings or revenue and profit for our advertisers on a basis they deem to be cost-effective;
- factors that contribute to our period-over-period volatility in our financial condition and result of operations;
- the potential negative impact of a worsening of the economic outlook and inflation on consumer discretionary spending;
- any further impairment of intangible assets;

- geopolitical and diplomatic tensions, instabilities and conflicts, including war, civil unrest, terrorist activity, sanctions or other geopolitical events or escalations of hostilities, such as the war in Ukraine and the ongoing conflict affecting the Middle Eastern region;
- increasing competition in our industry;
- our ability to innovate and provide tools and services that are useful to our users and advertisers;
- our business model's dependence on consumer preferences for traditional hotel-based accommodation;
- our dependence on relationships with third parties to provide us with content;
- changes to and our compliance with applicable laws, rules and regulations;
- the impact of any legal and regulatory proceedings to which we are or may become subject; and
- potential disruptions in the operation of our systems, security breaches and data protection.

You should refer to the section of this annual report titled “*Item 3: Key information - D. Risk factors*” for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this annual report will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame or at all. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

You should read this annual report and the documents that we reference in this annual report and have filed as exhibits to this annual report completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

Summary of our risk factors

Our business is subject to numerous risks that you should be aware of before making an investment decision. These risks are described more fully in "Item 3: Key information - D. Risk factors". These risks include, among others:

Risks related to the general economic and geopolitical environment, the travel industry and our business

- We recently announced a strategy to increase brand marketing investments, with the aim of increasing the volume of direct traffic to our platform in the long-term. This strategy may not enable us to grow our revenue in future periods, or at rates deemed sufficient by the market without reducing our profits or incurring losses.
- We rely on search engines, particularly Google, to drive a substantial amount of traffic to our platform. Google continues to promote its own products and services that compete directly with our accommodation search at the expense of traditional keyword auctions and organic search. If we are unable to drive traffic cost-effectively, direct traffic to our platform could continue to decline and our business would be negatively affected.
- If TV or other brand marketing advertising becomes less effective or if we experience diminishing returns from investments in such advertising, overall or in key markets, our planned brand marketing campaigns may not be as successful in terms of Return on Advertising Spend (ROAS) as our broad-reaching TV marketing campaigns had been prior to the COVID-19 pandemic.
- The number of users we attract from search engines to our platform is due in large part to how and where information from, and links to, our websites are displayed on search engine pages. The display, including rankings, of search results can be affected by a number of factors, many of which are not in our control. Google and other search engines frequently update and change the logic that determines the placement and display of results of a user's search.
- We derive a very large portion of our revenue from a small number of advertisers. Any reduction in spending or any change in the bidding strategies by any of these advertisers could harm our business and negatively affect our financial condition and results of operations.
- We cannot reliably predict our advertisers' future advertising spend or CPC levels or other strategic goals they hope to achieve through changes in bidding on our marketplace and, as a result, it is difficult for us to forecast advertiser demand, especially since our advertisers can and often do change their CPC bidding levels with little or no notice to us.
- We are subject to a number of factors that contribute to significant period-to-period volatility in our financial condition and results of operations.
- We are dependent on general economic conditions, and declines in travel or discretionary spending could reduce the demand for our services.
- As a result of the change in the macroeconomic outlook, we have experienced and may in the future record impairments of intangible assets.
- Increasing competition in our industry could result in a loss of market share and higher traffic acquisition costs or reduce the value of our services to users and a loss of users, which would adversely affect our business, results of operations, financial condition and prospects.
- Any change in the global geopolitical environment, including any escalation or unexpected change in circumstances in the ongoing military conflict between Russia and Ukraine or the ongoing conflict affecting the Middle Eastern region, may have a negative impact on our business.

- If we do not innovate and provide tools and services that are sufficiently useful to users and advertisers, we may not remain competitive, and our revenue and results of operations could suffer.
- Several of our product features depend, in part, on our relationship with third parties to provide us with content and services.

Legal and regulatory risks

- We are involved in various legal proceedings and may experience unfavorable outcomes, which could adversely affect our reputation, business and financial condition.
- Regulators' continued focus on the consumer-facing business practices of online travel companies may adversely affect our business, financial performance, results of operations or business growth.
- We process, store and use user and employee personal data, which entails reputational, litigation and liability risks associated to any actual or perceived potential failure to comply with relevant legal obligations and regulatory guidance, which are constantly evolving.

Operational risks

- The competition for highly skilled personnel, including senior management and technology professionals is intense. If we are unable to retain or motivate key personnel or hire, retain, and motivate qualified personnel, especially as the broader job market undergoes structural changes that increase our costs, our business would be harmed.
- We are dependent upon the quality of traffic in our network to provide value to our advertisers, and any failure in our ability to deliver quality traffic and/or the metrics to demonstrate the value of the traffic could have a material and adverse impact on the value of our websites to our advertisers and adversely affect our revenue.
- We rely on assumptions, estimates and data to make decisions about our business, and any inaccuracies in, or misinterpretation of, such information could negatively impact our business.
- We may experience difficulties in implementing new business and financial systems.
- Increased computer circumvention capabilities could result in security breaches in our information systems, which may significantly harm our business.
- Any significant disruption in service on our websites and apps or in our computer systems, most of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.
- We rely on information technology to operate our business and maintain our competitiveness, and any failure to invest in and adapt to technological developments and industry trends could harm our business.
- Any use of artificial intelligence/machine learning (AI/ML) technologies in our operations may present additional legal, regulatory, and social risks, which could lead to additional costs and impact our competitive position.
- Our brand is subject to reputational risks and impairment.

Risks related to our ongoing relationship with our shareholders

- Expedia Group controls our company and has the ability to control the direction of our business.
- Expedia Group's interests may conflict with our interests, the interests of the Founders and the interests of our shareholders, and conflicts of interest among Expedia Group and us could be resolved in a manner unfavorable to us and our shareholders.

PART I

Item 1: Identity of directors, senior management and advisers

Not applicable.

Item 2: Offer statistics and expected timetable

Not applicable.

Item 3: Key information

A. [Reserved]

Not required.

B. Capitalization and indebtedness

Not applicable.

C. Reasons for the offer and use of proceeds

Not applicable.

D. Risk factors

Our business faces significant risks. You should carefully consider all of the information set forth in this annual report and in our other filings with the United States Securities and Exchange Commission, or the SEC, including the following risks that we face and that are faced by our industry. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. This annual report also contains forward-looking statements that involve risks and uncertainties. Our results could materially differ from those anticipated in these forward-looking statements as a result of certain factors including the risks described below and elsewhere in this annual report and our other SEC filings. See "Special note regarding forward-looking statements" above. For a summary of these risk factors, see "Summary of our risk factors" above.

Risks related to the general economic and geopolitical environment, the travel industry and our business

We recently announced a strategy to increase brand marketing investments, with the aim of increasing the volume of direct traffic to our platform in the long-term. This strategy may not enable us to grow our revenue in future periods, or at rates deemed sufficient by the market without reducing our profits or incurring losses.

We almost completely ceased advertising on television in 2020 and resumed such advertising at reduced levels in recent years. We believe our prior television advertising campaigns continued to have a significant positive effect, albeit one that diminishes over time, on direct traffic volumes to our platform in periods after the advertising was aired. As we continue to see diminishing returns from prior brand marketing campaigns, our financial performance has been negatively impacted. We have experienced declines in direct traffic volumes to our platform and a reduction in revenue of 9.3% in 2023, compared to

2022. We have decided to increase our brand marketing investments to increase the volume of direct traffic to our platform. Our planned increases in brand marketing investments are expected to negatively impact our profitability in the short-to-medium term and there can be no assurances that this revised strategy will succeed.

The success of our brand marketing investments depends on consumers' awareness of the trivago brand, perceived quality and perceived differentiated attributes of our brand, and to what extent those efforts help us attract and expand the number of users of our websites and apps. If TV or other brand marketing advertising becomes less effective or if we experience diminishing returns from investments in such advertising, overall or in key markets, our planned brand marketing campaigns may not be as successful in terms of Return on Advertising Spend (ROAS) as our broad-reaching TV marketing campaigns had been prior to the COVID-19 pandemic. As we make our planned investments, we may observe increasing prices in light of increased spending from competitors or may see reduced benefits from our advertising due to, among other things, increasing traffic share growth of search engines as destination sites for users and the declining viewership in certain age groups and changes in viewing patterns that reduce viewer exposure to advertising. As we develop new creative concepts in our advertisements, our new advertisements may not be as effective in terms of ROAS as those we have used in the past. Our competitors may also invest in innovative advertisement campaigns to improve their brand awareness, which could make it difficult for us to increase or maintain our own marginal returns on our advertisements, despite our planned investments in brand marketing.

We anticipate the decline in viewership on traditional linear television to persist as consumers shift to other digital formats, such as streaming platforms and online video. As a result, we have begun investing in other channels with which we have less experience, including non-linear TV advertising formats and social media which may prove less effective than TV advertising in the long run and potentially lead to a lower marginal ROAS. If we are unable to maintain or enhance consumer awareness of our brand or to generate additional revenue in a cost-effective manner, it may have a material adverse effect on our business, results of operations, financial condition and prospects.

We rely on search engines, particularly Google, to drive a substantial amount of traffic to our platform. Google continues to promote its own products and services that compete directly with our accommodation search at the expense of traditional keyword auctions and organic search. If we are unable to drive traffic cost-effectively, direct traffic to our platform could continue to decline and our business would be negatively affected.

We rely on Bing, Google, Yahoo! and other Internet search engines to generate a substantial amount of traffic to our websites, principally through the purchase of hotel-related keywords. We obtain a significant amount of traffic via search engines and therefore utilize techniques such as search engine optimization and search engine marketing to improve our placement in relevant search queries. The number of users we attract from search engines to our platform is due in large part to how and where information from, and links to, our websites are displayed on search engine pages. The display, including rankings, of search results can be affected by a number of factors, many of which are not in our control. Google and other search engines frequently update and change the logic that determines the placement and display of results of a user's search. If a major search engine changes its algorithms in a manner that negatively affects the search engine ranking, paid or unpaid, of our websites or that of our third-party distribution partners, it may have a material adverse effect on our business, results of operations, financial condition and prospects. For example, we observed ad format tests on Google that negatively impacted traffic volumes to our platform in 2023. In addition, increased competition in keyword auctions can also negatively impact our business, results of operations, financial condition and prospects. For example, we observed higher levels of competition in keyword auctions that resulted in declines in traffic volumes in 2023, particularly in our Americas and Developed Europe segments.

In addition, certain search and metasearch companies may change their displays or rankings in order to promote their own competing products or services, or the products or services of one or more of our competitors. For example, Google, a significant source of traffic to our website, frequently promotes its own hotel search platform (which it refers to as "Google Hotel Ads") at the expense of traditional keyword

auctions and organic search results. This presents a challenge since we have significantly less flexibility to acquire traffic for our website using that platform compared to traditional hotel-related keyword advertising. In addition, our major advertisers might not be amenable in some cases to our using their inventory to compete with them on Google Hotel Ads, which may present a further difficulty if Google continues to direct traffic in this manner. Google's promotion of its own competing products, or similar actions by Google in the future that have the effect of reducing our prominence or ranking on its search results, could have a substantial negative effect on our business, results of operations, financial condition and prospects.

We derive a very large portion of our revenue from a small number of advertisers. Any reduction in spending or any change in the bidding strategies by any of these advertisers could harm our business and negatively affect our financial condition and results of operations.

Our "cost-per-click," or CPC, pricing for click-based advertising depends, in part, on competition among advertisers on our marketplace, with advertisers that pay higher CPCs generally receiving better advertising placement and more referrals from us. We continue to generate the great majority of our revenue from our largest OTA advertisers, including brands affiliated with Booking Holdings, such as Booking.com, Agoda and priceline.com, and those affiliated with our majority shareholder, Expedia Group, such as Brand Expedia and Hotels.com. The loss of any of our major advertisers, on some or all of our platforms, or a further reduction in the amount they spend, or a further concentration in Advertising Spend by one advertiser could result in significant decreases in our revenue and profit or negative impacts on our liquidity position.

Our ability to grow and maintain revenue from our advertisers is dependent to a significant extent on our ability to generate referrals, customers, bookings or revenue and profit for our advertisers on a basis they deem to be cost-effective. Any reduction in the value that we deliver to our advertisers or our ability to match the value delivered by our competitors may negatively affect CPC bids on our marketplace. Our advertisers' spend on our platforms may also be adversely affected by other factors such as a weakening of their own financial or business conditions or external economic effects.

Even if we improve our product and deliver value to our advertisers, the fact that a very significant portion of our revenue is generated from brands affiliated with Booking Holdings and Expedia Group can permit these advertisers, depending on marketplace dynamics, to adjust their CPC bids and obtain the same or increased levels of referrals, customers, bookings or revenue and profit at a lower cost. This can occur if one or more advertisers with sufficient market share to influence our aggregate CPC levels change their return-on-investment targets for their spend on our marketplace. Our advertisers may curtail their spend on our platform in response to changes we may make to our product offering or strategy, which may also, in turn, negatively impact our revenue levels and profitability or increase the volatility on our marketplace.

We are subject to a number of factors that contribute to significant period-to-period volatility in our financial condition and results of operations.

Our financial condition and results of operations have varied and may continue to vary considerably from period-to-period. This was reflected in the quarter-to-quarter changes in our profitability and revenue in 2023 and earlier years. We cannot reliably predict our advertisers' future advertising spend or CPC levels or other strategic goals they hope to achieve through changes in bidding on our marketplace and, as a result, it is difficult for us to forecast advertiser demand, especially since our advertisers can and often do change their CPC bidding levels with little or no notice to us. Our advertisers often pursue different marketing strategies and have varying levels of competitiveness based on their own competitive position. We believe that our advertisers continuously review their advertising spend on our platform and on other marketing channels, and continuously seek to optimize the allocation of their spend among us and our competitors.

We regularly compete with our advertisers in auctions for search engine keywords on Google and other search engines and adjust our spend on search engine marketing based on trends we see in our results. Large advertisers' strategies regularly test how changes in their spend on our platform may affect the efficiency of their spend on these other marketing channels. If these tests indicate that there are financial

benefits from spending less on our platform, we would generate fewer referrals to our advertisers' websites, and as a result, our revenues and results of operations would be adversely affected.

Furthermore, any resulting changes in Referral Revenue, especially as a result of changes in CPC bidding levels by our largest advertisers, could result in our inability to reduce our Advertising Spend, particularly on television, quickly enough to respond to the change in revenue since we have historically placed orders for television advertising in advance of the campaign season. As we spend the great majority of our revenue on advertising, such a failure to reduce Advertising Spend quickly enough can have, and has in the past had, a sudden and significant adverse effect on our profitability and results of operations. This risk may be exacerbated by our strategy to increase our brand marketing investments. Any resulting inability to meet financial guidance that we may communicate to the market in the future may have a material adverse effect on our business, results of operations, financial condition and prospects.

We are dependent on general economic conditions, and declines in travel or discretionary spending could reduce the demand for our services.

Our results of operations and financial prospects are significantly dependent upon users of our services and the prosperity and solvency of the OTAs, hotel chains and independent hotels that have relationships with us. The global economic outlook continues to be highly uncertain, with an economic recession in some or all of our key markets still possible. Travel, including the booking of accommodation, is dependent on personal and business discretionary spending levels, which are directly affected by perceived or actual adverse economic conditions. Our results of operations and financial prospects continue to be significantly dependent upon the economic health of our users and the prosperity and solvency of the OTAs, hotel chains and independent hotels that have relationships with us.

As a result of the change in the macroeconomic outlook, we have experienced and may in the future record impairments of intangible assets.

We recorded a cumulative impairment charge of €196.1 million in 2023 in connection with our annual indefinite-lived intangible asset and goodwill impairment analysis, resulting in the elimination of the goodwill balance and a remaining intangible asset balance of €75.6 million on the consolidated balance sheet as of December 31, 2023. The impairment was driven by adjustments made to our profitability outlook arising from the announced strategy shift to long-term growth, share price decline during the third quarter of 2023, uncertainty in our operating environment, and the continued uncertainty in respect of the overall economic environment. We may record further impairment charges in the future due to further changes in the macroeconomic outlook.

Increasing competition in our industry could result in a loss of market share and higher traffic acquisition costs or reduce the value of our services to users and a loss of users, which would adversely affect our business, results of operations, financial condition and prospects.

We operate in an increasingly competitive travel industry. Many of our current and potential competitors, including hotels themselves (both hotel chains and independent hotels), and metasearch engines, such as Kayak, TripAdvisor, Skyscanner and Google Hotel Ads, locally focused metasearch engines, such as Check24, OTAs, such as Booking.com, Ctrip, TUI, trip.com and Brand Expedia, alternative accommodation websites, such as Airbnb and Vrbo, and other hotel websites, may have been in existence longer, may have larger user bases, may have wider ranges of products and services and may have greater brand recognition and customer loyalty in certain markets and/or significantly greater financial, marketing, personnel, technical and other resources than we do. Some of these competitors may be able to offer products and services on more favorable terms than we can. Google Hotel Ads and other metasearch websites, continue to expand globally, are increasingly competitive, have access to large numbers of users, and, in some cases, continue to adopt strategies and develop technologies and websites that are very similar to ours. In particular, Google has entered various aspects of the online travel market and has grown rapidly in this area, including by offering a flight meta-search product ("Google Flights"), a hotel meta-search product ("Google Hotel Ads"), a vacation rental meta-search product, a tours and activities product, an inspirational travel product, Google Travel (which is a planning

tool that aggregates its flight, tours and activities and hotel and packages products in one website), and by integrating its hotel meta-search products and restaurant information and reservation products into its Google Maps app. In addition, artificial intelligence (AI) has the potential to disrupt the online travel industry, possibly changing how travelers look for and book travel. AI's advancement could enable our competitors to enhance user experiences and operational efficiencies, potentially threatening our position in the market if we do not adopt and deploy artificial intelligence/machine learning (AI/ML) as quickly or as efficiently as our competitors. Further, the rapid pace of AI/ML's development may require the investment of significant resources for us to remain competitive, and we may not receive commensurate returns if we are not successful in achieving the outcomes we expect (either on the timelines we expect or at all). The realization of any of these risks could result in higher traffic acquisition costs, lower CPC levels and reduced margins on our advertising services, loss of market share, reduced user traffic to our websites and reduced advertising by hotel companies and other accommodation advertisers on our websites.

Our business model and value proposition is focused primarily on providing users with search services for hotels. If user preferences shift from traditional hotel-based accommodation or if users expect our websites and apps to offer search for non-accommodation services, we may be unable to source and monetize that inventory to a sufficient degree.

Our success depends on continued innovation to provide features and services that make our websites and apps useful for users. While we have offered users the opportunity to search for alternative accommodation, such as vacation rentals, on our websites and apps, our primary historical focus has been on helping users search for accommodation at hotels. If user preferences shift away from traditional hotel-based accommodation, we may face challenges in integrating and monetizing new types of accommodation into our platform since those properties may have attributes substantially different from hotel rooms, our traditional area of focus. In addition, the online travel industry is rapidly evolving, and if we fail to predict the manner in which that market develops or if our competitors are able to acquire a larger share of the aggregate online accommodation searches at our expense, our financial performance may be harmed. In addition, we do not currently offer users the ability to search for air travel, rental cars, tours, cruises and other services with our advertisers, while they can book or otherwise obtain information about at least some of these services on the websites of nearly all of our major competitors. If we are unable to provide users with information they deem useful, or our competitors are able to provide more attractive offers for accommodation coupled with attractive offers for other services, or if our users demand to see more comprehensive offers akin to those of our competitors, this may have a substantial negative effect on our competitiveness, business, results of operations, financial condition and prospects.

If we do not innovate and provide tools and services that are sufficiently useful to users and advertisers, we may not remain competitive, and our revenue and results of operations could suffer.

Our competitors are constantly innovating in online accommodation-related services and features. As a result, we must continue to invest significant resources in research and development to continuously improve the speed, accuracy and comprehensiveness of our services. The emergence of alternative platforms and niche competitors who may be able to optimize services or strategies have required, and will continue to require, new and costly investments in technology. We have invested, and in the future may invest, in new business strategies and services to attain competitiveness. Some of the changes we are implementing may require us to make investments into what we perceive as longer-term profitable returns at the expense of short-term profitability, and as a result, we may continue to prioritize the quality of user experience over short-term monetization.

In the future, we may need to provide alternative hotel listing products, potentially including paid and non-paid placements, to ensure we have a competitive coverage of rates globally. These strategies and services may not succeed, and, even if successful, our revenue may not increase or we may not achieve the longer-term profitable returns that we expect. In addition, we may fail to adopt and adapt to new technology, especially as text-based Internet search, including through Google and Amazon, potentially moves to video and voice interfaces over the coming years, or we may not be successful in developing technologies that operate effectively across multiple devices and platforms. New developments in other

areas could also make it easier for competitors to enter our markets due to lower up-front technology costs. If we are unable to continue offering innovative services or do not provide sufficiently comprehensive results for our users, we may be unable to attract additional users and advertisers or retain our current users and advertisers, which may have a material adverse effect on our business, results of operations, financial condition and prospects.

If we do not provide a broad set of offers to our users, we may not remain competitive, and our revenue and results of operations could suffer.

Our ability to attract users to our services depends in large part on providing a comprehensive set of accommodation search results and a broad range of offers across price ranges. To do so, we maintain relationships with OTAs, hotel chains, independent hotels and alternative accommodation providers to include their data in our search results. Although we maintain a very large searchable database of properties from around the world, we do not have relationships with some significant potential advertisers, including some major hotel chains, many independent hotels, smaller chains and certain large providers of alternative accommodations. The risk associated with incomplete coverage in our search results may increase if we see lower user interest in accommodation at hotels, for example as a result of any travel restrictions or because user preferences shift away from hotels to alternative accommodation. In addition, consolidation among advertisers, which may occur at increasing levels because of the general global economic situation, or a change to more coordinated or centralized marketing activities within OTA groups and hotel chains, could reduce the number of offers we have available in our marketplace for each hotel. The realization of any of these risks could make us less popular to our users and reduce the revenue we generate from referrals.

Several of our product features depend, in part, on our relationship with third parties to provide us with content and services.

We currently license, and incorporate into our websites, content and technology services from third parties. As we continue to improve the overall quality of our products, we may introduce new features that require us to incorporate new content or services, and this may require us to license additional rights. We cannot be sure that such technology will be available on commercially reasonable terms, if at all. In particular, certain third parties provide us with map products, content such as consumer reviews that we provide to our users along with our proprietary rating scores and hotel related data and information. If any of our third-party data providers terminate their relationships with us, the information that we provide to users may be limited or the quality of the information may suffer, which may negatively affect the implementation of our strategic initiatives, users' perception of the value of our product and our reputation.

Many events beyond our control, including geopolitical events, may adversely affect the travel industry.

Many events beyond our control can adversely affect the travel industry, with a corresponding negative impact on our business and results of operations. Natural disasters, including hurricanes, tsunamis, earthquakes or volcanic eruptions, and other natural phenomena, public health threats, such as outbreaks of the Zika virus, the Ebola virus, avian flu and, most recently, COVID-19, as well as other pandemics and epidemics, have disrupted normal travel patterns and levels in the past. The COVID-19 pandemic has had a significant negative impact on our global business volumes, particularly in 2020 and 2021 and a severe outbreak of new (vaccine-resistant) variants of these viruses, other airborne contagious diseases or another pandemic, may result in governmental authorities imposing or re-imposing restrictions and recommending precautions to mitigate the health crisis. The travel industry is also sensitive to other events that may discourage travel, such as work stoppages or labor unrest, political instability, regional hostilities. Any change in the global geopolitical environment, including any escalation or unexpected change in circumstances in the ongoing military conflict between Russia and Ukraine or the ongoing conflict affecting the Middle Eastern region, may have a negative impact on our business. We do not have insurance coverage against loss or business interruption resulting from war and terrorism, and we may be unable to fully recover any losses we sustain due to other factors beyond our control under our existing insurance coverage. The occurrence of any of the foregoing events may have a material adverse effect on our business, results of operations, financial condition and prospects.

Our global operations expose us to risks associated with currency fluctuations, which may adversely affect our business.

Our platform is available in a large number of jurisdictions outside the Eurozone. As a result, we face exposure to movements in currency exchange rates around the world. Changes in foreign exchange rates can amplify or reduce changes in the underlying trends in our Advertising Spend and revenue. A large portion of our advertising expenses are incurred in the local currency of the particular geographic market in which we advertise, with a significant amount incurred in U.S. dollar. Although we largely denominate our CPCs in euro and have relatively little direct foreign currency translation with respect to our revenue, we believe that our advertisers' decisions on the share of their booking revenue they are willing to pay to us are based on the currency in which the hotels being booked are priced. Accordingly, we have observed that advertisers tend to adjust their CPC bidding based on the relative strengthening or weakening of the euro as compared to the local functional currency in which the booking with our advertisers is denominated. Currency exchange-related exposures also include but are not limited to re-measurement gains and losses from changes in the value of foreign denominated monetary assets and liabilities; translation gains and losses on foreign subsidiary financial results that are translated into euro upon consolidation; fluctuations in hotel revenue and planning risk related to changes in exchange rates between the time we prepare our annual and quarterly forecasts and when actual results occur.

We do not currently hedge our foreign exchange exposure. Depending on the size of the exposures and the relative movements of exchange rates, if we choose not to hedge or fail to hedge effectively our exposure, we could experience a material adverse effect on our financial statements and financial condition. As we have seen in some recent periods, in the event of severe volatility in foreign exchange rates, these exposures can increase, and the impact on our results of operations can be more pronounced. In addition, the current environment and the global nature of our business have made hedging these exposures more complex.

We are subject to counterparty default risks.

We are subject to the risk that a counterparty to one or more of our customer arrangements will default on its performance obligations. A counterparty may fail to comply with its commercial commitments, which could then lead it to default on its obligations with little or no notice to us. This could limit our ability to take action to mitigate our exposure. Additionally, our ability to mitigate our exposures may be constrained by the terms of our commercial arrangements or because market conditions prevent us from taking effective action. In addition, our ability to recover any funds from financially distressed or insolvent counterparties is limited, and our recovery rates in such instances have historically been very low. Because a majority of our accounts receivable are owed by Booking Holdings and Expedia Group, delays or a failure to pay by any of these advertisers could result in a significant increase in our credit losses, and we may be unable to fund our operations. Counterparties may also be located in countries where enforcement of our creditors' rights is more difficult than in the countries where our major OTA advertisers are located. If one of our counterparties becomes insolvent or files for bankruptcy, our ability to recover any losses suffered as a result of that counterparty's default may be limited by the liquidity of the counterparty or the applicable laws governing the bankruptcy proceedings, and in any event, the customers of that counterparty may seek redress from us, even though the booking with that counterparty was not conducted on our platform. In addition, almost all of our agreements with OTAs, hotel chains and independent hotels may be terminated at will or upon prior notice of thirty days or less by either party. In the event of such default or termination, we could incur significant losses or reduced revenue, which could adversely impact our business, results of operations, financial condition and prospects.

Legal and regulatory risks

We are involved in various legal proceedings and may experience unfavorable outcomes, which could adversely affect our reputation, business and financial condition.

We are involved in various legal proceedings and disputes involving alleged infringement of third-party intellectual property rights, competition and consumer protection laws, including, but not limited to, the legal proceedings described in the following risk factor and in "Item 8: Financial information - A."

Consolidated statements and other financial information - Legal Proceedings". These matters may involve claims for substantial amounts of money or for other relief that might necessitate changes to our business or operations. The defense of these actions has been, and will likely continue to be, both time consuming and expensive and the outcomes of these actions cannot be predicted with certainty. Determining provisions for pending litigation is a complex, fact-intensive process that requires significant legal judgment. It is possible that unfavorable outcomes in one or more such proceedings could result in substantial payments that would adversely affect our business, consolidated financial position, results of operations, reputation or cash flows in a particular period.

Regulators' continued focus on the consumer-facing business practices of online travel companies may adversely affect our business, financial performance, results of operations or business growth.

A number of regulatory authorities in Europe, Australia and elsewhere have initiated litigation and/or market studies, inquiries or investigations relating to online marketplaces and how information is presented to consumers using those marketplaces, including practices such as search results rankings and algorithms, discount claims, disclosure of charges, and availability and similar messaging. For example, on January 20, 2020, the Australian Federal Court issued a judgment in the Australian Competition and Consumer Commission's (ACCC) case against us regarding our advertising and website display practices in Australia. On April 22, 2022, the Australian Federal Court issued a judgment ordering us to pay a penalty of AUD 44.7 million. We paid the penalty balance of €29.6 million (AUD 44.7 million) in the second quarter of 2022 and costs arising from the proceedings. Parts of the court's opinions included views that differed significantly from those of other national regulators and raised concerns about the function of our marketplace and the adequacy of disclosures to consumers regarding how advertisers that pay higher CPCs generally receive better advertising placement on our website. Since then, two purported class actions have been filed in Israel and Ontario, Canada, making allegations about our advertising and/or display practices broadly similar to aspects of the case brought by the ACCC. Plaintiffs' motion for class certification in the Ontario action was denied on November 28, 2022. Plaintiffs have since filed a notice of appeal asking that the motion for class certification be granted. A hearing regarding that appeal took place on November 17, 2023, with a decision still pending. A case management hearing in the class action filed in Israel recently took place. The matter remains at a relatively early stage.

Should other national courts or regulators take a similar view of our business model to that of the Australian Federal Court and the ACCC, or should changes in our business practices or those prevalent in our sector following the attention brought on by this litigation or other regulatory matters reduce the attractiveness, competitiveness or functionality of our platform and the services we offer, or should our reputation or that of our sector continue to suffer, or should we have to pay substantial amounts due to any such regulatory action or proceeding, our business, results of operations, financial condition and prospects could be adversely affected.

In addition, many governmental authorities in the markets in which we operate are also considering additional and potentially diverging legislative and regulatory proposals that would increase the level and complexity of regulation of Internet display, disclosure and advertising activities. There also are, and will likely continue to be, an increasing number of laws and regulations pertaining to the Internet and online commerce that may relate to liability for information retrieved from, transmitted over or displayed on the Internet, display of certain taxes, charges and fees, online editorial, user-generated or other third-party content, user or other third-party privacy, data security, behavioral targeting and online advertising, taxation, liability for third-party activities and the quality of services.

We process, store and use user and employee personal data, which entails reputational, litigation and liability risks associated to any actual or perceived potential failure to comply with relevant legal obligations and regulatory guidance, which are constantly evolving.

Personal data information is increasingly subject to legislation and regulations, and the enforcement thereof, in numerous jurisdictions around the world. We are in particular subject to the EU (European Union) General Data Protection Regulation 2016/679 or "GDPR", in effect since May 25, 2018, as well as the ePrivacy Directive (and local laws implementing the ePrivacy Directive) regarding the use of cookies

and similar technologies. Both of these pieces of legislation have recently led to the imposition of significant fines on various companies by EU data protection authorities and/or similar enforcement actions. Due to the global nature of our operations, we are subject to an ever changing and growing patchwork of privacy laws, including the UK GDPR and the UK Data Protection Act 2018, the Brazilian General Data Protection Law, the Canadian Personal Information Protection and Electronic Documents Act, India's Digital Personal Data Protection Act, U.S. state privacy laws and others.

A number of these data protection laws (including the GDPR and the UK GDPR) contain restrictions on processing of personal data, including lawful processing ground, cross-border transfers of personal data, mandatory breach reporting to regulators and, under certain circumstances, to the individuals whose personal data was compromised in the breach.

Many other jurisdictions have adopted or are in the process of adopting data protection regulations, which are sometimes inconsistent or conflicting. While we strive to monitor and comply with this complex and ever-changing patchwork of laws, a failure or perceived or alleged failure by us or our third party providers to comply with data privacy requirements in one of the jurisdictions where we operate or target users may significantly harm our businesses, including by subjecting us to regulatory investigations or enforcement, lawsuits (including class actions), fines, sanctions or other penalties that could negatively affect our reputation, business, financial condition and results of operations. In general, negative publicity we might receive regarding any actual or perceived violations of consumer privacy rights, including fines and enforcement actions against us or other similarly placed businesses, may also impair consumers' trust in our privacy practices and make them reluctant to give their consent to share their data with us. In addition, we could be adversely affected if data privacy regulations are expanded (through new regulation or through legal rulings) to require major changes in our business practices and we may incur substantial compliance-related costs and expenses that are likely to increase over time. Implementation of and compliance with these laws and regulations may be more costly or take longer than we anticipate, or could otherwise adversely affect our business operations, including by causing us to divert resources from other initiatives and projects to address these evolving compliance and operational requirements, all of which could negatively impact our financial position or cash flows.

Changes in, and continued implementation and enforcement of, international trade and anti-corruption laws and regulations could affect our ability to remain in compliance with such laws and regulations and could have a materially adverse effect on our business, results of operations, financial condition and prospects.

The United States (acting through, among other government agencies, the SEC, the U.S. Department of Justice and the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC)), as well as foreign authorities of other jurisdictions, such as the United Kingdom and the European Union, continue to be focused on the implementation and enforcement of economic and trade and anti-corruption laws and regulations, across industries. For example, U.S. sanctions broadly prohibit transactions conducted within U.S. jurisdiction in, with, involving or relating to certain countries and territories subject to comprehensive sanctions, including, currently, the Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, Iran, North Korea and Syria, and certain specifically designated individuals and entities (including the Government of Venezuela and those individuals and entities listed on OFAC's Specially Designated Nationals and Blocked Persons List), as well as parties owned (and with respect to the Government of Venezuela, owned or controlled) by such sanctioned individuals and entities. In addition, as a result of Russia's invasion of Ukraine, governmental authorities in the United States, the European Union, and the United Kingdom, among others, launched an expansion of coordinated sanctions and export control measures, including targeted sanctions against certain individuals and entities and prohibitions or restrictions on new investments and other financial, commercial, or trade-based activities. We believe that our activities comply with applicable trade and anti-corruption laws and regulations, including the laws and regulations administered and enforced by OFAC, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. As applicable laws and regulations are enacted or amended, often with little or no advance notice, and the interpretations of those laws and regulations may evolve or come into conflict with other jurisdictions, we cannot guarantee that our programs and policies will be deemed compliant by all applicable regulatory authorities or at all times. In the event that our controls should fail or are found not to be in compliance for

any reasons, including as a result of changes to our products and services or the behavior of our advertisers, we could be subject to monetary damages, civil and criminal penalties or other regulatory action, litigation and damage to our reputation and the value of our brand.

We may not be able to adequately protect our intellectual property, which could harm the value of our brand and adversely affect our business.

We regard our intellectual property, including our business processes and other proprietary information, as critical to our success, and we rely on trademark, copyright and trade secret laws, domain name registration, confidentiality and non-disclosure procedures and contractual provisions and license agreements, where applicable, to protect our proprietary rights. If we are not successful in protecting our intellectual property, it could have a material adverse effect on our business, results of operations, financial condition and prospects.

Effective trademark and service mark protection may not be available in every country in which our services are provided. The laws of certain countries do not protect proprietary rights, such as trade secrets, to the same extent as the laws of the United States or Europe and, therefore, in certain jurisdictions, we may be unable to protect our proprietary technology adequately against unauthorized third-party copying or use, which could adversely affect our competitive position. In case of the introduction of new trademarks or logos, there is a risk of third parties with older, allegedly similar trademarks challenging the new brand. In addition, certain characteristics of the Internet, in particular the anonymity, may make the protection and enforcement of our intellectual property difficult and in some cases, even impossible. We have licensed in the past, and expect to license in the future, certain of our proprietary rights, such as trademarks, to third parties. These licensees may take actions that might diminish the value of our proprietary rights or harm our reputation, even if we have agreements prohibiting such activity. Moreover, we utilize intellectual property and technology developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms. Also, to the extent that third parties are obligated to indemnify us for breaches of our intellectual property rights, these third parties may be unable to meet these obligations. Any of these events may have a material adverse effect on our business, results of operations, financial condition and prospects.

We have registered domain names for websites that we use in our business, such as www.trivago.com, www.trivago.de and www.trivago.co.uk. Our competitors could attempt to capitalize on our brand recognition by using domain names similar to ours. Domain names similar to ours have been registered in the United States and elsewhere, and in some countries the domain name "trivago," or spelling variations of it, may be owned by other parties. We may be unable to prevent third parties from acquiring and using domain names that infringe on, are similar to, or otherwise decrease the value of, our brand or our trademarks or service marks. Protecting and enforcing our rights to our domain names and determining the rights of others may require litigation, which, whether or not successful, could result in substantial costs and diversion of management attention, as well as a loss in customer trust in the brand.

We are, and may in the future be, subject to legal claims alleging that we infringe, misappropriate or otherwise violate the intellectual property rights of third parties.

Our commercial success depends on our ability to conduct our business without infringing, misappropriating or otherwise violating any intellectual property owned by third parties. We may be subject to liability if our products, services, software or other technology, or the operations of our business infringe, misappropriate or otherwise violate the patents, copyrights, trademarks or other intellectual property rights of third parties. Intellectual property challenges have been increasingly brought against members of the travel industry, and third parties may bring legal claims, or threaten to bring legal claims, that their intellectual property rights are being infringed, misappropriated or otherwise violated by us, including by means of counterclaims against us as a result of the assertion of our intellectual property rights. Further, the use of AI/ML technologies in our operations may result in claims by third parties of infringement, misappropriation or other violations of intellectual property, including based on the use of large datasets to train the AI/ML technologies, or the use of output generated by AI/ML technologies, in

either case which may contain or be substantially similar to third-party material protected by intellectual property, including patents, copyrights or trademarks.

We do currently, and could in the future, face claims that we have infringed the intellectual property rights of others. Legal proceedings involving intellectual property rights are highly uncertain and can involve complex legal and scientific questions, and any claims against us or such providers could require us to spend significant time and money in litigation or pay damages. Such claims could also delay or prohibit the use of existing, or the release of new, products, services or processes, and the development of new technology or intellectual property. We cannot assure you that we will achieve a favorable outcome for any such claims, and any such actual or threatened claims (whether or not valid) could adversely impact our reputation and result in direct and indirect costs, all of which may have an adverse impact on our operations and financial performance. Even if we believe such third party claims are without merit, a court may hold that we have infringed, misappropriated or otherwise violated such intellectual property rights or we may settle claims to avoid the cost and uncertainty of litigation. If we were to be found liable for any such infringement, misappropriation or other violation, we could be required to rebrand, redesign, reengineer or modify our products and services (including our platform), pay substantial monetary damages, including possible treble damages and attorneys' fees, or royalties and enter into costly license agreements (if available at all) to obtain the rights to use necessary technology, and we could be subject to injunctions preventing us from using some or all of our products, services or technology. Any payments we are required to make and any injunctions with which we are required to comply as a result of infringement claims could be costly.

Even if intellectual property claims brought by or against us are settled or resolved in our favor, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential or proprietary information could be compromised by disclosure during this type of litigation. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our securities.

Any of the foregoing could divert management's attention and materially and adversely affect our business, financial condition, results of operations and cash flows.

Operational risks

The competition for highly skilled personnel, including senior management and technology professionals is intense. If we are unable to retain or motivate key personnel or hire, retain, and motivate qualified personnel, especially as the broader job market undergoes structural changes that increase our costs, our business would be harmed.

We believe our success has depended, and continues to depend, on the efforts and talents of our senior management and our highly skilled team members, including our software engineers and other technology professionals who are key to designing code and algorithms necessary to our business. Our workforce has declined from 1,247 on December 31, 2019 to 651 as of December 31, 2023. This reduction in workforce has resulted in the loss of institutional knowledge, relationships or expertise for critical roles. This reduction may also have a negative impact on employee morale and productivity, and could make it more difficult to retain valuable key employees, divert attention from operating our business, create personnel capacity constraints and hamper our ability to grow, develop innovative products and compete, any of which could impede our ability to operate or meet strategic objectives.

We continue to face intense competition for new talent as the broader job market appears to undergo structural changes that have further exacerbated the competitive environment. We compete with companies that have far greater financial resources than we do as well as companies that promise short-term growth opportunities and/or other benefits. These companies may be able to provide attractive offers to employees in critical roles who have gained valuable and marketable experience in our flat organizational structure. The competition for talent in our industry has in the past and may in the future increase our personnel expenses, which may adversely affect our results of operations. We have experienced changes to our senior management during 2023. We may be unable to hire or retain certain

high-performing employees, including senior management, when the price of our ADSs is low, as a significant portion of the compensation they receive consists of equity grants. If we do not succeed in attracting well-qualified employees, or retaining or motivating existing employees, including senior management, our business would be adversely affected. The loss of the services of any key individual could negatively affect our business.

We are dependent upon the quality of traffic in our network to provide value to our advertisers, and any failure in our ability to deliver quality traffic and/or the metrics to demonstrate the value of the traffic could have a material and adverse impact on the value of our websites to our advertisers and adversely affect our revenue.

We use technology and processes to monitor the quality of the internet traffic that we deliver to our advertisers and have identified metrics to demonstrate the quality of that traffic and identify low quality clicks such as non-human processes, including robots, spiders, the mechanical automation of clicking and other types of invalid clicks or click fraud. Even with such monitoring in place, there is a risk that a certain amount of low-quality traffic will be delivered to such online advertisers. Such low-quality or invalid traffic may be detrimental to our relationships with advertisers and could adversely affect our advertising pricing and revenue.

We rely on assumptions, estimates and data to make decisions about our business, and any inaccuracies in, or misinterpretation of, such information could negatively impact our business.

We take a data-driven, testing-based approach to managing our business, where we use our proprietary tools and processes to measure and optimize end-to-end performance of our platform. Our ability to analyze and rapidly respond to the internal data we track enables us to improve our platform and make decisions about allocating marketing spend and ultimately convert any improvements into increased revenue. While the internal data we use to judge the effectiveness of changes to our platform and to make improvements to how we make decisions about allocating Advertising Spend are based on what we believe to be reasonable assumptions and estimates, our internal tools are not independently verified by a third-party and have a number of limitations. We only have access to limited information about user behavior compared to many of our competitors that in many cases can record detailed information about users who log onto their websites or who complete a booking or other transaction with them.

In addition, our ability to track user behavior is also subject to considerable limitations, for example, relating to our ability to use cookies and browser extensions to analyze behavior over time, and to difficulties pertaining to users who use multiple devices to conduct their search for accommodation. In particular, users can block or delete cookies through their browsers or “ad-blocking” software or apps. The most common Internet browsers allow users to modify their browser settings to prevent cookies from being accepted by their browsers or are set to block third-party cookies by default. At least one major browser has introduced extensive privacy features, including the imposition of a strict time limit on tracking tools’ lifespans. Another major browser provider has announced a phase-out of third-party cookies for all users by the end of the second half of 2024. Further, the mobile app ecosystem is constantly evolving, in particular with how the operating systems handle third party data tracking and usage. Changes in these technologies or developments further limiting data availability may inhibit our ability to use user and web analytics data to better understand and track our users’ preferences. We use this information to improve our platform, to optimize our marketing campaigns and our advertisers’ campaigns and to detect and prevent fraudulent activities, which all may be adversely affected. We believe that many of our competitors, in particular Google, have substantial advantages compared to us in their ability to understand and track users’ behavior. In addition, we are to a significant extent dependent upon certain advertisers for specific types of user information, including, for example, as to whether a user ultimately completed a booking. Our or our advertisers’ methodologies for tracking this information may change over time. Some countries have already adopted digital services tax, or other taxes of a similar nature, while other countries may also adopt such taxes in the future. In addition to increasing our operational expenses, digital services tax or other taxes of a similar nature make it more difficult for us to measure the marginal efficiency of our Advertising Spend among marketing channels as such taxes affect not only how we allocate our spend but also how these marketing channels and our advertisers make

decisions about their businesses. Additionally, our use of such tracking tools may be subject to regulation by certain data protection laws.

Furthermore, we incorporate AI into certain of our offerings. The use of AI presents risks and challenges, including that algorithms may be flawed, datasets may be insufficient, erroneous, stale, or contain biased information, or content chosen for display to users by AI systems may be discriminatory, offensive, illegal, or otherwise harmful. These deficiencies and other failures of AI systems could subject us to competitive harm, regulatory action, legal liability, and brand or reputational harm. In addition, AI's sophistication in mimicking human behavior can also make it more difficult to detect fraudulent activities, such as click fraud and fake reviews, thereby potentially jeopardizing our reputation and relationships with advertisers. See also – *“Any use of artificial intelligence/machine learning (AI/ML) technologies in our operations may present additional legal, regulatory, and social risks, which could lead to additional costs and impact our competitive position.”*

If the internal tools we use to judge the effectiveness of changes to our platform produce or are based on information that is incomplete or inaccurate, or we do not have access to important information, or if we are not sufficiently rigorous in our analysis of that information, or if such information is the result of algorithm or other technical or methodological errors, the decisions we make relating to our website, marketplace and allocation of marketing spend may not result in the positive effects in terms of profitability, revenue and user experience that we expect, which may negatively impact our business, results of operations, financial condition and prospects.

In the past, we identified a material weakness in our internal control over financial reporting. If the measures we have implemented, including internal controls, fail to be effective in the future, any such failure could result in material misstatements of our financial statements, cause investors to lose confidence in our reported financial and other public information, harm our business and adversely impact the trading price of our ADSs.

Our management is responsible for establishing and maintaining internal controls over financial reporting, disclosure controls, and compliance with other requirements of the Sarbanes-Oxley Act and the rules promulgated by the SEC thereunder. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. GAAP. In addition, our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act. Satisfying these requirements requires us to dedicate a significant amount of time and resources, including for the development, implementation, evaluation and testing of our internal controls over financial reporting. Although no material weaknesses were identified in connection with the attestation of the effectiveness of our internal control over financial reporting as of December 31, 2023, 2022 or 2021, our management cannot guarantee that our internal controls and disclosure controls will prevent all possible errors or fraud. In addition, the internal controls that we have implemented could fail to be effective in the future. This failure could result in material misstatements in our financial statements, result in the loss of investor confidence in the reliability of our financial statements and subject us to regulatory scrutiny and sanctions. This could, in turn, harm our business and the market value of our ADSs. In addition, we may be required to incur costs in improving our internal controls system and the hiring of additional personnel.

We may experience difficulties in implementing new business and financial systems.

We continue to transition certain business and financial systems to systems that reflect the size, scope and complexity of our operations, such as an internally developed tool to manage the invoicing process and additional third-party tools which assist us with system integration and financial management. The process of migrating our legacy systems could disrupt our ability to timely and accurately process and report key aspects of our financial statements as we will rely on these systems for information that is included in or otherwise relevant for our financial statements. As of January 1, 2024, trivago migrated to a new enterprise resource planning (ERP) system to continue replacing legacy systems. While the implementation of these systems is intended to increase accuracy of financial reporting and reduce our reliance on manual procedures and actions, the transition may affect the accuracy of reporting as we

align some of our processes. With respect to these systems, certain additional financial controls and processes will be required and may result in changes to the current control environment. These changes will need to be assessed for effective implementation and effectiveness in mitigating inherent risk in these processes. This evaluation could result in deficiencies in our internal control over financial reporting, including material weaknesses, in future periods. Any difficulties in implementing the new software or related failures of our internal control over financial reporting could adversely affect our business, results of operations, financial condition and prospects, and could cause harm to our reputation. Furthermore, there is a risk that the implemented systems may fail during their initial implementation phases, which could have a further operational impact if the legacy systems are discontinued.

Increased computer circumvention capabilities could result in security breaches in our information systems, which may significantly harm our business.

The risk of a cybersecurity-related attack by bad actors or third parties seeking unauthorized access to our data or users' data, or to disrupt our ability to provide service, is persistent. An increasing number of companies, including those with significant online operations, such as us, have increasingly become susceptible to breaches of their security, some of which have involved sophisticated tactics and techniques. While we take measures to guard against the type of activity that can lead to data breaches, the techniques used by bad actors to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are unknown until launched against a target. As such, we may be unable to anticipate these tactics and techniques or to implement adequate preventative measures.

We cannot guarantee that our security measures or the security measures of external service providers will prevent all security breaches, intrusions or attacks, as computer circumvention tools and techniques become more advanced. A party that is able to circumvent our security systems or the systems of an external service provider could improperly obtain confidential information or cause significant disruptions to our operations. Further, despite the data recovery abilities covering the data hosted by cloud-hosted services, any breaches to our systems may leave us vulnerable to service outages, disruptions in access to our services or loss of ours or customers' material data which we may be unable to recover. In the past, we have experienced cyber-related fraud and "denial-of-service" type of attacks on our system, which have made portions of our website unavailable for periods of time. Any actions that impact the availability of our website or apps could cause a loss of substantial business volume during the occurrence of any such incident and such risks are likely to increase as the tools to carry out such actions become more advanced and sophisticated.

Cybersecurity threats may also be amplified by improper use of AI in addition to other related technologies, which may further increase our exposure to security breaches, intrusions or attacks and other cybersecurity risks, as attackers harness its capabilities to launch more complex, automated, and targeted attacks and may require us to spend additional resources to further strengthen our defenses against such threats. In addition to the considerable resources needed to address or mitigate their effects, security breaches could result in reputational harm and negative publicity with users and advertisers whether existing or potential, losing confidence in the security of our systems. Security breaches could also expose us to risk of loss, possible liability, and subject us to regulatory or criminal penalties and sanctions as well as civil litigation, including under various complex and evolving data protection and cybersecurity laws.

Any significant disruption in service on our websites and apps or in our computer systems, most of which are currently hosted by third-party providers, could damage our reputation and result in a loss of users, which would harm our business and results of operations.

Our brand, reputation and ability to attract and retain users to use our websites and apps depend upon the reliable performance of our network infrastructure and content delivery processes. We have experienced interruptions in these systems in the past, including server failures that temporarily slowed down the performance of our websites and apps, in particular as we opted to use more cloud-based services. We may experience service interruptions in the future. Interruptions in these systems, whether due to system failures, computer viruses or physical or electronic break-ins, could affect the security or

availability of our services on our websites and apps and prevent or inhibit the ability of users to access our service, which, in turn, can have a material adverse effect on our financial condition, business and results of operation. Problems with the reliability or security of our systems could harm our reputation. Damage to our reputation and the cost of remedying these problems could negatively affect our business, financial condition and results of operations.

While we still lease or own servers for internal communication and services, our systems mostly rely on cloud-hosted services. We are therefore reliant upon external providers, including Amazon Web Services and Google Cloud Platform, to provide us with cloud computing infrastructure. Any disruption to our use of services furnished by these providers or an unanticipated increase in costs from using those services could negatively impact our business operations. Our systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, acts of war, electronic and physical break-ins, computer viruses, earthquakes and similar events. The occurrence of any of the foregoing events could result in damage to our systems or could cause them to fail completely, and our insurance may not cover such events or may be insufficient to compensate us for losses that may occur.

Our systems are not completely redundant worldwide, so a failure of our system at one site could result in reduced functionality for our users, and a total failure of our systems could cause our websites or apps to be inaccessible to our users. Problems faced by our third-party service providers with the telecommunications network providers with which they contract or with the systems by which they allocate capacity among their users, including us, could adversely affect the experience of our users. Our third-party service providers could decide to close their facilities without adequate notice. Any financial difficulties, such as bankruptcy or reorganization, faced by our third-party service providers or any of the service providers with whom they contract may have negative effects on our business, the nature and extent of which are difficult to predict. If our third-party service providers are unable to keep up with our growing needs for capacity, this could have an adverse effect on our business, results of operations, financial condition and prospects. Any errors, defects, disruptions or other performance problems with our services could harm our reputation and may have a material adverse effect on our business, results of operations, financial condition and prospects.

We rely on information technology to operate our business and maintain our competitiveness, and any failure to invest in and adapt to technological developments and industry trends could harm our business.

We depend on the use of sophisticated information technologies and systems, including technology and systems used for websites and apps, customer service, supplier connectivity, communications, fraud detection and administration. As our operations grow in size, scope and complexity, we need to continuously improve and upgrade our systems and infrastructure to offer an increasing number of user-enhanced services, features and functionalities, while maintaining or improving the reliability and integrity of our systems and infrastructure. In addition, we may not be able to maintain our existing systems or replace or introduce new technologies and systems as quickly as we would like or need in a cost-effective manner. If these changes result in our infrastructure being unreliable or if they do not result in the benefits we anticipate, our business, results of operations, financial condition and prospects could be adversely affected.

Any use of artificial intelligence/machine learning (AI/ML) technologies in our operations may present additional legal, regulatory, and social risks, which could lead to additional costs and impact our competitive position.

Because AI/ML is a developing technology in its nascency, legal frameworks for AI/ML governance are unsettled, quickly developing, and unpredictable. The misuse of AI raises new ethical issues and poses a number of risks that cannot be fully mitigated. Using AI/ML while the technology is still developing may expose us to additional liability, reputational harm, and threats of litigation, particularly if the AI/ML we adopt produces errors, bias, hallucinations, harmful content, discrimination, intellectual property infringement or misappropriation, data privacy or cybersecurity issues, or otherwise does not function as intended. For example, AI/ML technologies are highly reliant on the collection and analysis of large

amounts of data and complex algorithms, which may be overbroad, insufficient, or contain biased information. Moreover, with the use of AI/ML technologies, there often exists a lack of transparency of the sources of data used to train or develop the AI technologies or how inputs are converted to outputs and we cannot fully validate this process and its accuracy. The accuracy of such inputs and the resulting impacts on the results of AI/ML technologies cannot be verified and could result in outputs that may include or be derived from inaccurate or erroneous information.

The emergence of increasingly sophisticated AI/ML models in recent years has also prompted lawmakers around the world to consider regulation of AI. These regulations are in effect or under consideration in several jurisdictions where we do business. Moreover, regulations relating to AI/ML technologies may also impose certain obligations on organizations, and the costs of monitoring and responding to such regulations, as well as the consequences of non-compliance, could have an adverse effect on our operations or financial condition. For example, in February 2024, representatives of European Union Member States reached agreement on the proposed text of the EU's Artificial Intelligence Act (EU AI Act), one of the first comprehensive regulations on AI. While the legislative text of the EU AI Act has yet to be formally approved by the European Parliament, the proposed text introduces a risk-based framework for regulating AI systems and models. Based on the proposed text, non-compliance with the EU AI Act's strictest prohibitions may lead to fines of up to €35 million, or 7% of a group's total worldwide annual turnover, whichever is higher. If adopted, the EU AI Act is expected to apply after a transitional period of two years after its entry into force (although certain rules may come into effect at an earlier time). Other substantial markets, like the U.S. and the U.K., are also in the process of considering AI-specific regulation. For example, the White House's Executive Order on the Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence devises a framework for the U.S. government, among other things, to regulate private sector use and development of certain foundation models. The legal landscape surrounding AI therefore remains uncertain and will require close monitoring in the coming years, as trivago increasingly applies AI technologies.

The use of AI/ML, including potential inadvertent disclosure of personally identifiable information, could also lead to legal and regulatory investigations and enforcement actions, or may give rise to specific obligations, including required notices, consents and opt-outs, under various data privacy, protection and cybersecurity laws and regulations in a number of jurisdictions. Further, despite our ongoing investment in AI/ML, there is no assurance that new laws and regulations will not restrict the ways we can use the AI/ML we have adopted, including by limiting or changing global AI/ML adoption trends that may impede our strategy. Unfavorable legal and regulatory developments could also impact our vendors, suppliers and industry as a whole, and we may be exposed to increased risk of liability, reputational harm, and other significant costs if we need to make business and operational changes in response to such developments. Our failure, or perceived failure, to comply fully with developing interpretations of AI/ML laws and regulations, or meet evolving and varied stakeholder expectations and industry standards, could harm our business, reputation, financial condition, and operating results.

Our brand is subject to reputational risks and impairment.

We have developed our trivago brand through extensive marketing campaigns, website promotions, customer referrals and the use of a dedicated sales force. We cannot guarantee that our brand will not be damaged by circumstances that are outside our control or by third parties, such as hackers, or interfaces with their clients, such as subcontractors' employees or sales forces, with a resulting negative impact on our activities. For example, we may be subject to negative press accounts or other negative publicity regarding our product, brand or business practices, which may, among other things, cause us reputational harm. Such negative publicity may become more prevalent as a result of announced or future regulatory investigations or litigation relating to practices in our marketplace and related online travel-related market segments. We believe this occurred when the Australian Federal Court issued a judgment finding that we had engaged in conduct in breach of the Australian Consumer Law. Social media's reach may magnify any negative publicity and messages can "go viral" necessitating effective crisis response in real time. A failure on our part to protect our image, reputation and the brand under which we market our products and services may have a material adverse effect on our business, results of operations, financial condition and prospects.

We are subject to risks associated with a corporate culture that promotes entrepreneurialism among our employees and continuous learning.

We have delegated considerable operational autonomy and responsibility to our employees, including allowing our employees flexible working hours that allow them to determine when, where and for how long they work. We also often make changes to our internal organizational structure to support operational autonomy and individual advancement. Consequently, people in key positions may have less experience in the relevant operational areas. As our employees have significant autonomy and may lack experience when performing new operational roles, this could result in poor decision-making. We have also implemented remote working for our employees since the COVID-19 pandemic but have since limited the number of days that employees may work remotely. Our competitors may offer more operational autonomy and flexibility regarding remote work, which may, in turn, make it difficult for us to retain and motivate our employees. The realization of any of these risks could have a material adverse effect on our business, results of operations, financial condition and prospects.

Integration of acquired assets and businesses could result in operating difficulties and other harmful consequences.

We have made small strategic acquisitions in the past. We expect to continue to evaluate a wide array of potential strategic transactions. We could enter into transactions that could be material to our financial condition and results of operations. The process of integrating an acquired company, business or technology may create unforeseen operating difficulties and expenditures. The areas where we face risks in respect of acquisitions include:

- diversion of management time and focus from operating our business to acquisition diligence, negotiation and closing processes, as well as post-closing integration challenges;
- implementation or remediation of controls, procedures and policies at the acquired company;
- coordination of product, engineering and sales and marketing functions;
- retention of key employees from the businesses we acquire;
- responsibility for liabilities or obligations associated with activities of the acquired company before the acquisition;
- litigation or other claims in connection with the acquired company; and
- in the case of foreign acquisitions, the need to integrate operations across different geographies, cultures and languages and to address the particular economic, currency, political and regulatory risks associated with specific countries.

Furthermore, companies that we have acquired, and that we may acquire in the future, may employ security and networking standards at levels we find unsatisfactory. The process of enhancing infrastructure to improve security and network standards may be time-consuming and expensive and may require resources and expertise that are difficult to obtain. Acquisitions could also increase the number of potential vulnerabilities and could cause delays in detection of a security breach, or the timeliness of recovery from a breach. Failure to adequately protect against attacks or intrusions could expose us to security breaches of, among other things, personal user data and credit card information that may have a material adverse effect on our business, results of operations, financial condition and prospects.

Our failure to address these risks or other problems encountered in connection with our past or future acquisitions and investments could delay or eliminate any anticipated benefits of such acquisitions or investments, incur unanticipated liabilities and may have a material adverse effect on our business, results of operations, financial condition and prospects.

Risks related to our ongoing relationship with our shareholders

Expedia Group controls our company and has the ability to control the direction of our business.

As of December 31, 2023, Expedia Group owned Class B shares representing 60.0% of our issued shares and 84.1% of the voting power in us. As long as Expedia Group owns a majority of the voting power in us, Expedia Group will be able to control many corporate actions that require a shareholder vote.

This voting control limits the ability of other shareholders to influence corporate matters and, as a result, we may take actions that shareholders other than Expedia Group do not view as beneficial. This voting control may also discourage transactions involving a change of control of our company, including transactions in which you as a holder of ADSs (representing our Class A shares) might otherwise receive a premium for your shares. Furthermore, Expedia Group generally has the right at any time to sell or otherwise dispose of any Class A shares and Class B shares that it owns, including the ability to transfer a controlling interest in us to a third party, without the approval of the holders of our Class A shares and without providing for the purchase of Class A shares.

Expedia Group's interests may conflict with our interests, the interests of the Founders and the interests of our shareholders, and conflicts of interest among Expedia Group and us could be resolved in a manner unfavorable to us and our shareholders.

Various conflicts of interest among us and Expedia Group could arise. Ownership interests of directors or officers of Expedia Group in our shares, and ownership interests of members of our management board and supervisory board in the stock of Expedia Group, or a person's service as either a director or officer of both companies, could create or appear to create potential conflicts of interest, including when those directors and officers are faced with decisions relating to our company. In recent years, Expedia Group, and brands affiliated with it, consistently accounted for a substantial portion of our revenue.

Potential conflicts of interest could also arise if we decide to enter into any new commercial arrangements with Expedia Group's businesses in the future or in connection with Expedia Group's desire to enter into new commercial arrangements with third parties. Expedia Group has the right to separately pursue acquisitions of businesses that we may also be interested in acquiring, or companies that may directly compete with us. Expedia Group may choose to pursue these corporate opportunities directly rather than through trivago.

Furthermore, disputes may arise between Expedia Group and us relating to our past and ongoing relationships, and these potential conflicts of interest may make it more difficult for us to favorably resolve such disputes, including those related to:

- tax, employee benefit, indemnification and other matters;
- the nature, quality and pricing of services Expedia Group agrees to provide to us;
- sales, other disposals, purchases or other acquisitions by Expedia Group of shares in us (including when our share price is lower than in comparable prior periods); and
- business combinations involving us.

We may not be able to resolve any potential conflicts, and even if we do, the resolution may be less favorable to us than if we were dealing with an unaffiliated party. While we are controlled by Expedia Group, we may not have the leverage to negotiate amendments to these agreements, if required, on terms as favorable to us as those we would negotiate directly with an unaffiliated third party.

Risks related to ownership of our Class A shares and ADSs

You may not be able to exercise your right to vote the Class A shares underlying your ADSs.

Holders of ADSs may exercise voting rights with respect to the Class A shares represented by their ADSs only in accordance with the provisions of the deposit agreement. The deposit agreement provides that, upon receipt of notice of any meeting of holders of our Class A shares, including any general meeting of our shareholders, the depository will, as soon as practicable thereafter, fix a record date for the determination of ADS holders who shall be entitled to give instructions for the exercise of voting rights. Upon timely receipt of notice from us, the depository shall distribute to the holders as of the record date (i) the notice of the meeting or solicitation of consent or proxy sent by us, (ii) a statement that such holder will be entitled to give the depository instructions and a statement that such holder may be deemed, if the depository has appointed a proxy bank as set forth in the deposit agreement, to have instructed the depository to give a proxy to the proxy bank to vote the Class A shares underlying the ADSs in accordance with the recommendations of the proxy bank and (iii) a statement as to the manner in which instructions may be given by the holders.

You may instruct the depository of your ADSs to vote the Class A shares underlying your ADSs. Otherwise, you will not be able to exercise your right to vote unless you withdraw our Class A shares underlying the ADSs you hold. However, you may not know about the meeting far enough in advance to withdraw those Class A shares. The depository, upon timely notice from us, will notify you of the upcoming vote and arrange to deliver voting materials to you. We cannot guarantee that you will receive the voting materials in time to ensure that you can instruct the depository to vote the Class A shares underlying your ADSs. In addition, the depository and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise your right to vote, and there may be nothing you can do if the Class A shares underlying your ADSs are not voted as you had requested.

Under the deposit agreement for the ADSs, we may choose to appoint a proxy bank. In this event, the depository will be deemed to have been instructed to give a proxy to the proxy bank to vote the Class A shares underlying your ADSs at shareholders' meetings if you do not vote in a timely fashion and in the manner specified by the depository.

The effect of this proxy is that you cannot prevent the Class A shares representing your ADSs from being voted, and it may make it more difficult for shareholders to exercise influence over our company, which could adversely affect your interests. Direct holders of our Class A shares are not subject to this proxy.

You may not receive distributions on the Class A shares represented by our ADSs or any value for them if it is illegal or impractical to make them available to holders of ADSs.

The depository of our ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our Class A shares after deducting its fees and expenses. You will receive these distributions in proportion to the number of our Class A shares your ADSs represent. However, the depository is not responsible if it decides that it is unlawful or impractical to make a distribution available to any holders of ADSs. We have no obligation to take any other action to permit the distribution to any holders of our ADSs or Class A shares. This means that you may not receive the distributions we make on our Class A shares or any value from them if it is illegal or impractical for us to make them available to you. These restrictions may have a material adverse effect on the value of your ADSs.

You may be subject to limitations on the transfer of your ADSs.

Your ADSs, which may be evidenced by American Depositary Receipts, are transferable on the books of the depository. However, the depository may close its books at any time or from time to time when it deems expedient in connection with the performance of its duties. The depository may refuse to deliver, transfer or register transfers of your ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository think it is advisable to do so because of any requirement of law, government or governmental body, or under any provision of the deposit agreement, or for any other reason.

We may not pay any dividends for the foreseeable future

The continued operation of, and strategic initiatives for, our business will require substantial cash. Accordingly, although we paid an extraordinary dividend last year, we may not pay any other dividends on our ADSs for the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our management board and will depend upon our results of operations, financial condition, contractual restrictions relating to indebtedness we may incur, restrictions imposed by applicable law and other factors our management board deems relevant.

Risks related to our corporate structure

The rights of shareholders in companies subject to Dutch corporate law differ in material respects from the rights of shareholders of corporations incorporated in the United States.

We are a Dutch public company with limited liability (*naamloze vennootschap*). Our corporate affairs are governed by our articles of association, the rules of our management board and our supervisory board, our other internal rules and policies and by Dutch law. The rights of shareholders and the responsibilities of members of our management board and supervisory board may be different from the rights and obligations of shareholders in companies governed by the laws of U.S. jurisdictions. In the performance of their duties, our management board and supervisory board are required by Dutch law to consider the interests of our company, its shareholders, its employees and other stakeholders, in all cases with due regard to the principles of reasonableness and fairness. It is possible that some of these parties will have interests that are different from, or in addition to, your interests as a holder of ADSs representing our Class A shares.

We are not obligated to and do not comply with all the best practice provisions of the Dutch Corporate Governance Code (or the DCGC). This may affect your rights as a shareholder.

We are a Dutch public company with limited liability (*naamloze vennootschap*) and are subject to the DCGC. The DCGC contains both principles and best practice provisions for management boards, supervisory boards, shareholders and general meetings of shareholders, financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC applies to all Dutch companies listed on a government-recognized stock exchange, whether in the Netherlands or elsewhere, including Nasdaq.

The DCGC is based on a “comply or explain” principle. Accordingly, companies are required to disclose in their annual reports filed in the Netherlands whether they comply with the provisions of the DCGC. If they do not comply with those provisions (e.g., because of a conflicting U.S. requirement), the company is required to give the reasons for such non-compliance. We do not comply with all the best practice provisions of the DCGC. This may affect your rights as a shareholder and you may not have the same level of protection as a shareholder in a Dutch company that fully complies with the DCGC.

Our dual-class share structure with different voting rights limit your ability as a holder of Class A shares to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A shares may view as beneficial.

We have a dual-class share structure such that our share capital consists of Class A shares and Class B shares. In respect of matters requiring the votes of shareholders, based on our dual-class share structure, holders of Class A shares are entitled to one vote per share, while holders of Class B shares are entitled to ten votes per share. Each Class B share is convertible into one Class A share at any time by the holder thereof, while Class A shares are not convertible into Class B shares under any circumstances. Each of our ADSs represents five Class A shares.

As of December 31, 2023, Expedia Group owned Class B shares representing 60.0% of our issued shares and 84.1% of the voting power in us, and Rolf Schrömgens, one of our founders and a member of our supervisory board, owned Class B shares representing 8.2% of our issued shares and 11.5% of the voting power in us due to the disparate voting powers associated with our dual-class share structure. Mr. Schrömgens also holds Class A shares representing approximately 9.9% of our issued shares. See “*Item 7: Major shareholders and related party transactions*”. As a result of the dual-class share structure and the concentration of ownership, Expedia Group has considerable influence over matters such as decisions

regarding mergers, consolidations and the sale of all or substantially all of our assets, appointment and dismissal of management board members and supervisory board members and other significant corporate actions. This concentration of ownership may discourage, delay or prevent a change in control of our company, which could have the effect of depriving the holders of ADSs (representing Class A shares) of the opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of our Class A shares. This concentrated control limits your ability to influence corporate matters that holders of Class A shares may view as beneficial.

German and European insolvency laws are substantially different from U.S. insolvency laws and may offer our shareholders less protection than they would have under U.S. insolvency laws.

As a company with its registered office in Germany, we are subject to German insolvency laws in the event any insolvency proceedings are initiated against us including, among other laws and regulations, the German Insolvency Code (*Insolvenzordnung*) and Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings. Should a court in another Member State of the European Union determine that our center of main interests (COMI) is situated in that Member State, the courts in that Member State will in principle have jurisdiction over the insolvency proceedings initiated against us and the insolvency laws of that Member State will in principle apply to us, in accordance with and subject to such the aforementioned Regulation and the rules promulgated thereunder. Insolvency laws in Germany or the relevant other Member State of the European Union, as applicable, may offer our shareholders less protection than they would have under U.S. insolvency laws and make it more difficult for them to recover the amount they could expect to recover in a liquidation or restructuring under U.S. insolvency laws.

Dutch law and our articles of association may contain provisions that may discourage a takeover attempt.

Dutch law and provisions of our articles of association may in the future impose various procedural and other requirements that would make it more difficult for shareholders to effect certain corporate actions and would make it more difficult for a third-party to acquire control of us or to effect a change in the composition of our management board and supervisory board. For example, such provisions include our dual-class share structure that gives greater voting power to the Class B shares owned by Expedia Group and Mr. Schrömgens, one of our founders and a member of our supervisory board, the binding nomination structure for the appointment of our management board members and supervisory board members, and the provision in our articles of association which provides that certain shareholder decisions can only be passed if proposed by our management board.

Dutch law also allows for staggered multi-year terms of our managing directors and supervisory directors, as a result of which only part of our managing directors and supervisory directors may be subject to appointment or re-appointment in any given year.

Furthermore, in accordance with the DCGC, shareholders who have the right to put an item on the agenda for our general meeting or to request the convening of a general meeting shall not exercise such rights until after they have consulted our management board. If exercising such rights may result in a change in our strategy (for example, through the dismissal of one or more of our managing directors or supervisory directors), our management board must be given the opportunity to invoke a reasonable period of up to 180 days to respond to the shareholders' intentions. If invoked, our management board must use such response period for further deliberation and constructive consultation, in any event with the shareholder(s) concerned, exploring alternatives. At the end of the response time, our management board, supervised by our supervisory board, shall report on this consultation and the exploration of alternatives to our general meeting. The response period may be invoked only once for any given general meeting and shall not apply (i) in respect of a matter for which either a response period or a statutory cooling-off period (as discussed below) has been previously invoked or (ii) in situations where a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid.

Moreover, our management board, with the approval of our supervisory board, can invoke a cooling-off period of up to 250 days when shareholders, using their right to have items added to the agenda for a

general meeting or their right to request a general meeting, propose an agenda item for our general meeting to dismiss, suspend or appoint one or more managing directors or supervisory directors (or to amend any provision in our articles of association dealing with those matters) or when a public offer for our company is made or announced without our support, provided, in each case, that our management board believes that such proposal or offer materially conflicts with the interests of our company and its business. During a cooling-off period, our general meeting cannot dismiss, suspend or appoint managing directors and supervisory directors (or amend the provisions in our articles of association dealing with those matters) except at the proposal of our management board. During a cooling-off period, our management board must gather all relevant information necessary for a careful decision-making process and at least consult with shareholders representing 3% or more of our issued share capital at the time the cooling-off period was invoked, as well as with our Dutch works council (if we or, under certain circumstances, any of our subsidiaries would have one). Formal statements expressed by these stakeholders during such consultations must be published on our website to the extent these stakeholders have approved that publication. Ultimately one week following the last day of the cooling-off period, our management board must publish a report in respect of its policy and conduct of affairs during the cooling-off period on our website. This report must remain available for inspection by shareholders and others with meeting rights under Dutch law at our office and must be tabled for discussion at the next general meeting. Shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber of the Amsterdam Court of Appeal, or the Enterprise Chamber (*Ondernemingskamer*), for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- our management board, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have concluded that the relevant proposal or hostile offer constituted a material conflict with the interests of our company and its business;
- our management board cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- other defensive measures, having the same purpose, nature and scope as the cooling-off period, have been activated during the cooling-off period and have not since been terminated or suspended within a reasonable period at the relevant shareholders' request (i.e., no 'stacking' of defensive measures).

U.S. investors may have difficulty enforcing civil liabilities against us or members of our management board and supervisory board.

We are organized and existing under the laws of the Netherlands, and, as such, under Dutch private international law rules the rights and obligations of our shareholders vis-à-vis the Company arising from Dutch corporate law and our articles of association, and the civil liability of our directors and executive officers is governed in certain respects by the laws of the Netherlands. We are not domiciled in the United States and most members of our management board and supervisory board are also non-residents of the United States. As a result, depending on the subject matter of the action brought against us and/or our officers, shareholders in certain jurisdictions other than the Netherlands, such as the United States, may have difficulty bringing an action against us. If a Dutch court has jurisdiction with respect to such action, that court will apply Dutch procedural law and Dutch private international law to determine the law applicable to that action. Depending on the subject matter of the relevant action, a competent Dutch court may apply a law other than the laws of the United States. It is unclear whether a Dutch court would impose civil liability on us or any of our directors and executive officers in an original action based solely on the federal securities laws of the United States brought in a court of competent jurisdiction in the Netherlands.

In addition, substantially all of our assets are located outside of the United States, and as such, it may not be possible to effect service of process within the United States on us or our directors and executive officers or to enforce judgements against us or them in U.S. courts, including judgements predicated upon civil liability provisions of the federal securities laws of the United States.

As of the date of this annual report, (i) there is no treaty in force between the United States and the Netherlands providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters and (ii) both the Hague Convention on Choice of Court Agreements (2005) and the Hague Judgments Convention (2019) have entered into force in the Netherlands, but have not entered into force in the United States. Consequently, a judgment rendered by a court in the United States will not automatically be recognized and enforced by the competent Dutch courts. However, if a person has obtained a judgment rendered by a court in the United States that is enforceable under the laws of the United States and files a claim with the competent Dutch court, the Dutch court will in principle give binding effect to that United States judgment if (i) the jurisdiction of the United States court was based on a ground of jurisdiction that is generally acceptable according to international standards, (ii) the judgment by the United States court was rendered in legal proceedings that comply with the Dutch standards of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*), (iii) binding effect of such United States judgment is not contrary to Dutch public order (*openbare orde*) and (iv) the judgment by the United States court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for recognition in the Netherlands. Even if such a United States judgment is given binding effect, a claim based thereon may, however, still be rejected if the United States judgment is not or no longer formally enforceable. Moreover, if the United States judgment is not final (for instance when appeal is possible or pending) a competent Dutch court may (i) postpone recognition until the United States judgment has become final, (ii) refuse recognition under the understanding that recognition can be asked again once the United States judgment has become final, or (iii) impose as a condition for recognition that security is posted.

A competent Dutch court may deny the recognition and enforcement of punitive damages or other awards. Moreover, a competent Dutch court may reduce the amount of damages granted by a United States court and recognize damages only to the extent that they are necessary to compensate actual losses or damages. Finally, there may be specific other instances, including pursuant to anti-boycott rules and regulations, where Dutch law prohibits the recognition and enforcement of a United States judgment. Thus, United States investors may not be able, or experience difficulty, to enforce a judgment obtained in a United States court against us or our officers.

We rely on the foreign private issuer and controlled company exemptions from certain corporate governance requirements under Nasdaq rules.

As a foreign private issuer whose ADSs are listed on Nasdaq, we are permitted to follow certain home country corporate governance practices pursuant to exemptions under Nasdaq rules. A foreign private issuer must disclose in its annual reports filed with the SEC each requirement under Nasdaq rules with which it does not comply, followed by a description of its applicable home country practice. Our Dutch home country practices may afford less protection to holders of our ADSs. We follow in certain cases our home country practices and rely on certain exemptions provided by Nasdaq rules to foreign private issuers, including, among others, an exemption from the requirement to hold an annual meeting of shareholders no later than one year after an issuer's fiscal year end, exemptions from the requirement that a board of directors be comprised of a majority of independent directors, exemptions from the requirements that an issuer's compensation committee should be comprised solely of independent directors, and exemptions from the requirement that share incentive plans be approved by shareholders. See "Item 16G. Corporate governance" for more information on the significant differences between our corporate governance practices and those followed by U.S. companies under Nasdaq rules. As a result of our reliance on the corporate governance exemptions available to foreign private issuers, you will not have the same protection afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

In addition to the exemptions we rely on as a foreign private issuer, we also rely on the "controlled company" exemption under Nasdaq corporate governance rules. A "controlled company" under Nasdaq corporate governance rules is a company of which more than 50% of the voting power is held by an individual, group or another company. Our principal shareholder, Expedia Group, controls a majority of the

combined voting power of our outstanding shares, making us a “controlled company” within the meaning of Nasdaq corporate governance rules. As a controlled company, we have elected not to comply with certain corporate governance standards, including the requirement that a majority of our supervisory board members are independent and the requirement that our compensation committee consist entirely of independent directors.

Risks related to taxation

We may become taxable in a jurisdiction other than Germany, and this may increase the aggregate tax burden on us.

Since our incorporation, we have had, on a continuous basis, our place of effective management in Germany. Therefore, we believe that we are a tax resident of Germany under German national tax laws. As an entity incorporated under Dutch law, however, we also qualify as a tax resident of the Netherlands under Dutch national tax laws. However, given that substantially all of our operations (along with all employees, management board members and fixed assets) are in Germany, based on current tax laws of the United States, Germany and the Netherlands, as well as applicable income tax treaties, and current interpretations thereof, we believe that we are tax resident solely in Germany for the purposes of the 2012 convention between the Federal Republic of Germany and the Netherlands for the avoidance of double taxation with respect to taxes on income. Our sole tax residency in Germany for purposes of the above-mentioned tax treaty is subject to the application of the provisions on tax residency as stipulated in such treaty as amended from time to time. The MLI, Germany and the Netherlands entered into, among other countries, should not, as of this date, affect such tax treaty’s rules regarding tax residency.

The applicable tax laws, tax treaties or interpretations thereof may change, including the MLI choices and reservation. Furthermore, whether we have our place of effective management in Germany and are as such solely tax resident in Germany is largely a question of fact and degree based on all the circumstances, rather than a question of law, which facts and degree may also change. Changes to applicable tax laws, tax treaties or interpretations thereof and changes to applicable facts and circumstances (e.g., a change of board members or the place where board meetings take place), or changes to applicable income tax treaties, including a change to Multilateral Instrument (MLI) choices and reservation, may result in us also becoming a tax resident of the Netherlands or another jurisdiction (other than Germany), potentially also triggering an exit tax liability in Germany or the Netherlands. As a consequence, our overall effective income tax rate and income tax expense could materially increase, which could have a material adverse effect on our business, results of operations, financial condition and prospects, which could cause our ADS price and trading volume to decline.

Application of existing tax laws, rules or regulations are subject to interpretation by taxing authorities.

The application of various national and international income and non-income tax laws, rules and regulations to our historical and new services is subject to interpretation by the applicable taxing authorities. These taxing authorities have become more aggressive in their interpretation and enforcement of such laws, rules and regulations over time, as governments are increasingly focused on ways to increase revenue. This has contributed to an increase in the audit activity and harsher stances taken by tax authorities. As such, additional taxes or other assessments may be in excess of our current tax reserves or may require us to modify our business practices to reduce our exposure to additional taxes going forward, any of which may have a material adverse effect on our business, results of operations, financial condition and prospects.

Significant degrees of judgment and estimation are required in determining our worldwide tax liabilities. In the ordinary course of our business, there are transactions and calculations, including intercompany transactions and cross-jurisdictional transfer pricing for which the ultimate tax determination is uncertain or otherwise subject to interpretation. Tax authorities may disagree with our intercompany charges, including the amount of or basis for such charges, cross-jurisdictional transfer pricing or other matters and assess additional taxes. Although we believe our tax estimates are reasonable, the final determination of tax audits could be materially different from our historical income tax provisions and accruals in which

case we may be subject to additional tax liabilities, possibly including interest and penalties, which could have a material adverse effect on our business, results of operations, financial condition and prospects.

Amendments to existing tax laws, rules or regulations or enactment of new unfavorable tax laws, rules or regulations could have an adverse effect on our business and financial performance.

Many of the underlying laws, rules or regulations imposing taxes and other obligations were established before the growth of the digital economy. If the tax or other laws, rules or regulations were amended, or if new unfavorable laws, rules or regulations were enacted, the results could increase our tax payments or other obligations, prospectively or retrospectively, subject us to interest and penalties, decrease the demand for our services if we pass on such costs to the user, result in increased costs to update or expand our technical or administrative infrastructure or effectively limit the scope of our business activities if we decided not to conduct business in particular jurisdictions. As a result, these changes may have a material adverse effect on our business, results of operations, financial condition and prospects.

In addition, in the past, Germany and foreign governments have introduced proposals for tax legislation, or have adopted tax laws, that could have a significant adverse effect on our tax rate, or increase our tax liabilities, the carrying value of deferred tax assets, or our deferred tax liabilities. For example, pursuant to the release of “base erosion and profit shifting” (BEPS) final Action Plans, and its implementation through the MLI, several countries including the countries in which we operate, have begun implementing the adopted MLI positions. Further, the Organisation for Economic Co-operation and Development's (OECD) work on a two pillar solution to address the tax challenges arising from the digitalization of the economy is expected to result in new legislation in various countries. In particular, in many countries new legislation is already applicable, or is in the process of being adopted, regarding the so-called OECD Pillar 2 initiative, which provides for a global minimum tax for multinational groups with an annual revenue of above €750 million. Germany and the Netherlands have adopted a new Minimum Tax Act (*Mindeststeuergesetz* in Germany and *Wet minimumbelasting 2024* in the Netherlands) implementing the OECD Pillar 2 rules and transposing the European Union's directive on Pillar 2 (Council Directive (EU) 2022/2523 of December 14, 2022). Generally, the Pillar 2 rules are effective for business years starting after December 30, 2023. We and our subsidiaries would not be in scope of the Pillar 2 rules on a standalone basis, but certain Pillar 2 rules may nevertheless apply to us given our consolidation within the Expedia Group. It should also be noted that the United States has not yet introduced legislation to comply with the OECD Pillar 2 rules, which gives rise to certain complexities in the application of the Pillar 2 rules in countries where they are already applicable. We continue to assess the Pillar 2 tax and compliance consequences. Moreover, several countries have unilaterally adopted digital services taxes or other similar taxes, while some other countries may adopt such taxes in the future. All ongoing developments mentioned above and other new initiatives could result, depending on how they are ultimately implemented, in incremental taxes and costly compliance requirements, and thus may adversely impact our business, results of operations, financial condition and prospects.

We are constantly exploring changes to our business structures to support our operations while managing operational and financial risk for ourselves and our shareholders and to make our services more financially attractive to our customers. Though these changes would be undertaken to manage operational and financial risk, we may experience unanticipated material tax liabilities which could have a material adverse effect on our business, results of operations, financial condition and prospects.

Our effective tax rate in the future could also be adversely affected by changes to our operating structure, changes in the mix of earnings in countries with differing statutory tax rates, or changes in the deferred tax assets and liabilities position.

We may be classified as a passive foreign investment company, or PFIC, which could result in adverse U.S. federal income tax consequences to U.S. Holders of the ADSs.

Based on the market price of our ADSs and the composition of our income, assets and operations, we do not believe that we should be treated as a PFIC for U.S. federal income tax purposes for the taxable year ended December 31, 2023. However, the application of the PFIC rules to us is subject to certain ambiguity. In addition, this is a factual determination that must be made annually after the close of each

taxable year based on the composition of our income and assets as well as the trading price of our ADSs. Because the value of our assets, including goodwill, for purposes of the asset test may be determined by reference to the market price of our ADSs, fluctuations in the market price of the ADSs may cause us to become a PFIC. Therefore, there can be no assurance that we will not be classified as a PFIC for any future taxable year. We would be classified as a PFIC if, after the application of certain look-through rules, either: (1) 75% or more of our gross income for such year is "passive income" (as defined in the relevant provisions of the Internal Revenue Code of 1986, as amended), or (2) 50% or more of the value of our assets (determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. Certain adverse U.S. federal income tax consequences could apply to a U.S. Holder (as defined in "Item 10: Additional information - E. Taxation - Material U.S. federal income tax considerations ") if we are treated as a PFIC for any taxable year during which such U.S. Holder holds ADSs.

Certain of our ADS holders may be unable to claim tax credits to reduce German withholding tax applicable to the payment of dividends.

Although we are a Dutch-incorporated company with German tax residency, if we pay dividends, such dividends will be subject to German (and potentially Dutch) withholding tax. Currently, the applicable German withholding tax rate is 26.375% of the gross dividend. This German tax can be reduced to the applicable double tax treaty rate, however, by an application filed by the tax payer for a specific German tax certificate with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). If a tax certificate cannot be delivered to the ADS holder due to applicable settlement mechanics or lack of information regarding the ADS holder, holders of the shares or ADSs of a German tax resident company may be unable to benefit from any available double tax treaty relief while they may be unable to file for a credit of such withholding tax in its jurisdiction of residence. Further, the payment made to the ADS holder equal to the net dividend may, under the tax law applicable to the ADS holder, qualify as taxable income that is in turn subject to tax, which could mean that a dividend is effectively taxed twice. Our ADSs have been issued by a depository with a direct link to the U.S. Depository Trust Company, or DTC, which should reduce the risk that the applicable German withholding tax certificate cannot be delivered to the ADS holder. However, there can be no guarantee that the information delivery requirement can be satisfied in all cases, which could result in adverse tax consequences for affected ADS holders.

Investors should note that the interpretation circular (*Besteuerung von American Depositary Receipts (ADR) auf inländische Aktien*) issued by the German Federal Ministry of Finance (*Bundesministerium der Finanzen*) dated May 24, 2013 (reference number IV C 1-S2204/12/10003), or ADR Tax Circular, is not binding for German courts and it is not clear whether or not a German tax court will follow the ADR Tax Circular in determining the German tax treatment of our specific ADSs. Further concerns regarding the applicability of the ADR Tax Circular may arise due to the fact that the ADR Tax Circular refers only to German stock and not to shares in a Dutch N.V. If the ADSs are determined not to fall within the scope of application of the ADR Tax Circular, and thus profit distributions made with respect to the ADSs are not treated as a dividend for German tax purposes, the ADS holder would not be entitled to a refund of any taxes withheld on the dividends under German tax law. See "Item 10: Additional information - E. Taxation - German taxation of ADS holders".

If we pay dividends on our ADSs, we may need to withhold tax on such dividends payable to holders of our ADSs in both Germany and the Netherlands.

If we pay dividends on our ADSs, we may need to withhold tax on such dividends both in Germany and the Netherlands. As an entity incorporated under Dutch law, any dividends distributed by us are subject to Dutch dividend withholding tax on the basis of Dutch domestic law. However, on the basis of the double tax treaty between Germany and the Netherlands, the Netherlands will be restricted in imposing these taxes if we continue to be a tax resident of Germany and our place of effective management is in Germany. However, Dutch dividend withholding tax is still required to be withheld from dividends if and when paid to Dutch resident holders of our ADSs (and non-Dutch resident holders of our ADSs that have a permanent establishment in the Netherlands to which their shareholding is attributable). As a result, upon a payment (or deemed payment) of dividends, we will be required to identify our shareholders and/

or ADS holders in order to assess whether there are Dutch residents (or non-Dutch residents with a permanent establishment in the Netherlands to which the shares are attributable) in respect of which Dutch dividend tax has to be withheld. Such identification may not always be possible in practice. If the identity of our shareholders and/or ADS holders cannot be determined, withholding of both German and Dutch dividend tax from such dividend may occur upon a payment of dividends.

Furthermore, the withholding tax restriction referred to above is based on the current choices and reservation of Germany under the MLI with respect to the dual resident entities. If Germany changes its choices and reservation on the MLI, we may not be entitled to any benefits of the double tax treaty between Germany and the Netherlands, including the withholding tax restriction, as long as Germany and the Netherlands do not reach an agreement on our tax residency for purposes of the double tax treaty between Germany and the Netherlands, except to the extent and in such manner as may be agreed upon by the authorities. As a result, any dividends distributed by us during the period till when no such agreement has been reached between Germany and the Netherlands, may be subject to withholding tax both in Germany and the Netherlands.

General risk factors

Our share price may be volatile or may decline regardless of our operating performance.

The market price for our ADSs has been, and will likely continue to, be volatile, and there continues to be relatively few ADSs outstanding, resulting in relatively low liquidity in our ADSs. Our results of operations are also subject to material quarterly fluctuations that may affect the volatility of our ADSs. In addition, the market price of our ADSs may fluctuate significantly in response to a number of factors, most of which we cannot control, including:

- actual or anticipated fluctuations in our results of operations;
- extraordinary dividends or equity restructurings;
- variance in our financial performance from the expectations of market analysts or from the financial guidance that we have communicated;
- announcements by us or our competitors of significant business developments, acquisitions or expansion plans;
- changes in the prices of our competitors or those paid to us by our customers;
- our involvement in litigation or regulatory investigations;
- our sale of ADSs or other securities in the future;
- a sale of ADSs by our major shareholders in the future;
- market conditions in our industry;
- changes in key personnel;
- the trading volume of our ADSs;
- changes in the estimation of the future size and growth rate of our markets; and
- general economic and market conditions.

The stock markets, including Nasdaq, have in the past experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many Internet and technology companies.

Future sales and/or issues of our ADSs, or the perception in the public markets that such sales may occur, may depress our ADS price.

Sales of a substantial number of our ADSs in the public market, or the perception that these sales could occur, could adversely affect the price of our ADSs and could impair our ability to raise capital through the sale of additional ADSs. Rolf Schrömgens, one of our founders and a member of our supervisory board,

continues to hold a significant shareholding in us and has made sales of ADSs in recent years. Mr. Schrömgens may conduct further significant sales of ADSs in the future. See “*Item 7: Major shareholders and related party transactions - A. Major Shareholders*” for more information. The ADSs are freely tradable without restriction under the Securities Act, except for any of our ADSs that may be held or acquired by our management board members, supervisory board members, executive officers and other affiliates, as that term is defined in the Securities Act or ADSs sold in transactions not subject to the registration requirements of the Securities Act, which will in each case be restricted securities under the Securities Act. Restricted securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available.

Our Class B shares are convertible into Class A shares, which may be sold subject to certain restrictions in the Amended and Restated Shareholders’ Agreement.

In the future, we may also issue our securities in connection with investments or acquisitions. The amount of ADSs issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding ADSs. Any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to you.

If securities or industry analysts publish inaccurate or unfavorable research about our business, our ADS price could decline.

The trading market for our ADSs depends in part on the research and reports that securities or industry analysts publish about us or our business. If securities or industry analyst coverage results in downgrades of our ADSs or publishes inaccurate or unfavorable research about our business, our ADS price would likely decline.

Item 4: Information on the company

A. History and development of the company

trivago was conceived by graduate school friends Rolf Schrömgens, Peter Vinnemeier and Stephan Stubner, who initially operated trivago out of a garage in Düsseldorf, Germany. trivago GmbH was incorporated in 2005, and its business eventually developed into a leading global hotel and accommodation search platform. Mr. Stubner left the company in 2006 and another graduate school friend, Malte Siewert, joined the founding team.

Between 2006 and 2008, several investors invested €1.4 million in trivago. In 2010, Insight Venture Partners acquired 27.3% of the equity ownership of trivago for €42.5 million. Expedia Group acquired 63.0% of the equity ownership in trivago in 2013, purchasing all outstanding equity from non-Founders and some outstanding equity from the Founders and subscribing for a certain number of newly issued shares for a total of €477 million. Expedia Group subsequently increased its shareholdings slightly in the second and fourth quarter of 2016 through the purchase of shares held by certain employees who had previously exercised stock options.

We were incorporated on November 7, 2016 as travel B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law. On December 16, 2016, we completed our initial public offering, or IPO, on the Nasdaq Stock Exchange. In connection with our IPO, we converted into a public company with limited liability (*naamloze vennootschap*) under Dutch law pursuant to a deed of amendment and conversion and changed our legal name to trivago N.V. On September 7, 2017, we consummated the cross-border merger of trivago GmbH into and with trivago N.V.

We are registered with the Trade Register of the Chamber of Commerce in the Netherlands (*Kamer van Koophandel*) under number 67222927. Our corporate seat is in Amsterdam, the Netherlands, and our registered office is at Kesselstraße 5 - 7, 40221 Düsseldorf, Germany (under number HRB 79986). Our telephone number is +49-211-3876840000.

Our agent in the United States is Cogency Global Inc., and its address is 122 East 42nd Street, 18th Floor, New York, NY 10168.

The Securities and Exchange Commission (the "SEC") maintains an Internet site ([http:// www.sec.gov](http://www.sec.gov)) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. We also maintain a website that includes our SEC filings and other information at ir.trivago.com.

Principal capital expenditures and divestitures

For information on our principal capital expenditures and divestitures, see "Note 3 - Acquisitions and other investments" in the notes to our audited consolidated financial statements included in this annual report.

Public takeover offers

Since January 1, 2022, there have been no public takeover offers by third parties with respect to our shares, and we have not made any public takeover offers in respect of any other company's shares.

Segment reporting

Management has identified three reportable segments, which correspond to our three operating segments: the Americas, Developed Europe and Rest of World. Our Americas segment is comprised of Argentina, Brazil, Canada, Chile, Colombia, Ecuador, Mexico, Peru, the United States and Uruguay. Our Developed Europe segment is comprised of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom. Our Rest of World segment is comprised of all other countries, the most significant by revenue of which are Japan, Turkey, Australia, Hong Kong and India. Other revenue is included in Corporate and Eliminations, along with all corporate functions and expenses, excluding direct advertising.

We determined our operating segments based on how our chief operating decision makers manage our business and evaluate operating performance. Our primary operating metric is Return on Advertising Spend, or ROAS, for each of our segments, which compares Referral Revenue to Advertising Spend.

For additional information relating to the development of our company, see “*Item 4: Information on the company - B. Business overview.*”

B. Business overview

Overview

trivago is a global hotel and accommodation search platform. We are focused on reshaping the way travelers search for and compare different types of accommodations, such as hotels, vacation rentals and apartments, while enabling our advertisers to grow their businesses by providing them with access to a broad audience of travelers via our websites and apps. Our platform allows travelers to make informed decisions by personalizing their search for accommodation and providing them with access to a deep supply of relevant information and prices. In the year ended December 31, 2023, we offered access to more than 5.0 million hotels and other types of accommodation, including 3.8 million units of alternative accommodation such as vacation rentals and apartments, in over 190 countries.

We believe that the number of travelers accessing our websites and apps makes us an important and scalable marketing channel for our advertisers, which include OTAs, hotel chains, independent hotels and providers of alternative accommodation. Additionally, our ability to refine user intent through our search function allows us to provide advertisers with transaction-ready referrals. Recognizing that advertisers on our marketplace have varying objectives and varying levels of marketing resources and experience, we provide a range of services to enable advertisers to improve their performance on our marketplace.

Our hotel and accommodation search platform can be accessed globally via 53 localized websites and apps available in 31 languages. Users can search our platform on desktop and mobile devices, and benefit from a familiar user interface, resulting in a consistent user experience.

In the year ended December 31, 2023, we generated revenue of €485.0 million, net loss of €164.5 million, and Adjusted EBITDA of €54.1 million. Adjusted EBITDA is a non-GAAP financial measure, and we therefore direct you to “*Item 5: Operating and financial review and prospects - G. Non-GAAP financial measures*” for an additional description of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net income/(loss). See, also “*Item 5: Operating and financial review and prospects - Results of Operations - Revenue*” for Referral Revenue by segment, representing a breakdown according to principal geographic markets.

trivago's search platform

Our accommodation search platform forms the core of our user experience. It is a search and comparison product, and users do not book directly on our platform. When they click on an offer for a hotel room or other accommodation at a certain price, they are referred to our advertisers' websites where they can complete their booking. We maintain one of the largest searchable databases of accommodations in the world. As of December 31, 2023, our database included more than 5.0 million (2022: 5.0 million) hotels and other types of accommodations, gathered through OTAs, hotel chains, independent hotels and providers of alternative accommodations. As of December 31, 2023, we offered access on our search platform to more than 3.8 million (2022: 3.8 million) units of alternative accommodation, such as vacation rentals and private apartments.

Our users initially search via a text-based search function, which supports searches across a broad range of criteria. The search results show a user an accommodation listing page. For hotels, the page contains aggregated information, including:

- *Accommodation information:* We display information that we believe is relevant to the user, such as the name, pictures, amenities, star rating and distance to selected location;
- *trivago ratings index:* We aggregate millions of ratings globally. We produce a score for each property, which is updated daily to render relevant and valuable insights for our users while saving them time when searching for the ideal hotel or other accommodation. The rating is a single, easy-to-use score out of ten;
- *Reviews:* We provide reviews from third parties in a clear and concise format; and
- *Price comparison:* We prominently display a suggested advertised deal for each hotel or other accommodation, while also listing additional available offers from our advertisers in a list format, including room types, amenities and payment options. To learn more about how we determine the prominence given to offers and their placement in our search results, see "*Marketplace*" below.

We provide our services through websites and apps, including through our mobile-optimized website available on mobile device browsers. Our full-featured native mobile app is available on iPhone, iPad, Android Phone and Android Tablet.

Marketing

Through test-driven marketing operations, we have positioned our brand as a key part of the process for travelers in finding their ideal hotel or other accommodation. We focus the efforts of our marketing teams and Advertising Spend towards building effective and efficient messaging for a broad audience. We believe that building and maintaining our brand and clearly articulating our role in travelers' hotel or other accommodation discovery journey, will continue to drive both travelers and advertisers to our platform to connect in a mutually beneficial way.

Our application of data-led improvement and innovation also informs our marketing strategy, which we believe enables us to become increasingly more effective with our marketing spend. We have built tools that capture data and calculate our return on many elements of our brand and performance marketing measures.

Brand marketing

To grow brand awareness and increase the likelihood that users will visit our websites and use our apps, we invest in brand marketing globally across a broad range of media channels, including TV marketing, on demand video platforms and online video advertising.

The amount and nature of our Advertising Spend varies across our geographic markets, depending on multiple factors including the emphasis we wish to place on profitability versus traffic growth, cost efficiency, marginal effectiveness of our Advertising Spend, local media dynamics, the size of the market and our existing brand presence in that market.

We also generate travel content as a means of engaging with travelers, which is distributed online via social media, our online magazine and email.

Performance marketing

We market our services and directly acquire traffic for our websites by purchasing travel and hotel-related keywords from general search engines and through advertisements on other online marketing channels. These activities include advertisements through search engines, such as Bing, Google, Naver and Yahoo! and through display advertising campaigns on advertising networks, affiliate websites and social media sites. Mobile app marketing remains important given the high usage of that device type.

Allocation of marketing spend

We take a data-driven, testing-based approach to making decisions about allocating marketing spend, where we use tools, processes and algorithms, many of which are proprietary, to measure and optimize performance end-to-end, starting with the pretesting of the creative concept and ending with the optimization of media spend. We continue to develop the methodologies we use to inform decisions about how much we spend on each marketing channel. We look at a range of metrics including behavior on the trivago website as well as subsequent booking behavior with our advertisers to determine the optimal mix of spend. We assess the returns on marketing spend by looking at a range of factors, both short and long-term, including impact on Referral Revenue, user retention and advertiser engagement.

Sales & Account management

Our sales and account management team builds and grows relationships with OTAs, hotel chains and other travel companies, including hospitality technology providers. From facilitating their participation in our marketplace to growing the adoption of our products, our dedicated teams provide ongoing consultation and guidance to our advertisers around CPC and CPA (or cost-per-acquisition) bidding options, product updates, and optimization opportunities. We proactively engage with our advertisers to better understand their specific objectives in order to offer solutions through our marketplace.

Independent hotels receive dedicated attention through our customer success team. With tailored solutions for hoteliers, we enable independent hotels to generate direct business through their official website by advertising their rates directly in our price comparison, allowing them to compete with the large OTAs and chains. Our team accompanies hoteliers throughout the sales cycle, from creating awareness about our products to onboarding them.

Marketing tools and services for advertisers

We offer our advertisers a suite of marketing tools to help promote their listings on our platform and drive traffic to their websites. Our tools and services provide tailored solutions for OTAs, hotel chains and independent hotel advertisers to help them manage their presence on our marketplace and steer their investments according to their budget and traffic needs.

Marketplace

We design our algorithm to display hotel room and other accommodation rate offers that we believe will be attractive to our users, emphasizing those offers that we believe are more likely to be clicked and ultimately booked on our advertisers' websites. We prominently display a suggested deal for each hotel, which is determined based on our algorithm as described below, while also listing additional offers made available to us from our advertisers in a list format.

We consider the completion of hotel and other accommodation bookings, which we refer to as booking conversion, to be a key indicator of user satisfaction on our website. At the core of our ability to match our users' searches with large numbers of hotel and other accommodation offers is our auction platform, which we call our marketplace. With our marketplace, we provide advertisers a competitive forum to access user traffic by facilitating a vast quantity of auctions on any particular day.

CPC bidding model

Our advertisers continue to participate in our marketplace primarily through CPC, or cost-per-click, bidding. Advertisers that use this method submit CPC bids for an advertised rate for a hotel. By clicking on a given rate, an individual user is referred to that advertiser's website where the user can complete the booking. Advertisers can submit and adjust CPC bids on our marketplace frequently - as often as twice per day - on a property-by-property and market-by-market basis, and provide us with information on hotel room and other accommodation rates and availability on a near-real time basis. CPC bids can be adjusted upwards or downwards for a set of dimensions (length-of-stay, booking-window, standard-date, group-size).

We also offer our advertisers the opportunity to advertise and promote their business through hotel/accommodation sponsored placements on our websites. This service is generally also priced on a CPC basis and guarantees that advertiser placement in a pre-selected slot typically at the top of our search results.

Cost-per-acquisition model

We also offer our advertisers the opportunity to participate in our marketplace on a CPA, or cost-per-acquisition, basis, whereby an advertiser pays us a percentage of the booking amount that ultimately result from a referral. The CPA model enables our advertisers to be charged only in the event a user ultimately completes a booking, enabling them to reduce their risk as they only pay when an actual booking takes place. Advertisers may set multiple CPA campaigns in a given market, and update CPA inputs for each campaign frequently. When an advertiser opts to participate in our marketplace on a CPA basis, we calculate a CPC bid-equivalent based on potential booking value, and the CPA inputs. This equivalent is then used for the purpose of the ranking and sorting algorithm described below.

Ranking and sorting algorithm

In determining the prominence given to offers and their placement in our search results, including in comparison search results for a given location and on detail pages for a given property, our proprietary algorithm considers a number of factors in a dynamic, self-learning process. These include (but are not limited to) the advertiser's offered rate for the hotel room or other accommodation, the likelihood the offer will match the user's accommodation search criteria, data we have collected on the likelihood an offer will be clicked and the CPC bids submitted by our advertisers (or CPC equivalent, as the case may be).

CPC levels play an important role in determining the prominence given to offers and their placement in our search results. Advertisers can analyze the number of referrals obtained from their advertisements on our marketplace and the consequent value generated from a referral based on the booking value they receive from users referred from our site, to determine the amount they are willing to pay. Generally, the higher the potential booking value or booking conversion generated by a referral and the more competitive the bidding, the more an advertiser is willing to bid for an accommodation advertisement on our marketplace. This means that the levels of advertisers' CPC bids generally reflect their view of the likelihood that each click on an offer will result in a booking by a user. We exclude from our marketplace auction offers where the CPC has been set to a *de minimis* level, as this typically denotes room inventory that the advertiser has withdrawn for some period of time from its active inventory on trivago.

By managing their CPC bids, their CPA campaigns and hotel room and other accommodation rates submitted on our marketplace, our advertisers can influence their own returns on investment and the volumes of referral traffic we generate for them. We believe that by providing services to help our advertisers, we can increase competition and create a more level playing field for our advertisers. By doing this, we aim to mitigate competitive disadvantages for smaller advertisers on our marketplace and to deliver more choice for our users.

Our strategy

We want to be the obvious choice for price-savvy travelers searching for a hotel. We aim to simplify their planning, help them save, and instill confidence in their booking decisions. The value proposition of trivago is highly relevant as consumers continue to be price-conscious, great deals continue to be available and the trivago brand is well-recognized globally. This provides a strong foundation for us to build upon. We expect the following four strategic priorities will propel our success.

Brand

Reignite our globally recognized brand. We believe that rebuilding our branded visitor baseline is the key to return to growth, and we expect it to be a multi-year effort. We are continuously optimizing our brand budget allocation as well as our ads. Over time, we anticipate these efforts will enhance the efficiency of our marketing investments, and we expect to see the compounding effects to materialize over time.

Search

Enhance our hotel search experience. We are simplifying the search for hotels across hundreds of sites and millions of accommodations, saving travelers significant time. We are constantly enhancing the user experience by conducting tests on all aspects of our product. We are focused on improving the content and visual experience we offer to travelers. The power of AI/ML allows us to customize our search results and innovate our search experience.

Deals

Deliver the best deal discovery experience. We want to be the shortcut for finding great hotel deals and better prices. We believe this is where we can leverage our core competencies and differentiate our proposition. We aim to introduce new ways to spotlight savings and great deals in our search results with the objective of getting price-savvy travelers to return to our platform.

Partnerships

Empower our advertising partners to realize their full potential on trivago. By co-creating and innovating with our advertising partners, we aim to unlock user value throughout our meta-search platform and to remain a relevant marketing channel for our advertisers, driving high quality traffic.

Our customers

Customers that pay to advertise on trivago include:

- OTAs, including large international players, as well as smaller, regional and local OTAs;
- Hotel chains, including large multi-national hotel chains and smaller regional chains;
- Individual hotels;
- Providers of alternative accommodation, such as vacation rental or apartments; and
- Industry participants, including metasearch and content providers.

We generate the large majority of our Referral Revenue from OTAs. Certain brands affiliated as of the date hereof with our majority shareholder, Expedia Group, including Brand Expedia, Hotels.com, Orbitz, Travelocity, Hotwire, Wotif, Vrbo and ebookers, in the aggregate, accounted for 36% of our Referral Revenue for the year ended December 31, 2023. Booking Holdings and its affiliated brands, including Booking.com, Agoda and priceline.com, accounted for 43% of our Referral Revenue for the year ended December 31, 2023.

Nearly all of our agreements with advertisers, including our agreements with our largest advertisers, may be terminated upon prior notice of thirty days or less by either party. For more information on risks related to the concentration of our revenue and our relationship with our largest advertisers, see "*Item 3: Key information - D. Risk factors*".

Competition

We compete with other advertising channels for hotel advertisers' marketing spend. These include traditional offline media and online marketing channels. In terms of user traffic, we compete on the basis of the quality of referrals, CPC rates and advertisers' implied return on investment. While we compete with OTAs, hotel chains and independent hotels for user traffic, these parties also represent the key contributors to our revenue and supply of hotels and other accommodation.

Competition for users

We compete to attract users to our websites and apps to help them research and find hotels and other accommodation. Given our position at the top of the online search funnel, many companies we compete with are also our customers.

Our principal competitors for users include:

- Online metasearch and review websites, such as Google Hotel Ads, Kayak, Skyscanner, Check24 and TripAdvisor;
- Search engines, such as Bing, Google, Naver and Yahoo!;
- Independent hotels and hotel chains, such as Accor, Hilton and Marriott;
- OTAs, such as Booking.com, Agoda, Priceline, Ctrip, TUI, trip.com and Brand Expedia; and
- Alternative accommodation providers, such as Airbnb and Vrbo.

Competition for advertisers

We compete with other advertising channels for hotel advertisers' marketing spend. These include traditional offline media and online marketing channels. In terms of user traffic, we compete on the basis of the quality of referrals, CPC rates and advertisers' implied return on investment.

Our principal competitors for advertisers' marketing spend include:

- Print media, such as local newspapers and magazines;
- Other traditional media, such as TV and radio;
- Search engines, such as Bing, Google, Naver and Yahoo!;
- Online metasearch and review websites, such as Google Hotel Ads, Kayak, Skyscanner, Check24 and TripAdvisor;
- Social networking services, such as Facebook and X (Twitter);
- Websites offering display advertising;
- Email marketing software and tools;
- Online video channels, such as YouTube; and
- Mobile app marketing.

Seasonality

We experience seasonal fluctuations in the demand for our services as a result of seasonal patterns in travel. For example, searches and consequently our revenue are generally the highest in the first three quarters as travelers plan and book their spring, summer and winter holiday travel. Our revenue typically decreases in the fourth quarter. We generally expect to experience higher Return on Advertising Spend (ROAS) in the first and fourth quarter of the year as we typically expect to advertise less in the periods outside of high travel seasons. Seasonal fluctuations affecting our revenue also affect the timing of our cash flows.

We typically invoice once per month, with customary payment terms. Therefore, our cash flow varies seasonally with a slight delay to our revenue, and is significantly affected by the timing of our Advertising Spend. Changes in the relative revenue share of our offerings in countries and areas where seasonal travel patterns vary from those described above may influence the typical trend of our seasonal patterns in the future.

Intellectual property

Our intellectual property, including trademarks, is an important component of our business. We rely on confidentiality procedures and contractual provisions with suppliers to protect our proprietary technology and our brands. Based on recent technological developments, we amended our artist and agency agreements to ensure that we can secure all relevant rights for creative work when using artificial intelligence in relation to marketing materials. In addition, we enter into confidentiality and invention assignment agreements with our employees and consultants.

We have registered domain names for websites that we use in our business, such as www.trivago.com, www.trivago.de and www.trivago.co.uk. Our registered trademarks include: trivago, "Hotel? trivago", "trivago Rating Index", Youzhan, and our trivago logo. These trademarks are registered in various jurisdictions. Reflecting a brand revamp, we additionally registered a trivago trademark reflecting the new style as well as a new trivago logo trademark in our key markets.

Government regulation

trivago provides, receives and shares data and information with its users, advertisers and other online advertising providers and conducts consumer facing marketing activities that are subject to consumer protection laws in jurisdictions in which we operate, regulating unfair and deceptive practices. For example, the United States and the European Union, or EU (including at member state level), but also many other jurisdictions, are increasingly regulating commercial and other activities on the Internet, including the use of information retrieved from or transmitted over the Internet, the display, moderation and use of user-generated content, and are adopting new rules aimed at ensuring user privacy and information security as well as increasingly regulating online marketing, advertising and promotional activities and communications, including rules regarding disclosures in relation to the role of algorithms and price display messages in the display practices of platforms.

There are also new or additional rules regarding the taxation of digital products and services, the quality of products and services as well as addressing liability for third-party activities. Moreover, the applicability to the Internet of existing laws addressing issues such as intellectual property ownership and infringement is uncertain and evolving.

In particular, we are subject to an evolving set of data privacy laws. trivago is subject to the GDPR, which has been in effect since May 25, 2018 and which has recently led to the imposition of significant fines on various companies. Due to the global nature of our operations, trivago is subject to an ever changing and growing patchwork of privacy laws, including the UK Data Protection Act 2018 the Brazilian General Data Protection Law (LGPD) and the Canadian Personal Information Protection and Electronic Documents Act, to name a few.

In the US, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (CCPA) among other US state privacy laws; impose certain privacy requirements and restrictions as well as provide rights for consumers. Other privacy laws will continue to come into force in other US states, which may in turn influence other states or even the US Congress to pass comparable legislation, rendering it almost impossible to adopt a single compliance approach for the US. Other substantial markets have adopted or are in the process of adopting data protection regulations. As a result, the data privacy regulatory landscape is becoming more and more fragmented, and such regulations and the implementation and enforcement thereof risk being inconsistent or conflicting.

While we strive to monitor and comply with this complex and ever-changing set of laws, a failure or perceived or alleged failure to comply with data privacy requirements in one of the jurisdictions where we operate, or target users may significantly harm our businesses. In addition, we could be adversely affected if data privacy regulations are expanded (through new regulation or through legal rulings) to require major changes in our business practices.

The growing complexity of the data protection landscape is exemplified by the regulation regarding international transfer of personal data, which is rapidly evolving and likely to remain uncertain for the foreseeable future. In particular, the GDPR regulates transfers of EU personal data to third countries that have not been found by the European Commission to provide adequate protection to such EU personal data, such as the United States. A considerable number of our service providers and hotels operate in such jurisdictions. In July 2023, the European Commission has adopted an adequacy decision for the Data Privacy Framework (DPF) which has been negotiated between the US and the European Union. This DPF provides companies with a mechanism to comply with data protection requirements when transferring personal data from the EU to the United States. While this new framework might help reduce the complexity surrounding the transfer of personal data from the EU to the US, uncertainty remains as to the validity of this DPF (it is already subject, and might continue on being subject to, legal challenges). At present, companies still mostly rely on the European Commission's Standard Contractual Clauses to transfer personal data from Europe to the United States and other countries that have not been found to provide adequate protection to EU personal data. However, reliance on the Standard Contractual Clauses is subject to enhanced due diligence on the data importer's national laws: a transfer impact assessment must be carried out for any transfers and supplementary measures may have to accompany the Standard Contractual Clauses for a transfer to be compliant. These changes are causing us to continually review our current compliance approach and may result in additional compliance costs. The legal uncertainty related to cross-border transfers of personal data, could harm our ability to transfer personal data outside of the EU, and could in turn harm our ability to provide, and our customers' ability to use, some of our services.

Many governmental authorities in the markets in which we operate, especially in the EU, are also considering, or are in the process of implementing, additional and potentially diverging legislative and regulatory proposals that would or will increase the level and complexity of regulation of technology companies. For example, the EU's Digital Services Act, which fully entered into force on February 17, 2024, applies to trivago and, *inter alia*, imposes further disclosure obligations on us. The interpretation of this new regulation, which remains unclear for some of its provisions, is still subject to the upcoming publication of guidelines by the European Commission – the issuance of which could lead us to reassess our compliance approach on short notice. The EU has also adopted, or is in the process of adopting, a broad range of new legal instruments aimed primarily at regulating the technology sector (for example, the EU's Data Governance Act, the EU's Digital Markets Act, the EU's Data Act, the new EU's Network and Information Security Directive ("NIS 2"), and the ePrivacy Regulation).

The emergence of increasingly sophisticated artificial intelligence ("AI") models in recent years has prompted lawmakers around the world to consider or adopt AI-related regulations. For example, in February 2024, representatives of European Union Member States reached agreement on the proposed text of the EU's Artificial Intelligence Act, one of the first comprehensive regulations on AI. Other substantial markets, like the US and the UK, are also in the process of considering AI-specific legislation. The legal landscape surrounding AI therefore remains uncertain and will require close monitoring in the coming years, as trivago increasingly applies AI technologies. For more details, see *Item 3: Key*

information - D. Risk factors – Operational risks - Any use of artificial intelligence/machine learning (AI/ML) technologies in our operations may present additional legal, regulatory, and social risks, which could lead to additional costs and impact our competitive position.”

It is impossible to predict whether further new taxes or regulations will be imposed on our services and whether or how we might be affected. Increased regulation of the Internet could increase the cost of doing business or otherwise materially adversely affect our business, financial condition or results of operations. In addition, the application and interpretation of existing laws and regulations to our business is often uncertain, given the highly dynamic nature of our business and the sector in which trivago operates.

Technology and infrastructure

Data and proprietary algorithms

We process a large amount of information about user traffic and behavior, advertisers and direct connections into the databases of many of our advertisers. We believe it is central to the success of our business that we effectively capture and parse this data. To achieve this, we have developed proprietary algorithms that drive key actions across our platform, including search, listings and bidding tools. We continue to explore new ways to capture relevant data and feed this into our platform to further enhance the experience for both our users and advertisers.

Infrastructure

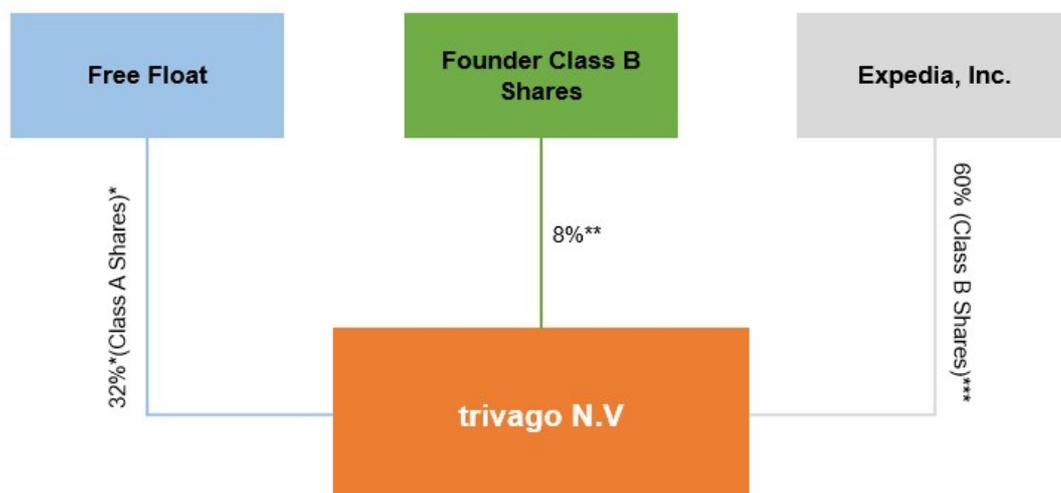
Our primary data center is situated in Germany, and we additionally utilize cloud servers located in the E.U., U.S., and Singapore, which we believe offer us secure and scalable storage and processing power at manageable incremental expense. While much of the data we receive and capture is not sensitive, our data centers and our cloud providers strive to be compliant with the highest security standards. Where required, our data centers and cloud providers are payment card industry (PCI) compliant and accordingly, it is our policy to store separately the limited amount of relevant sensitive data that we do capture. We have designed our websites, apps and infrastructure to be able to support high-volume demand.

Software

We develop our own software employing a rigorous iterative approach. This includes the proprietary algorithm underlying our search function, internal management tools, data analytics and advertiser tools.

C. Organizational structure

The following chart depicts our corporate structure and percentages of economic interest as of the date hereof based on the number of shares outstanding as of December 31, 2023:



*Class A shares are held by the public shareholders and by the Founders. Based on the information available through public filings, Rolf Schrömgens currently owns: 34,483,934 Class A (13D/A filed on December 19, 2023). For more information on shareholding, please see Item 7A. Major Shareholders.

**As of December 31, 2023, Class B shares of trivago N.V. are only held by Expedia Group and Rolf Schrömgens, one of our founders and a member of our supervisory board.

*** The holders of our Class B shares are entitled to ten votes per share, and holders of our Class A shares are entitled to one vote per share. For more information about the voting rights of our Class A and Class B shares, see Exhibit 2.6 hereto. Each Class B share is convertible into one Class A share at any time by the holder thereof, while Class A shares are not convertible into Class B shares under any circumstances.

trivago N.V. is the direct or indirect holding company of our subsidiaries. As of December 31, 2023, we do not own, directly or indirectly, any subsidiaries that we consider to be "significant".

D. Property, plant and equipment

In June 2018, we moved into our headquarters located in Düsseldorf's media harbor. We currently occupy 18,632 square meters of office space, which has been certified with LEED core & shell Gold - representing a state-of-the-art workplace for trivago. The lease provides for a fixed ten-year term plus two renewal options, each for a term of five years. Initially, trivago N.V. was the sole tenant of the building and the building was, therefore, built to our specifications.

As a result of negotiations of our lease contract for the Campus in Düsseldorf, Germany, we signed an amendment to the contract, which became effective in January 2021. The agreement includes the return of unused office spaces and a corresponding reduction of rent, as well as the sale of certain fixed assets related to the space to the landlord. Please refer to "Note 7 - Leases" in the notes to our audited consolidated financial statements included in this annual report for further details.

We have additional 381 square meters of leased office space in Spain.

Item 4A: Unresolved staff comments

None.

Item 5: Operating and financial review and prospects

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and related notes appearing elsewhere in this annual report. In addition to historical information, this discussion contains forward-looking statements based on our current expectations that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in "Item 3: Key information - D. Risk factors" and "Special note regarding forward-looking statements" sections and elsewhere in this annual report.

For a discussion of the year ended December 31, 2022 compared to December 31, 2021, refer to the section contained in our Annual Report on Form 20-F for the fiscal year ended December 31, 2022, "Item 5: Operating and financial review and prospects."

A. Operating results

Overview

Our total revenue for the years ended December 31, 2023 and 2022 was €485.0 million and €535.0 million, respectively, representing a decrease of 9%. Our Referral Revenue for the years ended December 31, 2023 and 2022 was €476.8 million and €521.8 million, respectively, representing a decrease of 9%.

In the year ended December 31, 2023, Referral Revenue decreased on a year-over-year basis by 19% and 9% in Americas and Developed Europe, respectively, while it increased by 25% in Rest of World, compared to the year ended December 31, 2022.

We recorded a net loss for the year ended December 31, 2023 of €164.5 million, compared to a net loss for the year ended December 31, 2022 of €127.2 million, representing a larger loss of €37.3 million from 2022 to 2023.

Adjusted EBITDA for the years ended December 31, 2023 and 2022 was €54.1 million and €107.5 million, respectively. Adjusted EBITDA is a non-GAAP financial measure, and we therefore direct you to "Item 5: Operating and financial review and prospects - G. Non-GAAP financial measures" for an additional description of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net income/(loss).

Key factors affecting our financial condition and results of operations

How we earn and monitor revenue

We earn substantially all of our revenue when users of our websites and apps click on hotel offers or advertisements in our search results and are referred to one of our advertisers. We call this our Referral Revenue. Each advertiser determines the amount that it wants to pay for each referral by bidding for advertisements on our marketplace. We also offer the option for our advertisers to participate in our marketplace on a cost-per-acquisition, or CPA, basis. We continue to onboard additional advertisers to the CPA model. See "Item 4: Information on the company - B. Business overview - Marketplace".

We also earn revenue by offering our advertisers business-to-business (B2B) solutions, such as access services and subscription fees earned from advertisers for the trivago Business Studio PRO Package. We also offered white label services and display advertisements, which were discontinued during 2023. Revenues earned from these B2B solutions did not represent a significant portion of our total revenue.

Revenue is monitored by reviewing developments in the number of referrals, the Revenue per Referral, or RPR, and our key metric Return on Advertising Spend, or ROAS.

Referrals

We use the term “referral” to describe each time a visitor to one of our websites or apps clicks on a hotel offer in our search results and is referred to one of our advertisers. We charge our advertisers for each referral mostly on a CPC basis.

We believe the primary factors that drive changes in our referral levels are the number of visits to our websites and apps (referred to as *traffic volume(s)*), the number of available accommodations on our search platform, content (the quality and availability of general information, reviews and pictures about the hotels), hotel room prices (the price of accommodation as well as the number of price sources for each accommodation), hotel ratings, the user friendliness of our websites and apps and the degree of customization of our search results for each visitor. Our referral levels are also heavily impacted by changes in our investment in Advertising Spend, as we rely on brand and performance marketing to attract users to our platform. In addition to continuously seeking expansion of our hotel and alternative accommodations advertisers network, we partner with such hotels or service providers to improve content and constantly test and improve the features of our websites and apps to improve the user experience, including our interface, user friendliness, and personalization for each visitor.

Revenue per Referral

We use Revenue per Referral, or RPR, to measure how effectively we convert referrals to revenue. RPR is calculated as Referral Revenue divided by the total number of referrals in a given period.

RPR is determined by the CPC bids or CPA bids our advertisers submit on our marketplace. CPC bids submitted by our advertisers (or a CPC-equivalent in the case of advertisers billed on a CPA basis) play an important role in determining the prominence given to offers and their placement in our search results.

Advertisers can analyze the number of referrals obtained from their advertisements on our marketplace and the consequent value generated from a referral based on the booking value they receive from users referred from our site to determine the amount they are willing to bid. We refer to this percentage of booking value we earn in Referral Revenue as *revenue share* or as our *monetization*. The bidding dynamics of our advertisers on our platform affects the level of monetization. Accordingly, the bidding behavior of our advertisers is also influenced by the rate at which our referrals result in bookings on their websites, or *booking conversion*, and the amount our advertisers obtain from referrals as a result of hotels and other accommodation booked on their sites, or *booking value*. The quality of the traffic we generate for our advertisers increases when aggregate booking conversion and/or aggregate booking value increases. We estimate overall booking conversion and booking value from data voluntarily provided to us by certain advertisers to better understand the drivers in our marketplace and, in particular, to gain insight into how our advertisers manage their advertising campaigns. Booking value is influenced by factors such as average daily rates of accommodation prices and duration, referred to as *length of stay*. Foreign exchange developments against our reporting currency (the euro) also play a role in revenue developments.

Assuming unchanged dynamics in the market beyond our marketplace, we would expect that the higher the potential booking value or booking conversion generated by a referral and the more competitive the bidding, the more an advertiser is willing to bid for a hotel advertisement on our marketplace, and therefore resulting in higher levels of monetization. The dynamics in the market beyond our marketplace are not static, and we believe that our advertisers continuously review their Advertising Spend on our platform and on other advertising channels, and continuously seek to optimize their allocation of their spending among us and our competitors.

The following tables set forth the percentage changes year-over-year of RPR and the number of referrals for our reportable segments for the years indicated. Percentages calculated below are based on the unrounded amounts and therefore may not recalculate on a rounded basis.

% increase/decrease in RPR (unaudited)	Year ended December 31,	
	2023 vs 2022	
Americas		(8)%
Developed Europe		(2)%
Rest of World		18 %
Total		(6)%

% increase/decrease in number of referrals (unaudited)	Year ended December 31,	
	2023 vs 2022	
Americas		(11)%
Developed Europe		(7)%
Rest of World		8 %
Total		(4)%

Return on Advertising Spend (ROAS)

We track the ratio of our Referral Revenue to our advertising expenses, or ROAS. We believe that ROAS is an indicator of the effectiveness of our advertising, and it is our primary operating metric. Historically, we believe that our advertising has been successful in generating additional revenue. We invest in many kinds of marketing channels, such as TV, search engine marketing, display and affiliate marketing, email marketing, social media, online video, mobile app marketing, content marketing, sponsorship and endorsement.

Our ROAS by reportable segment for the years ended December 31, 2023 and 2022 was as follows:

ROAS by segment (unaudited)	Year ended December 31,	
	2023	2022
Americas	148.3 %	164.4 %
Developed Europe	146.0 %	158.6 %
Rest of World	150.1 %	188.8 %
Consolidated ROAS	147.6 %	164.4 %

Consolidated ROAS decreased to 147.6% for the year ended December 31, 2023, compared to 164.4% in the same period in 2022. ROAS decreased by 16.1ppts, 12.6ppts and 38.7ppts in Americas, Developed Europe and Rest of World, respectively, compared to the year ended December 31, 2022.

Americas

In the year ended December 31, 2023, ROAS in Americas decreased to 148.3% as the relative decrease in Referral Revenue was greater than the relative decrease in Advertising Spend compared to the same period in 2022. Advertising Spend decreased by €12.6 million, or 9.6%, to €119.0 million in the year ended December 31, 2023, compared to the year ended December 31, 2022, mainly due to adjustments made to our performance marketing activities to maintain our ROAS targets. ROAS contribution decreased by €27.4 million, or 32.3%, to €57.4 million in the year ended December 31, 2023, compared to the same period in 2022.

Developed Europe

In the year ended December 31, 2023, ROAS in Developed Europe decreased to 146.0% as the relative decrease in Referral Revenue was greater than the relative decrease in Advertising Spend compared to the same period in 2022. Advertising Spend decreased by €2.1 million, or 1.4%, to €147.7 million in the year ended December 31, 2023, compared to the year ended December 31, 2022, mainly due to adjustments made to our performance marketing activities to maintain our ROAS targets, which were

partly offset by increased brand investments. ROAS contribution decreased by €19.9 million, or 22.6%, to €68.0 million in the year ended December 31, 2023, compared to the same period in 2022.

Rest of World

In the year ended December 31, 2023, ROAS in Rest of World decreased to 150.1% as the relative increase in Advertising Spend was greater than the relative increase in Referral Revenue compared to the same period in 2022. Advertising Spend increased by €20.6 million, or 57.4%, to €56.5 million in the year ended December 31, 2023, compared to the year ended December 31, 2022, mainly driven by a significant increase in marketing activities due to the recovery of travel demand, particularly in Japan. ROAS contribution decreased by €3.5 million, or 11.0%, to €28.3 million in the year ended December 31, 2023, compared to the same period in 2022.

Marketplace dynamics

Our advertisers regularly adjust the CPC and CPA bids they submit on our marketplace to reflect the levels of referrals, customers, bookings or revenue and profit they intend to achieve with their marketing spend on our platform. In recent years, we have observed a number of factors that can influence their bidding behavior on our marketplace, including:

- The fees advertisers are willing to pay based on how they manage their advertising costs and their targeted return on investment;
- Our advertisers' testing of their bidding strategies and the extent to which they make their inventories available on our marketplace;
- Responses of advertisers to elevated levels of volatility on our marketplace;
- Advertiser competition for the placement of their offers; and
- Our advertisers' response to changes made to our marketplace.

Recent and ongoing trends in our business

The following recent and ongoing trends have contributed to the results of our consolidated operations, and we anticipate that they will continue to impact our future results.

Volatility in monetization and traffic volumes

During 2023, we observed lower levels of monetization compared to the prior year when we had benefited from a strong auction in our marketplace and the seasonal uptick in monetization had been particularly pronounced. Foreign exchange headwinds also negatively impacted our financial performance. We observed higher average booking values during 2023, although the levels normalized during the fourth quarter. At the beginning of 2024, monetization levels were volatile, varying significantly over the course of January.

In addition, we observed increased volatility in the results of our performance marketing campaigns during 2023. Higher levels of competition in performance marketing channels continued to negatively impact our results, which resulted in traffic volume declines, particularly in our Developed Europe and Americas segments. As we continued to be disciplined with ROAS targets, we experienced significant declines in performance marketing traffic volumes. In addition, we observed ad format tests on Google that negatively impacted traffic volumes to our platform. These declines were partly offset by increased traffic volumes in our Rest of World segment, where we continue to observe a strong recovery in post-COVID travel and the positive impact of marketing investments.

Brand marketing investments

We announced in September a renewed focus on our brand marketing strategy which aims to fuel long-term growth. We kicked off our new marketing campaigns in mid-December 2023, rolling out globally our new creative and refreshed logo in an effort to rejuvenate the brand. We expect the short-term effect of these brand investments on our traffic volumes to be limited and aim to see revenue growth in the

medium-term; however, we believe that these investments will help us increase our brand baseline traffic over time, while negatively impacting our profitability in the near-term.

Macroeconomic and geopolitical environment

We continue to closely monitor the ongoing conflict affecting the Middle Eastern region. A prolonged or further escalation in the conflict may have a negative impact on our Rest of World segment results. We expect the new and existing geopolitical conflicts, disruptions to supply chain operations, and inflationary pressures to continue to have an impact on the travel market going forward. Against this backdrop, we believe travelers will have an increased need to compare prices as they focus on saving.

Impairments of intangible assets and goodwill

As a result of adjustments made to our profitability outlook arising from the announced strategy shift to long-term growth, share price decline, and uncertainty in our operating environment and in the overall economic environment, we performed a quantitative impairment assessment for our annual intangible assets and goodwill impairment test during the third quarter of 2023 resulting in impairment charges totaling €196.1 million. For more information on the impairment charge, see "Note 8 - Goodwill and intangible assets, net" in the notes to our audited consolidated financial statements included in this annual report.

Advertiser structure

We continue to generate most of our Referral Revenue from a limited number of OTAs. Certain brands affiliated as of the date hereof with our majority shareholder, Expedia Group, including Brand Expedia, Hotels.com, Orbitz, Travelocity, Hotwire, Wotif, Vrbo and ebookers, in the aggregate, accounted for 36% of our Referral Revenue for the year ended 2023. Booking Holdings and its affiliated brands, Booking.com, Agoda and priceline.com accounted for 43% of our Referral Revenue for the year ended 2023. Although we believe we will ultimately receive a portion of the additional booking value we generate for our advertisers, the fact that a significant portion of our Referral Revenue is generated from brands affiliated with Expedia Group and Booking Holdings can permit them to obtain the same or increased levels of referrals, customers, bookings or revenue and profit at lower cost.

Results of Operations

Comparison of the years ended December 31, 2023 and 2022:

(in millions)	Year ended December 31,		% Change
	2023	2022	2023 vs 2022
Consolidated statement of operations:			
Revenue	€ 312.6	€ 361.7	(14)%
Revenue from related party	172.5	173.3	(1)%
Total revenue	€ 485.0	€ 535.0	(9)%
Costs and expenses:			
Cost of revenue	12.0	12.7	(6)%
Selling and marketing	345.6	342.0	1 %
Technology and content	49.0	54.9	(11)%
General and administrative	38.7	60.9	(36)%
Amortization of intangible assets	0.1	0.1	— %
Impairment of intangible assets and goodwill	196.1	184.6	6 %
Operating loss	€ (156.6)	€ (120.3)	30 %
Other income/(expense)			
Interest expense	0.0	(0.1)	(100)%
Interest income	5.2	0.6	n.m.
Other, net	(0.5)	(0.5)	— %
Total other income/(expense), net	€ 4.7	€ 0.0	N/A
Loss before income taxes	€ (151.9)	€ (120.2)	26 %
Expense for income taxes	12.4	6.6	88 %
Loss before equity method investment	€ (164.3)	€ (126.8)	30 %
Loss from equity method investment	(0.2)	(0.4)	(50)%
Net loss	€ (164.5)	€ (127.2)	29 %

n.m. not meaningful

Note: Some figures may not add due to rounding.

	Year ended December 31,	
	2023	2022
Consolidated statement of operations as a percent of total revenue:		
Revenue	64 %	68 %
Revenue from related party	36 %	32 %
Total revenue	100 %	100 %
Costs and expenses:		
Cost of revenue	2 %	2 %
Selling and marketing	71 %	64 %
Technology and content	10 %	10 %
General and administrative	8 %	11 %
Amortization of intangible assets	0 %	0 %
Impairment of intangible assets and goodwill	40 %	35 %
Operating loss	(32)%	(22)%
Other income/(expense)		
Interest expense	0 %	(0)%
Interest income	1 %	0 %
Other, net	0 %	0 %
Total other income/(expense), net	1 %	0 %
Loss before income taxes	(31)%	(22)%
Expense for income taxes	3 %	1 %
Loss before equity method investment	(34)%	(24)%
Loss from equity method investment	0 %	0 %
Net loss	(34)%	(24)%

Revenue

Our total revenue in the year ended December 31, 2023, consisted of Referral Revenue of €476.8 million and other revenue of €8.2 million.

Total revenue for the year ended December 31, 2023 was €485.0 million, representing a decrease of €50.0 million, or 9.3%, compared to the year ended December 31, 2022. Revenue from third parties for the year ended December 31, 2023, decreased by €49.1 million, or 13.6%, while revenue from related parties decreased by €0.8 million, or 0.5% for the same period.

Referral revenue for the year ended December 31, 2023 was €476.8 million, representing a decrease of €45.0 million, or 8.6%, compared to the same period in 2022. This decrease was primarily driven by softer bidding dynamics on our platform compared to the year ended December 31, 2022, when we had benefited from a strong auction. It was further driven by lower traffic volumes from increased competition in performance marketing channels and a negative foreign exchange rate impact due to the strengthening of the euro against foreign currencies, compared to the year ended December 31, 2022. The decrease was partly offset by higher average booking values and better booking conversion compared to the same period in 2022.

The breakdown of Referral Revenue by reportable segment is as follows:

(in millions)	Year ended December 31,		% Change
	2023	2022	2023 vs 2022
Americas	€ 176.4	€ 216.4	(19)%
Developed Europe	215.7	237.7	(9)%
Rest of World	84.7	67.7	25 %
Total	€ 476.8	€ 521.8	(9)%

Referral Revenue in Americas in the year ended December 31, 2023, decreased by €40.0 million, or 19.0%, compared to the same period in 2022. The year-over-year decrease was primarily driven by lower traffic volumes from increased competition in performance marketing channels, softer bidding dynamics on our platform compared to the same period in 2022 when we had benefited from a strong auction, and a negative foreign exchange rate impact due to the weakening of the U.S. dollar against the euro. These were partly offset by higher average booking values compared to the same period in 2022.

Referral Revenue in Developed Europe in the year ended December 31, 2023, decreased by €22.0 million, or 9.3%, compared to the same period in 2022. The decrease was primarily driven by softer bidding dynamics on our platform compared to the same period in 2022 when we had benefited from a strong auction, and by lower traffic volumes from increased competition in performance marketing channels. The decrease was partly offset by better booking conversion and higher average booking values compared to the same period in 2022.

Referral Revenue in Rest of World in the year ended December 31, 2023, increased by €17.0 million, or 25.1%, compared to the same period in 2022, which was mainly driven by higher average booking values, better booking conversion, and an increase in traffic volumes, particularly in Japan. The increase was partly offset by a negative foreign exchange rate impact primarily due to the weakening of the Japanese Yen against the euro, and by a reduction in traffic volumes mostly in Central Eastern Europe compared to the same period in 2022.

Cost of revenue and expenses

Cost of revenue

Our cost of revenue consists primarily of our third-party cloud-related service provider expenses and third-party data center expenses, depreciation expense for self owned data center, personnel-related expenses and share-based compensation for our infrastructure operations staff and our customer service team.

Cost of revenue was €12.0 million for the year ended December 31, 2023, and decreased by €0.7 million, or 6%, compared to the same period in 2022. The decrease was mainly driven by lower data center and cloud-related service provider costs.

Selling and marketing

Selling and marketing expense includes advertising expense, other selling and marketing expenses, and share-based compensation expense.

Advertising expense consists of fees that we pay for our various marketing channels like TV, search engine marketing, display and affiliate marketing, email marketing, online video, app marketing, content marketing, and sponsorship and endorsement.

Other selling and marketing expenses include personnel-related expenses for our marketing, sales and account management teams, as well as production costs for our TV spots and other marketing material, and other professional fees such as market research costs.

(in millions)	Year ended December 31,		% Change
	2023	2022	2023 vs 2022
Advertising expense	€ 323.2	€ 317.3	2 %
% of total revenue	66.6 %	59.3 %	
Other selling and marketing	21.9	24.0	(9)%
% of total revenue	4.5 %	4.5 %	
Share-based compensation	0.5	0.7	(29)%
% of total revenue	0.1 %	0.1 %	
Total selling and marketing expense	€ 345.6	€ 342.0	1 %
% of total revenue	71.3 %	63.9 %	

Selling and marketing expenses for the year ended December 31, 2023, increased by €3.6 million, or 1%, compared to the same period in 2022, primarily driven by the increase in Advertising Spend in the Rest of World segment.

Advertising Spend increased by €5.9 million, or 2%, for the year ended December 31, 2023, compared to the same period in 2022. Advertising Spend increased by 20.6 million to €56.5 million in Rest of World, while it decreased by €12.6 million and €2.1 million to €119.0 million and €147.7 million in Americas and Developed Europe, respectively, compared to the year ended December 31, 2022. The overall increase in Advertising Spend was driven by higher brand investments and was partly offset by lower performance marketing spend. For a more detailed discussion of changes in Advertising Spend by segment, see "Return on Advertising Spend (ROAS)" above.

Other selling and marketing expenses excluding share-based compensation for the year ended December 31, 2023 decreased by €2.1 million, or 9%, compared to the same period in 2022. The decrease was primarily driven by lower expenses incurred to acquire traffic, and lower personnel-related costs from a lower headcount following the discontinuation of certain products and projects in the prior year and as a result of an internal reorganization of existing teams to achieve efficiencies in 2022. The decrease was further driven by cancellation fees incurred in the prior year for contracts related to discontinued products, and was partly offset by higher television advertisement production costs.

Technology and content

Technology and content expense consists primarily of expenses for technology development, product development and hotel search personnel and overhead, depreciation and amortization of technology assets including hardware, purchased and internally developed software and other professional fees (primarily licensing and maintenance expense), including share-based compensation expense.

(in millions)	Year Ended December 31,		% Change
	2023	2022	2023 vs 2022
Personnel	€ 27.3	€ 32.4	(16)%
Share-based compensation	1.7	3.0	(43)%
Depreciation of technology assets	3.7	4.9	(24)%
Professional fees and other	16.3	14.6	12 %
Total technology and content	€ 49.0	€ 54.9	(11)%
% of total revenue	10.1 %	10.3%	

Technology and content expense for the year ended December 31, 2023 decreased by €5.9 million, or 11%, compared to the same period in 2022, mainly due to lower personnel-related costs, lower share-based compensation and depreciation expense, partly offset by higher professional fees and other expenses.

Personnel-related costs for the year ended December 31, 2023 decreased by €5.1 million, or 16%, mainly due a lower headcount following an internal reorganization of existing teams to achieve efficiencies through attrition and headcount reductions as a result of the discontinuation of certain products and projects in 2022. The decrease was further driven by lower severance payments compared to the year ended December 31, 2022.

Depreciation expense decreased by €1.2 million, or 24%, mainly due to lower underlying capitalized software and software development cost assets that are typically depreciated over a three year useful life.

Professional fees and other expenses increased by €1.7 million, or 12%, mainly due to higher cloud-related service provider costs and continuous investments to improve our platform. These were partly offset by the non-recurrence of an impairment of capitalized software assets related to discontinued products and projects recognized in the prior year.

General and administrative

General and administrative expense consists primarily of personnel-related costs including those of our executive leadership, finance, legal and human resource functions, as well as professional fees for external services including legal, tax and accounting. It also includes other overhead costs, depreciation and share-based compensation.

(in millions)	Year ended December 31,		% Change
	2023	2022	2023 vs 2022
Personnel	€ 17.3	€ 14.2	22 %
Share-based compensation	7.2	11.4	(37)%
Professional fees and other	14.2	35.2	(60)%
Total general and administrative	€ 38.7	€ 60.9	(36)%
% of total revenue	8.0%	11.4%	

Note: Some figures may not add due to rounding.

General and administrative expense for the year ended December 31, 2023 decreased by €22.2 million, or 36%, compared to the same period in 2022, mainly due to lower professional fees and other expenses and lower share-based compensation expense, partly offset by higher personnel-related costs.

The decrease in professional fees and other expenses for the year ended December 31, 2023 was mainly driven by the non-recurrence of the incremental expense of €20.7 million during 2022 in relation to the proceeding brought by the Australian Competition and Consumer Commission (ACCC) against us. The decrease was further driven by lower insurance expenses, and partly offset by ADS cancellation fees incurred in connection with our equity restructuring completed in the year ended December 31, 2023.

Personnel-related costs for the year ended December 31, 2023 increased by €3.1 million, or 22%, mainly due to an increase in compensation costs compared to the same period in 2022.

Amortization of intangible assets

Amortization of intangible assets was €0.1 million in both the year ended December 31, 2023 and in the year ended December 31, 2022, as we amortize intangible assets acquired through the weekengo GmbH acquisition.

Impairment of intangible assets and goodwill

We recorded cumulative impairment charges of €196.1 million and €184.6 million in the years ended December 31, 2023 and 2022, respectively. See "Note 8 - Goodwill and intangible assets, net" in the notes to our audited consolidated financial statements included in this annual report for further details.

Operating loss

Our operating loss was €156.6 million for the year ended December 31, 2023 compared to an operating loss of €120.3 million for the year ended December 31, 2022. The larger loss for the year ended December 31, 2023 was mainly driven by lower revenues of €50.0 million, or 9.3% compared to the same period in 2022, mainly due to lower monetization, lower traffic volumes, and negative foreign exchange effects. This larger loss was further driven by the higher impairment of indefinite-lived intangible assets and goodwill totaling €196.1 million compared to €184.6 million recorded in the same period 2022. This was partly offset by the non-recurrence of the incremental expense of €20.7 million recorded in prior year in relation to the proceeding brought by the ACCC against us.

Other income/(expense)

Other income for the year ended December 31, 2023 was €4.7 million compared to other income of €15 thousand in the same period in 2022. The increase was mainly due to a higher interest income in the year ended December 31, 2023 compared to the same period in 2022, while interest expense and other expense remained mostly flat.

Interest income increased by €4.6 million compared to the same period in 2022 due to higher interest rates on our bank accounts and term deposits held with financial institutions in the current year.

Expense for income taxes

(in millions)	Year ended December 31,		% change
	2023	2022	2023 vs 2022
Expense for income taxes	€ 12.4	€ 6.6	87.9 %
Effective tax rate	(8.2)%	(5.5)%	

Income tax expense was €12.4 million in the twelve months ended December 31, 2023, compared to €6.6 million in the same period in 2022. Our effective tax rate was (8.2)% in 2023, compared to (5.5)% in 2022. Non-deductible share-based compensation of (pre-tax) €9.5 million in 2023 and €15.3 million in 2022 had an impact on the effective tax rates of (2.0)% and (4.0)% in the years ended December 31, 2023 and 2022, respectively. Non-deductible impairment expenses on goodwill of (pre-tax) €181.9 million in 2023 and €104.6 million in 2022 had an impact on the effective tax rate of (37.4)% and (27.2)% in the years ended December 31, 2023 and 2022, respectively. The release of €0.7 million in uncertain tax position had an impact on the effective tax rate of 0.5% in the year ended December 31, 2023.

The details on the movement in valuation allowance are included in "Note 10 - Income taxes" in the notes to our audited consolidated financial statements included in this annual report. Other differences relate to one-off items during the year, such as non-deductible expenses which are individually insignificant.

Loss from equity method investment

Loss from our equity method investment in UBIO was €0.2 million for the year ended December 31, 2023 compared to €0.4 million in the same period in 2022.

Quantitative and qualitative disclosures about market risk

Market risk is the potential loss from adverse changes in interest rates, foreign exchange rates and market prices. Our exposure to market risk includes our cash, accounts receivable, intercompany receivables, investments and accounts payable. We manage our exposure to these risks through established policies and procedures. Our objective is to mitigate potential income statement, cash flow and market exposures from changes in interest and foreign exchange rates.

Interest rate risk

We did not experience any significant impact from changes in interest rates and had no outstanding loans during the year ended December 31, 2023.

Foreign exchange risk

We conduct business in many countries throughout the world. Because we operate in markets globally, we have exposure to different economic climates, political arenas, tax systems and regulations that could affect foreign exchange rates. Our primary exposure to foreign currency risk relates to transacting in foreign currency and recording the activity in euro. A large portion of our advertising expenses are incurred in the local currency of the particular geographic market in which we advertise, with a significant amount incurred in U.S. dollar. The vast majority of our revenue is denominated in euro. Changes in exchange rates between the functional currency of our consolidated entities and these other currencies will result in transaction gains or losses, which we recognize in our consolidated statements of operations. Our foreign exchange risk relates primarily to the exchange rate between the U.S. dollar and the euro.

Changes in foreign exchange rates can amplify or reduce changes in the underlying trends in our revenue. Although we have relatively little direct foreign currency translation with respect to our revenue, we believe that our advertisers' decisions on the share of their booking revenue they are willing to pay to us are based on the currency in which the hotels being booked are priced. Accordingly, we have observed that advertisers tend to adjust their CPC bidding based on the relative strengthening or weakening of the euro as compared to the local functional currency of the advertiser placing the booking in which the booking with our advertisers is denominated.

Future net transaction gains and losses are inherently difficult to predict as they are reliant on how the multiple currencies in which we transact fluctuate in relation to the functional currency of our consolidated entities, the relative composition and denomination of current assets and liabilities for each period, and our effectiveness at forecasting and managing, through balance sheet netting, such exposures. As an example, if the foreign currencies in which we hold net asset balances were to depreciate by 10% against the euro and other currencies in which we hold net liability balances were to appreciate by 10% against the euro, we would recognize foreign exchange losses of €0.5 million based on the net asset or liability balances of our foreign denominated cash, accounts receivable and accounts payable balances as of December 31, 2023. As the net composition of these balances fluctuate frequently, even daily, as do foreign exchange rates, the example loss could be compounded or reduced significantly within a given period.

During the year ended December 31, 2023 we had net foreign exchange rate losses of €0.6 million compared to losses of €0.2 million in the year ended December 31, 2022.

Concentration of credit risk

Our business is subject to certain risks and concentrations including dependence on relationships with our advertisers, dependence on third-party technology providers, and exposure to risks associated with online commerce security. Our concentration of credit risk relates to depositors holding our cash and customers with significant accounts receivable balances.

Our customer base includes primarily OTAs, hotel chains and independent hotels. We perform ongoing credit evaluations of our customers and maintain allowances for potential credit losses. We generally do not require collateral or other security from our customers. Expedia Group and affiliates represented 36% of our total revenue for the year ended December 31, 2023 and 45% of total accounts receivable as of December 31, 2023. Booking Holdings and its affiliates represented 43% of our total revenue for the year ended December 31, 2023 and 25% of total accounts receivable as of December 31, 2023.

B. Liquidity and capital resources

For the year ended December 31, 2023, total cash, cash equivalents and restricted cash decreased by €146.7 million to €102.2 million, of which €101.8 million were included in cash and cash equivalents and €0.3 million in short-term restricted cash in the balance sheet. The decrease in total cash, cash equivalents and restricted cash was mainly driven by negative cash flows from financing activities, partly offset by positive cash flows from operating and investing activities.

Our known material liquidity needs for periods beyond the next twelve months are described below in “*Item 5: Operating and financial review and prospects - F. Tabular disclosure of contractual obligations.*” We believe that our cash from operations, together with our cash balance are sufficient to meet our ongoing capital expenditures, working capital and other capital needs.

The following table summarizes our cash flows for the years ended December 31, 2023 and 2022:

(in millions)	Year Ended December 31,	
	2023	2022
Cash flows provided by operating activities	€ 27.8	€ 66.3
Cash flows provided by/(used in) investing activities	16.3	(54.9)
Cash flows used in financing activities	(190.4)	(19.6)

Cash Flows Provided by Operating Activities

For the year ended December 31, 2023, net cash provided by operating activities was €27.8 million, primarily driven by the adjustment of non-cash items totaling €208.2 million included in the period net loss of €164.5 million, partly offset by an overall negative change in operating assets and liabilities of €15.9 million.

Non-cash items reconciled from net loss include the intangible assets and goodwill impairment loss of €196.1 million, which also resulted in the reduction of the net intangible assets balance and the elimination of the goodwill balance as of December 31, 2023, share-based compensation of €9.5 million and depreciation of €4.4 million. These were partly offset by a reduction of deferred income taxes of €3.5 million.

The change in operating assets and liabilities was primarily driven by cash outflows consisting of a decrease in taxes payable of €10.2 million and an increase in taxes receivable of €6.3 million, an increase in prepaid expenses and other assets of €3.6 million, and a decrease in accounts payable of €2.4 million. These cash outflows were partly offset by a decrease in accounts receivable of €6.7 million due to lower revenues in the fourth quarter of 2023 compared to the same period in 2022.

Cash Flows Provided by Investing Activities

For the year ended December 31, 2023, cash provided by investing activities was €16.3 million, primarily driven by proceeds from sales and maturities of investments of €45.0 million. This was partly offset by the purchase of an investment of €25.2 million and cash outflows of €3.5 million related to capital expenditures, including internal-use software and website development.

Cash Flows Used in Financing Activities

For the year ended December 31, 2023, cash used in financing activities was €190.4 million, primarily driven by the one-time extraordinary dividend paid to shareholders in the fourth quarter of 2023 totaling €184.4 million and payments totaling €6.4 million related to withholding taxes on net share settlements of equity awards.

C. Research and development expenses, patents and licenses, etc.

See “*Item 4: Information on the company - B. Business overview.*”

D. Trend information

See “*Item 5: Operating and financial review and prospects - A. Operating results.*”

E. Critical Accounting Policies and Estimates

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

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

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

For more information on each of these policies, see "*Note 2 - Significant accounting policies*" in the notes to our audited consolidated financial statements included in this annual report for further details. We discuss information about the nature and rationale for our critical accounting estimates below.

Leases

We have operating leases for office space and office equipment. Operating lease right-of-use ("ROU") assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term.

Given the rate implicit in our leases is not typically readily determinable, we have to estimate the Incremental Borrowing Rate ("IBR") to be used as the discount rate in order to measure the present value of future lease payments.

In January 2021, we amended the operating lease agreement for office space in our corporate headquarters, whereby the landlord granted us partial termination of the lease related to certain floor spaces. This amendment was treated as a lease modification. See "*Note 7 - Leases*" in the notes to our audited consolidated financial statements included in this annual report for further details.

The IBR was used to derive adjustments to operating lease ROU assets and lease liabilities as of the effective date of the lease modification. Estimating the IBR requires assessing a number of inputs including an estimated synthetic credit rating, collateral adjustments and interest rates. Selecting different inputs for this estimation may result in different adjustments to the carrying value of operating lease ROU assets and lease liabilities. The selected IBR would have to change by more than 70 basis points to result in a materially different post-modification operating lease ROU assets and lease liabilities balance.

Recoverability of goodwill and indefinite-lived intangible assets

We assess goodwill and indefinite-lived assets, neither of which are amortized, for impairment annually as of September 30th, or more frequently, if events and circumstances indicate that an impairment may have occurred.

For the year ended December 31, 2023, we performed a quantitative impairment assessment. A goodwill and indefinite-lived intangible assets impairment charge of €196.1 million was recorded for the quarter ended September 30, 2023 while performing our annual impairment test.

Goodwill is assigned to our three reporting units, which correspond to our three operating segments (Americas, Developed Europe and Rest of World), on the basis of their relative fair values. The fair value

of each reporting unit was estimated using a blended analysis of the present value of future discounted cash flows and market valuation approach.

The discounted cash flow model requires significant estimates, including our weighted average cost of capital, revenue growth rates, profitability of our business and long-term rate of growth. Changes in these estimates and assumptions could result in a materially different impairment charge in the period in which an impairment is recognized which could materially affect the estimated fair value of each reporting unit.

The significant estimates within the market valuation approach include identifying similar companies with comparable business factors, such as size, growth, profitability, risk and return on investment, assessing comparable revenue and operating income multiples and the control premium applied in estimating the fair value of the reporting unit.

Indefinite-lived intangible assets consists of trade name, trademarks, and domain names. We base our measurement of the fair value using the relief-from-royalty method. This method assumes that the trade name and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate future revenue for the brand, the appropriate royalty savings rate and an applicable discount rate.

The most significant assumptions used in our current year analysis to determine the fair value of the reporting units were our weighted average cost of capital ("WACC") and long-term growth rate. The most significant assumptions used in determining the fair value of our indefinite-lived intangible assets were the royalty savings rate and the discount rate. The use of different estimates or assumptions in determining the fair value of our goodwill and indefinite-lived intangible assets may result in different values, which could result in an impairment, or in the period in which an impairment is recognized, could result in a materially different impairment charge.

As a result of our annual impairment test performed as of September 30, 2023, we recorded impairment charges to the Developed Europe and Americas reporting unit goodwill balances of €95.5 million and €86.5 million, respectively, which eliminated the goodwill balances in these reporting units. There was no goodwill allocated to the Rest of World reporting unit. Assuming all other assumptions remain constant, if the selected WACC decreased by 100 basis points, there would have been a remaining goodwill balance of €1.6 million in the Americas reporting unit and the goodwill balance in the Developed Europe reporting unit would have remained eliminated. The selected long-term growth rates for the Developed Europe and Americas reporting units were not sensitive for the goodwill impairment test.

As a result of our annual impairment test performed as of September 30, 2023, we recorded an impairment charge of €14.2 million to our indefinite-lived intangible assets. Assuming all other assumptions remain constant, a decrease of 100 basis points in the royalty savings rate would have resulted in a higher impairment charge of €25.1 million, while an increase of 100 basis points in the royalty savings rate would have resulted in no impairment charge. Assuming all other assumptions remain constant, an increase of 100 basis points in the selected discount rate would have resulted in a higher impairment charge of €3.6 million, while a decrease of 100 basis points in the selected discount rate would have resulted in a lower impairment charge of €3.9 million.

As of December 31, 2023, no goodwill balance remained in any reporting unit and the carrying value of our indefinite-lived intangible assets was €75.3 million. See "*Note 8 - Goodwill and intangible assets, net*" in the notes to our annual consolidated financial statements included in this annual report for further details.

Income taxes

We record income taxes under the liability method. Deferred tax assets and liabilities reflect our estimation of the future tax consequences of temporary differences between the carrying amounts of assets and liabilities for book and tax purposes. We determine deferred income taxes based on the differences in accounting methods and timing between financial statement and income tax reporting. Accordingly, we determine the deferred tax asset or liability for each temporary difference based on the enacted tax rates expected to be in effect when we realize the underlying items of income and expense.

We consider many factors when assessing the likelihood of future realization of our deferred tax assets, including our recent earnings experience by jurisdiction, expectations of future taxable income, and the carryforward periods available to us for tax reporting purposes, as well as other relevant factors. We may establish a valuation allowance to reduce deferred tax assets to the amount we believe is more likely than not to be realized. Due to inherent complexities arising from the nature of our businesses, future changes in income tax law or variances between our actual and anticipated results of operations, we make certain judgments and estimates. Therefore, actual income taxes could materially vary from these estimates.

We account for uncertain tax positions based on a two-step process of evaluating recognition and measurement criteria. The first step assesses whether the tax position is more likely than not to be sustained upon examination by the tax authority, including resolution of any appeals or litigation, based on the technical merits of the position. If the tax position meets the more likely than not criteria, the portion of the tax benefit greater than 50% likely to be realized upon settlement with the tax authority is recognized in the financial statements. Interest related to uncertain tax positions are classified in the financial statements as a component of income tax expense. The ultimate resolution of these tax positions may be greater or less than the liabilities recorded.

Share-based compensation

Our share-based compensation relates to employee stock awards granted in connection with the trivago N.V. 2016 Incentive Plan.

Employee stock options primarily consist of service based awards, some of which also have market-based performance conditions. We measure the fair value of share options at the grant date or the modification date, if applicable, using the Black-Scholes option pricing model and the fair value of awards containing market-based conditions using a Monte Carlo simulation model. These models incorporate various assumptions including expected volatility of equity, expected term, and risk-free interest rate. We amortize the fair value over the vesting term on a straight-line basis, and for awards with market-based conditions, over the service period using the accelerated method. If any of the assumptions used in the model change significantly for future grant valuations or modification events, share-based compensation expense may differ materially in the future from that recorded in the current period.

F. Tabular disclosure of contractual obligations

The following table summarizes our contractual obligations as of December 31, 2023:

(in millions)	Payments due by period		
	Total	Short-term	Long-term
Operating leases, including imputed interest ⁽¹⁾	€ 51.5	€ 3.7	47.8
Finance lease obligations	0.2	0.1	0.1
Purchase obligations ⁽²⁾	26.8	14.5	12.3
Total ⁽³⁾	€78.5	€18.3	€60.2

⁽¹⁾ Operating lease obligations include leases for office space. Certain leases contain renewal options. Lease obligations expire at various dates with the latest maturity in 2038. Refer to "Note 2 - Significant accounting policies" in the audited consolidated financial statements included in this annual report for detailed discussion on our accounting for operating leases. The lease obligations have not been reduced by minimum sublease rental income due in the future under non-cancelable sublease agreements which is expected to be immaterial for the future period.

⁽²⁾ Our purchase obligations represent the minimum obligations we have under agreements with certain of our vendors and marketing partners. These minimum obligations are less than our projected use for those periods. Payments may be more than the minimum obligations based on actual use.

⁽³⁾ Excludes €8.6 million of net unrecognized tax benefits for which we cannot make a reasonably reliable estimate of the period of payment.

G. Non-GAAP financial measures

We report Adjusted EBITDA as a supplemental measure to U.S. Generally Accepted Accounting Principles ("GAAP"). We define Adjusted EBITDA as net income/(loss) adjusted for:

- income/(loss) from equity method investment,
- expense/(benefit) for income taxes,
- total other (income)/expense, net,
- depreciation of property and equipment and amortization of intangible assets,
- impairment of, and gains and losses on disposals of, property and equipment,
- impairment of intangible assets and goodwill,
- share-based compensation, and
- certain other items, including restructuring, ADS cancellation fees, significant legal settlements and court-ordered penalties, such as the penalty imposed by the Australian Federal Court in the proceeding brought by the ACCC against us.

From time to time, we may exclude from Adjusted EBITDA the impact of certain items that affect the period-to-period comparability of our operating performance.

Adjusted EBITDA 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 U.S. GAAP in such company's financial statements. We present this non-GAAP financial measure because it is used by management to evaluate our operating performance, formulate business plans, and make strategic decisions on capital allocation. We also believe that this non-GAAP financial measure provides useful information to investors and others in understanding and evaluating our operating performance and consolidated results of operations in the same manner as our management, and the exclusion of certain expenses in calculating Adjusted EBITDA can provide a useful measure in comparing financial results between periods as these costs may vary independent of core business performance.

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 U.S. GAAP, including net income/loss. 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 expenses, such as restructuring and other related reorganization costs;
- Although depreciation, amortization and impairments are non-cash charges, the assets being depreciated, amortized or impaired 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; and
- Other companies, including companies in our own industry, may calculate Adjusted EBITDA differently than we do, limiting its usefulness as a comparative measure.

We periodically provide an Adjusted EBITDA outlook however, we are not able to provide a reconciliation of our Adjusted EBITDA outlook to net income/(loss), the comparable GAAP measure, because certain items that are excluded from Adjusted EBITDA cannot be reasonably predicted or are not in our control. In

particular, we are unable to forecast the timing or magnitude of share-based compensation, interest, taxes, impairments, restructuring related costs and/or significant legal settlements and court-ordered penalties without unreasonable efforts, and these items could significantly impact, either individually or in the aggregate, net income/(loss) in the future.

The below table presents a reconciliation of Adjusted EBITDA to net income/(loss), the most directly comparable GAAP financial measure.

(in millions)	Year Ended December 31,	
	2023	2022
Net loss	€ (164.5)	€ (127.2)
Loss from equity method investment	(0.2)	(0.4)
Loss before equity method investment	€ (164.3)	€ (126.8)
Expense for income taxes	12.4	6.6
Loss before income taxes	(151.9)	(120.2)
Add/(less):		
Interest expense	0.0	0.1
Interest income	(5.2)	(0.6)
Other, net	0.5	0.5
Operating loss	(156.6)	(120.3)
Depreciation of property and equipment and amortization of intangible assets	4.6	6.1
Impairment of, and gains and losses on disposals of, property and equipment	0.0	0.9
Impairment of intangible assets and goodwill	196.1	184.6
Share-based compensation	9.5	15.3
Certain other items, including restructuring, ADS cancellation fees, significant legal settlements and court ordered penalties ^{(1) (2)}	0.5	20.7
Adjusted EBITDA	54.1	107.5

Note: Some figures may not add due to rounding.

⁽¹⁾ The €0.5 million presented within the certain other items line in the tabular reconciliation for the year ended December 31, 2023 is attributable to the ADS cancellation fees incurred in connection with our equity restructuring completed in the fourth quarter of 2023. As the equity restructuring was a result of the payment of a one-time extraordinary dividend, these fees were excluded when calculating Adjusted EBITDA in 2023.

⁽²⁾ The €20.7 million presented within the certain other items line in the tabular reconciliation for the year ended December 31, 2022 is attributable to the ACCC penalty and costs imposed on us in the judgement by the Australian Federal Court in the proceeding brought by the ACCC. Due to the size and unusual nature of the expenses relating to the judgement of the Australian Federal Court and its distorting effect on the understanding of our underlying business developments, it is also excluded when calculating Adjusted EBITDA. Of the AUD 44.7 million penalty assessed by the Australian Federal Court, a portion was accrued for over multiple accounting periods prior to the change in Adjusted EBITDA definition which took place in the first quarter of 2020. As a result, a portion of the penalty net of foreign exchange was presented within Adjusted EBITDA in prior periods. See "Note 13 - Commitments and contingencies" in the notes to our audited consolidated financial statements included in this annual report for further details.

Item 6: Directors, senior management and employees

A. Directors and senior management

Senior management and supervisory board

The following tables present information about our senior management and our supervisory board members including their ages and position as of the date of this annual report. The current business addresses for the members of our management and supervisory boards is c/o trivago N.V., Kesselstraße 5 - 7, 40221 Düsseldorf, Germany.

Management board

Name	Age	Position	Year of initial appointment	Expiration of current term
Johannes Thomas	36	Managing Director for Communication, Strategy, Partnerships and Talents and Culture (Chief Executive Officer)	2023	2027
Jasmine Ezz	32	Managing Director for Marketing (Chief Marketing Officer)	2023	2027
Andrej Lehnert	55	Managing Director for Product (Chief Product Officer)	2023	2027
Kevin Hu*	34	Interim Chief Financial Officer*	2024	2024

**Mr. Hu is designated as our acting Chief Financial Officer for the period from January 1 to March 31, 2024 with such powers and responsibilities as held by the former Chief Financial Officer when acting in that capacity, and which the management board may deem reasonable and appropriate. He is not a member of our management board.*

The following paragraphs set forth biographical information regarding our management board members as well as our chief financial officer.

Johannes Thomas currently serves as a managing director and chief executive officer. Prior to joining trivago, Mr. Thomas was Managing Director of ColQ.capital an investment fund that leverages collective intelligence to make investment decisions. Prior to joining ColQ, he was Managing Director and Chief Revenue Officer at trivago. Mr. Thomas joined us in 2011 to build up the Performance Marketing Department and then steered the path of the advertiser relations unit. Mr. Thomas also headed up the Business Operations and Strategy Department, which was responsible for running strategic projects and acquisitions within trivago for several years.

Jasmine Ezz currently serves as managing director and chief marketing officer. Prior to her return to trivago in 2023, she served as co-founder and Managing Director of Grid GmbH, an event and nightlife app, which allowed users to buy tickets, order in-app and pay on a cashless basis. From 2014 to 2020, she held various positions at trivago, most recently as Head of Media Buying. Ms. Ezz holds a master's degree in international management from the Rotterdam School of Management, Erasmus University and a bachelor's degree in international business from Maastricht University.

Andrej Lehnert currently serves as managing director and chief product officer. Prior to his return to trivago in 2023, Mr. Lehnert served as Managing Director of ColQ.capital, an investment fund that leverages collective intelligence to make investment decisions. Prior to joining ColQ in 2020, he most recently served as Managing Director and Chief Marketing Officer of trivago, which he initially joined in 2011. Before that, Mr. Lehnert led his own Internet venture from 2008 to 2011, after having been with the William Wrigley Jr. Company from 2001 to 2008, in the role of Director, Global Market Intelligence. Mr. Lehnert holds a degree of business administration from University Erlangen-Nuremberg.

Kevin Hu currently serves as our interim chief financial officer and leads the finance team as Head of Finance. He joined our financial reporting team in 2017 and later led the team as Head of Financial Reporting. Prior to joining us, he worked as a Chartered Professional Accountant for KPMG. Mr. Hu holds a Bachelor of Business Administration degree with a major in accounting from Simon Fraser University.

Changes to the Management Board

- On May 9, 2023 Axel Hefer resigned as chief executive officer and managing director. On the same day, the supervisory board designated Johannes Thomas as temporary member of the management board and as chief executive officer.
- On June 30, 2023, Johannes Thomas, Andrej Lehnert and Jasmine Ezz were appointed as managing directors at our annual general meeting of shareholders with a term expiring at our annual general meeting of shareholders to be held in 2027.
- On June 30, 2023, Matthias Tillmann was re-appointed as managing director and chief financial officer at our annual general meeting of shareholders with a term expiring at our annual general meeting of shareholders to be held in 2024. On December 31, 2023, Matthias Tillmann resigned as managing director and chief financial officer.
- The Supervisory Board appointed Kevin Hu, our head of finance, as interim chief financial officer for a period from January 1 to March 31, 2024.
- With an effective date of April 1, 2024, the Supervisory Board has designated Robin Harries as temporary member of the management board and chief financial officer, pending his appointment at our annual general meeting of shareholders.

Supervisory board

Name	Age	Year of initial appointment	Expiration of current term
Joana Breidenbach	58	2021	2024
Robert Dzielak	53	2021	2024
Eric Hart	48	2021	2024
Peter M. Kern	56	2016	2025
Hiren Mankodi	50	2016	2025
Mieke De Schepper	48	2022	2025
Niklas Östberg	43	2016	2025
Rolf Schrömgens	47	2023	2026

The following is a brief summary of the business experience of our supervisory board members.

Joana Breidenbach is an internet entrepreneur, author and anthropologist. She is a member of the supervisory board of gut.org gAG, co-founder of the donation platform betterplace.org and founder of the think tank betterplace lab. Ms. Breidenbach holds a PhD degree from the Ludwig Maximilians University in Munich.

Robert J. Dzielak has served as Expedia Group's Chief Legal Officer and Secretary since March 2018, previously serving as its Executive Vice President, General Counsel and Secretary since April 2012. Mr. Dzielak had previously served as Senior Vice President and acting General Counsel since October 2011. Since joining the Expedia Group as Assistant General Counsel in April 2006 and through his service as Vice President and Associate General Counsel between February 2007 and October 2011, Mr. Dzielak held primary responsibility for the worldwide litigation portfolio of Expedia Group and its brands. Prior to joining Expedia Group, Mr. Dzielak was a partner at the law firm of Preston, Gates and Ellis, LLP (now K&L Gates LLP), where his practice focused on commercial and intellectual property litigation. Mr. Dzielak received his J.D. from The John Marshall Law School.

Eric M. Hart currently serves as chairman of the supervisory board of trivago. Since October 2023 he served as Chief Financial Officer of Plaid. Mr. Hart previously served as the Chief Financial Officer of Expedia Group from April 2020 until October 2022, overseeing Expedia Group's accounting, financial reporting and analysis, investor relations, treasury, internal audit, tax, and real estate teams. Mr. Hart served as acting Chief Financial Officer of Expedia Group after the departure of the former Chief Financial

Officer in December of 2019. Mr. Hart also served as Expedia Group's Chief Strategy Officer with responsibility for Expedia Group's strategy and business development, as well as global M&A and investments. Prior to assuming the Chief Strategy Officer position, Mr. Hart served as the General Manager of Expedia Group's CarRentals.com brand for nearly three years. Prior to that, he oversaw corporate strategy for the Expedia Group, leading some of Expedia Group's largest acquisitions. Before joining Expedia Group, Mr. Hart spent time as a Vice President at Lake Capital, as a Project Leader at Boston Consulting Group, and as a Consultant at Accenture. Mr. Hart holds a bachelor's degree from Georgia State University and a Master's in Business Administration from University of Chicago Booth School of Business.

Peter M. Kern has been a director of Expedia Group since 2005, has served as Vice Chairman of Expedia Group since June 2018, and has served as Chief Executive Officer of Expedia Group since April 2020. Mr. Kern served on the board of directors of Tribune Media Company from October 2016 through the completion of Tribune Media's merger with Nextstar Media Group, Inc. in 2019, and served as Tribune Media's Chief Executive Officer from 2017 through 2019. Mr. Kern also served as a Managing Partner of InterMedia Partners VII, LP, a private equity firm, from 2005 through 2023. Prior to joining InterMedia, Mr. Kern was Senior Managing Director and Principal of Alpine Capital LLC. Prior to Alpine Capital, Mr. Kern founded Gemini Associates in 1996 and served as President from its inception through its merger with Alpine Capital in 2001. Prior to founding Gemini Associates, Mr. Kern was at the Home Shopping Network and Whittle Communications. Mr. Kern also served as the Chairman of the Supervisory Board of trivago N.V. from 2016 through 2022, and as Chairman of the board of directors of Hemisphere Media Group, Inc., a publicly-traded Spanish-language media company, from 2019 through 2022. Mr. Kern holds a B.S. degree from the Wharton School at the University of Pennsylvania.

Hiren Mankodi currently serves as Managing Director for Charlesbank Capital Partners, leading the firm's technology investing efforts. Previously he was a co-founding partner at Pamplona TMT, a private equity firm focusing on the technology, media and telecom private equity sector. Prior to that, he was a Managing Director at Audax Private Equity where he led the firm's technology investing efforts. He has over 20 years of private equity and venture capital investing experience, including investments in the enterprise software, infrastructure software, digital media, healthcare IT, technology-enabled services, and industrial technology sectors.

Mieke De Schepper currently serves as Chief Commercial Officer of Trustpilot. She previously served as Executive Vice President, Online Travel and Managing Director Asia Pacific, Amadeus IT Group until April 2022. Before Amadeus, Mieke worked for Expedia Group, where she held the role of Senior Vice President and Chief Commercial Officer of Egencia and as Vice President of Expedia Group's Lodging Partner Solutions Asia Pacific. Prior to Expedia Group, she spent 10 years with Phillips Electronics having held various global, regional and local leadership roles in product, marketing and sales. She started her professional career with McKinsey. Mieke serves as a member of the Supervisory board of trivago N.V. and JustEat Takeaway.com N.V. Mieke holds an MBA from INSEAD and an MSc in Industrial Design Engineering from the Delft University of Technology.

Niklas Östberg is the co-founder of Delivery Hero SE and has served as its Chief Executive Officer since May 2011. He also served as director of the board until its public offering in July 2017. Prior to this, Mr. Östberg was co-founder and chairman of the board of Online Pizza Norden AB from 2008 and May 2011. Mr. Östberg holds a Master's degree from the Royal Institute of Technology in Stockholm, Sweden.

Rolf Schrömgens is the co-founder of leadership.sprouts, an organization that aims to evolve leadership into the digital age. He also is the co-founder of brafe.space, a movement to create a space for entrepreneurs and activists to evolve themselves and their organizations. Until the end of 2019, Mr. Schrömgens was Chief Executive Officer of trivago. He was previously a member of our supervisory board in 2020 and 2021. Prior to founding trivago GmbH, Mr. Schrömgens was founder and VP at ciao.com, a consumer review website, from 1999 to 2001. Mr. Schrömgens holds a diploma in management from Leipzig Graduate School of Management (HHL).

Agreements regarding the supervisory board and the management board

Members of our supervisory board and members of our management board have been appointed pursuant to the terms of Amended and Restated Shareholders' Agreement. See "Item 6: Directors, senior management and employees - C. Board practices" and "Item 7: Major shareholders and related party transactions - B. Related party transactions".

Changes to our supervisory board

- On June 30, 2023, Rolf Schrömgens - following a binding nomination of our supervisory board - was appointed as supervisory director for a period expiring at our annual general meeting of shareholders to be held in 2026.

Board Diversity Disclosure

The following chart summarizes certain self-identified personal characteristics of our directors, in accordance with Nasdaq listing Rule 5605(f) and was provided by the members of our supervisory board members on a voluntary basis.

Board Diversity Matrix as of March 1, 2024*

Country of Principal Executive Offices	Germany			
Foreign Private Issuer	Yes			
Disclosure Prohibited Under Home Country Law	No			
Total Number of Directors	8 (7)			
Part I: Gender Identity				
	Female	Male	Non-Binary	Did not disclose
Directors	2	6 (5)	0	0
Part II: Demographic Background				
Underrepresented Individual in Home Country	2			
LGBTQ+	0			
Did Not Disclose Demographic Background	1			

*Data in brackets refer to the deviating data as of date of March 3, 2023.

B. Compensation

Compensation of members of our management board and supervisory board

The amount of compensation, including benefits in kind, accrued or paid to our management board members with respect to their service on the management board in the year ended December 31, 2023 is described in the tables below.

Our management board earned the following cash compensation with respect to their service as members of the management board during the fiscal year 2023:

(€ in thousands)	Ezz ⁽¹⁾	Hefer ⁽²⁾	Lehnert ⁽¹⁾	Thomas ⁽¹⁾	Tillmann
Periodically-paid remuneration (base salary)	€290	€179	€290	€290	€1,800
Signing bonus	100	—	250	250	—
Benefits in kind	—	—	—	28	—
Total cash compensation	€390	€179	€540	€568	€1,800

(1) On May 9, 2023, the supervisory board appointed Johannes Thomas as executive officer and temporary member of our management board. On the same date, Jasmine Ezz and Andrej Lehnert were appointed executive officers, pending their appointment to the management board. On June 30, 2023, Mr. Thomas, Ms. Ezz and Mr. Lehnert were appointed to our

management board at our annual general meeting of shareholders. The periodically-paid remuneration amounts presented reflect cash compensation for the period as a member of our management board and, in the case of Ms. Ezz and Mr. Lehnert, include compensation for the period of time when they served as executive officers and were not yet members of the management board.

(2) Axel Hefer ceased to be a member of our management board upon his resignation on May 9, 2023.

Consistent with prior year, the cash compensation does not contain a cash bonus portion. As of December 31, 2023, we had nothing set aside or accrued to provide pension, retirement or similar benefits to our management board members.

In 2023, Mr. Tillmann exercised options at a strike price of €0.06 to receive 671,503 Class A shares (converted to ADSs at the appropriate ratio). Of this amount, 607,931 were subsequently sold pursuant to a trading plan established pursuant to Rule 10b5-1 of the Exchange Act.

Our management board held the following Class A share options (both vested and unvested) during the fiscal year 2023 for which there were remaining options outstanding as of December 31, 2023:

Beneficiary	Grant date	Vesting date	Number of options outstanding as of December 31, 2023	Strike price	Expiration date ⁽¹⁾
Ezz	May 9, 2023	June 30, 2024, 2025, 2026	1,020,000	€0.06	June 30, 2030
	May 9, 2023	June 30, 2024, 2025, 2026 ⁽²⁾	3,060,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽²⁾⁽³⁾	2,040,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽³⁾	680,000	€0.06	June 30, 2030
Hefer⁽⁷⁾	Sept 23, 2016	May 1, 2017, 2018, 2019	153,192	€11.75	None
	Mar 6, 2017	Jan 3, 2018, 2019, 2020	600,000	\$12.14	Mar 6, 2024
	Mar 6, 2017	Jan 2, 2019, 2020, 2021	224,000	\$7.17	Mar 6, 2024
	Dec 20, 2017	Jan 2, 2019, 2020, 2021	1,276,000	\$7.17	Mar 31, 2024
	Dec 20, 2017	Jul 2, 2020, Jan 2, 2023	1,500,000	\$7.17	Mar 31, 2024
	Mar 2, 2021	Three Year Vest ⁽⁴⁾	—	€0.06	Mar 31, 2024
	Jul 11, 2022	Three Year vest ⁽⁶⁾	218,135	€0.06	Mar 31, 2024
Lehnert	May 9, 2023	June 30, 2024, 2025, 2026	1,020,000	€0.06	June 30, 2030
	May 9, 2023	June 30, 2024, 2025, 2026 ⁽²⁾	3,060,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽²⁾⁽³⁾	2,040,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽³⁾	680,000	€0.06	June 30, 2030
Thomas	May 9, 2023	June 30, 2024, 2025, 2026	1,020,000	€0.06	June 30, 2030
	May 9, 2023	June 30, 2024, 2025, 2026 ⁽²⁾	3,060,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽²⁾⁽³⁾	2,040,000	\$0.93	June 30, 2030
	May 9, 2023	June 30, 2027 ⁽³⁾	680,000	€0.06	June 30, 2030
Tillmann⁽⁸⁾	Mar 6, 2017	Jan. 3, 2018, 2019, 2020	40,000	\$12.14	Mar 6, 2024
	Mar 21, 2018	Jan. 2, 2019, 2020, 2021	100,000	\$7.01	Mar 21, 2025
	Mar 2, 2021	Three Year Vest ⁽⁴⁾	—	€0.06	Mar 2, 2028
	Mar 2, 2021	Three Year Vest ⁽⁵⁾	34,675	€0.06	Mar 2, 2028
	July 11, 2022	Three Year vest ⁽⁶⁾	425,365	€0.06	July 11, 2029
	July 11, 2022	Feb. 15, 2023, 2024, 2025	567,150	€0.06	July 11, 2029

(1) Unvested options lapse when the beneficiary leaves the company.

(2) On November 2, 2023, the Compensation Committee resolved to modify this award pursuant to the authority granted to it under the 2016 Omnibus Incentive Plan to make adjustments in the event of an extraordinary dividend. The strike price decreased by the per-Class A share amount of the dividend converted into U.S. Dollars, from \$1.50 to \$0.93 per share.

(3) This award fully vests on June 30, 2027. The award contains a performance condition that will determine the number of shares earned at the end of the performance period. The performance condition is based upon trivago's adjusted share price where the adjusted share price is the sum of the adjusted closing price on the measurement date and the aggregate value of any dividends or distributions on the shares during the performance period. The adjusted closing price is the volume-weighted average price per share for the six or twelve month period ending on the measurement date, whichever is higher, and adjusted to eliminate the effect of any stock split, stock dividend, reverse stock split, consolidation or similar corporate action during the performance period. Potential award levels range from 25-125% of the grant quantity depending on the achievement of an adjusted share price ranging from \$2.50-\$5.50 on the measurement date. The performance period is from June 30, 2023 to June 30, 2027, which is also the measurement date.

(4) This award vested 1/3rd on January 2, 2022, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting dates. The awards were not exercisable until the completion of the performance period. The award contains performance conditions that will determine the number of shares earned at the end of the performance period pursuant to the respective vested stock options. The performance condition is based upon the three-year compound annual growth rate (CAGR) of trivago's share price. Potential award levels range from 0-200% of the grant depending on the achievement of a share price CAGR ranging from 10-20% over a three-year period (sliding scale). The start and end stock price is based on the 30-day trailing volume-weighted average share price. On December 31, 2023 it was determined that 0% of the options granted are still outstanding based on the CAGR at the end of the performance measurement period.

(5) This award vests as follows: 1/3rd vested on January 2, 2022, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting dates.

(6) This award vests as follows: 16.6% vested on August 15, 2022, and an additional 8.3% will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting dates.

(7) On May 9, 2023, Mr. Hefer resigned and signed an agreement to provide substantive consultancy services. As a result, a modification was made to the vesting conditions for the outstanding market-based and service-based options because there was a mutual understanding reached on the agreement date that Mr. Hefer's equity awards will continue to vest until the end of his consultancy period.

(8) On October 3, 2023, Mr. Tillmann signed an agreement to provide substantive consultancy services subsequent to his termination date of December 31, 2023. As a result, a modification was made to the vesting conditions for the outstanding market-based and service-based options because there was a mutual understanding reached on the agreement date that Mr. Tillmann's equity awards will continue to vest until the end of his consultancy period.

The amount of compensation, including benefits in kind, accrued or paid to our supervisory board members with respect to the year ended December 31, 2023 is described in the tables below. Our supervisory board received the following cash compensation with respect to service in the fiscal year 2023:

(in thousands)	Breidenbach	De Schepper	Hart	Mankodi	Östberg
Periodically-paid remuneration (base salary)	\$45	\$45	€250	\$45	\$45
Bonuses	—	—	—	—	—
Total cash compensation	\$45	\$45	€250	\$45	\$45

Mr. Dzielak, Mr. Kern and Mr. Schrömgens were not provided with any cash or equity compensation for their service on our supervisory board for the year ended December 31, 2023. On September 14, 2022, the supervisory board approved annual cash compensation of €250,000 for Eric Hart, followed by the approval of the payment of this amount during our annual general meeting of shareholders on June 30, 2023.

Our supervisory board held the following Class A share options and/or restricted stock units (RSUs) (both vested and unvested) during the fiscal year 2023 for which there were remaining options and/or RSUs outstanding as of December 31, 2023:

Options

Beneficiary	Grant date	Vesting date	Number of options outstanding	Strike price	Expiration date
Breidenbach	July 22, 2021	Three Year Vest ⁽¹⁾	9,855	€0.06	July 22, 2028
	Mar. 1, 2022	Three Year Vest ⁽²⁾	46,510	€0.06	Mar. 1, 2029
	May 23, 2023	Three Year Vest ⁽⁷⁾	139,630	€0.06	May 23, 2030
De Schepper	Mar. 1, 2022	Three Year Vest ⁽²⁾	41,665	€0.06	Mar. 1, 2029
	May 23, 2023	Three Year Vest ⁽⁷⁾	150,100	€0.06	May 23, 2030
Hart	Sept. 14, 2022	Three Year Vest ⁽³⁾	1,000,000	\$0.95	Sept. 14, 2029
Kern	Mar. 6, 2017	Jan 3, 2018, 2019, 2020	74,135	\$12.14	Mar. 6, 2024
	Dec. 20, 2017	Jan 2, 2019, 2020, 2021	125,520	\$7.17	Dec. 20, 2024
Mankodi	Aug. 17, 2018	Jul 2, 2019, 2020, 2021 ⁽⁸⁾	90,408	\$3.85	Aug. 17, 2025
Östberg	Mar. 6, 2017	Jan 3, 2018, 2019, 2020	70,840	\$12.14	Mar. 6, 2024
	Dec. 20, 2017	Jan 2, 2019, 2020, 2021	119,944	\$7.17	Dec. 20, 2024
	June 28, 2019	Three Year Vest ⁽⁶⁾	58,117	€0.06	June 28, 2026
	Mar. 11, 2020	Three Year Vest ⁽⁴⁾	95,982	€0.06	Mar. 11, 2027
	Mar. 2, 2021	Three Year Vest ⁽⁵⁾	71,429	€0.06	Mar. 2, 2028
	Mar. 1, 2022	Three Year Vest ⁽²⁾	100,000	€0.06	Mar. 1, 2029
	May 23, 2023	Three Year Vest ⁽⁷⁾	163,745	€0.06	May 23, 2030

Restricted Stock Units

Beneficiary	Grant date	Vesting date	Number of RSUs outstanding
Mankodi	Mar. 2, 2021	Three Year Vest ⁽⁵⁾	6,170
	Mar. 1, 2022	Three Year Vest ⁽²⁾	52,325
	May 23, 2023	Three Year Vest ⁽⁷⁾	157,080

(1) This award vests as follows: 1/3rd vests on July 1, 2023, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(2) This award vests as follows: 1/12 vested on May 15, 2022, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(3) This award vests as follows: 1/4 vests on June 30, 2023, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date. On November 2, 2023, the Compensation Committee resolved to modify this award pursuant to the authority granted to it under the 2016 Omnibus Incentive Plan to make adjustments in the event of an extraordinary dividend. The strike price decreased by the per-Class A share amount of the dividend converted into U.S. Dollars, from \$1.52 to \$0.95 per share.

(4) This award vests as follows: 1/3rd vested on January 2, 2021, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(5) This award vests as follows: 1/3rd vested on January 2, 2022, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(6) This award vests as follows: 1/3rd vested on January 2, 2020, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(7) This award vests as follows: 1/12 vested on August 15, 2023, and an additional 1/12th will vest quarterly thereafter until the award is fully vested, subject to continued service on such vesting date.

(8) On November 2, 2023, the Compensation Committee resolved to modify this award pursuant to the authority granted to it under the 2016 Omnibus Incentive Plan to make adjustments in the event of an extraordinary dividend. The strike price decreased by the per-Class A share amount of the dividend converted into U.S. Dollars, from \$4.42 to \$3.85 per share.

As of December 31, 2023, we had nothing set aside or accrued to provide pension, retirement or similar benefits to our supervisory board members.

In 2023, Ms. De Schepper and Ms. Breidenbach exercised options at a strike price of €0.06 to receive 83,625 and 51,870 Class A shares, respectively, which were converted to ADSs at the appropriate ratio. In 2023, Mr. Kern and Mr. Mankodi received vested RSUs of 1,535 and 12,935, respectively, representing Class A shares that were converted to ADSs at the appropriate ratio.

2016 Omnibus incentive plan

In connection with our IPO, we established the trivago N.V. 2016 Omnibus Incentive Plan, which we refer to as the 2016 Plan, with the purpose of giving us a competitive advantage in attracting, retaining and motivating officers, employees, management board members, supervisory board members, and/or consultants by providing them incentives directly linked to shareholder value. The maximum number of Class A shares available for issuance under the 2016 Plan is 59,635,698 Class A shares, which does not include any Class B share conversions. Class A shares issuable under the 2016 Plan will be represented by ADSs for such Class A shares. The 2016 Plan was amended on March 6, 2017 to permit the delegation of certain responsibilities to the management board. The Plan was amended on August 3, 2017 to permit supervisory board members to be eligible for awards under the 2016 Plan. The 2016 Plan was amended on June 28, 2019 to permit the granting to management and supervisory board members an option to purchase Class A shares at less than fair market value of the underlying Class A shares. The 2016 Plan was also amended on July 18, 2019 to permit additional mechanics to settle transactions. On June 30, 2020, at our general meeting, our shareholders authorized an increase of the maximum number of Class A shares available for issuance under the 2016 Plan. On March 2, 2021, our supervisory board amended the 2016 Plan to reflect this increase. The 2016 Plan was then amended on May 23, 2023 to allow for the granting of "incentive stock options" within the meaning of U.S. Internal Revenue Code of 1986, as amended.

The 2016 Plan is administered by a committee of at least two members of our supervisory board, which we refer to as the plan committee. The plan committee must approve all awards to directors. Our management board may approve awards to eligible recipients other than directors, subject to annual aggregate and individual limits as may be agreed by the supervisory board. Subject to applicable law or the listing standards of the applicable exchange, the plan committee may delegate to other appropriate persons the authority to grant equity awards under the 2016 Plan to eligible award recipients. Management board members, supervisory board members, officers, employees and consultants of the company or any of our subsidiaries or affiliates, and any prospective directors, officers, employees and consultants of the company who have accepted offers of employment or consultancy from the company or our subsidiaries or affiliates are eligible for awards under the 2016 Plan.

Awards include options, performance-based stock options, share appreciation rights, restricted stock units, performance-based stock units and other share-based and cash-based awards. Awards may be settled in stock or cash. The option exercise price for options under the 2016 Plan can be less than the fair market value of a Class A share as defined in the 2016 Plan on the relevant grant date. To the extent that listing standards of the applicable exchange require the company's shareholders to approve any repricing of options, options may not be repriced without shareholder approval.

Options and share appreciation rights shall vest and become exercisable at such time and pursuant to such conditions as determined by the plan committee and as may be specified in an individual grant agreement. The plan committee may at any time accelerate the exercisability of any option or share appreciation right. Restricted shares may vest based on continued service, attainment of performance goals or both continued service and performance goals. The plan committee at any time may waive any of these vesting conditions.

Options and share appreciation rights will have a term of not more than ten years. The 2016 Plan will also have a ten year term, although awards outstanding on the date the 2016 Plan terminates will not be affected by the termination of the 2016 Plan.

Compensation principles

Senior management

The primary objective of our senior management's compensation program is to attract, motivate, reward and retain the managerial talent needed to achieve our business objectives and drive sustainable business performance. We have mandated an external compensation specialist to benchmark our management's compensation, both in terms of their base cash compensation, cash bonus and equity incentive award, against that of the management of similarly situated companies in the United States and Europe including companies with a similar financial profile or those in the same sector (e.g., technology and online travel).

Guided by market research provided by the compensation specialist, we slightly decreased the base salary of our management joining in 2023 and provided equity awards that vest over a longer period of time and have a strong performance element. For Mr. Tillmann, we increased the base salary in order to incentivize retention.

For more information on the 2023 performance grants, see "*Item 6: Directors, senior management and employees - B. Compensation - Compensation of members of our management board and supervisory board*" above. The cash and any bonus payments and any equity award compensation are proposed by the CEO to our compensation committee. The proposal is then discussed (and amended, if needed) by the committee. The amount of compensation of the management board and those executives reporting to the CEO is then determined at the discretion of our supervisory board.

Employees

We believe in cultivating an inspiring environment where our employees can thrive and feel empowered to do their best. Our aim is to attract intrinsically motivated individuals, and nurture and retain the most capable and driven of them to support our culture of learning, authenticity and entrepreneurship.

Our remuneration policy is designed to attract and retain employees, and reward them for achieving our goals and objectives as a business, and working productively together in line with our corporate culture.

We use an individualized approach to compensation that reflects the value contribution of each employee to our organization. We believe that employees who contribute significantly to our success should receive increased compensation and measures should be taken to retain them, for example through the award of equity. The unique context of the position profile - in particular in relation to similar roles both at trivago and externally - as well as the scope of responsibilities taken on by that employee are other important factors for the development of employee compensation.

Salaried employees are rewarded on a total rewards basis, which includes fixed income and may include performance awards, such as cash bonus payments or restricted stock units. Compensation is awarded on a fixed rather than variable basis in order to emphasize intrinsic (rather than extrinsic) motivation. We aim to ensure that each employee's compensation is fair and is aligned to the scope and breadth of his or her activities as well as to the value that person creates. At trivago, we generally review our compensation decisions on a yearly basis. Additionally, we adopted an approach to enable a more fluid adjustment of compensation for employees who have been promoted or have had a significant increase in their scope of work. We believe that fairness is created by analyzing compensation at one point in time for all our employees. Rather than negotiating salary increases, we aim to run a fair, objective and merit-based process for compensation decisions.

C. Board practices

Management board and supervisory board

We have a two-tier board structure consisting of our management board (*bestuur*) and a separate supervisory board (*raad van commissarissen*). Each management board and supervisory board member owes a duty to us to properly perform the duties assigned to him or her and to act in our corporate interest. Under Dutch law, the corporate interest extends to the interests of all corporate stakeholders, such as shareholders, creditors, employees, customers and suppliers.

Management board

Our management board is responsible for the day-to-day management of our company, subject to certain limitations as set out in the articles of association and the internal rules of our management board (which we refer to as the Management Board Rules), and for our strategy, policy and operations under the supervision of our supervisory board.

Our management board is required to keep our supervisory board informed, and to consult with our supervisory board, on important matters and to submit certain important decisions to our supervisory board for its approval as set out below. Except as agreed in our annual business plan, which is subject to the approval of our supervisory board, prior to entering into the following transactions or making the following decisions with respect to the company or any subsidiary, our management board shall obtain the prior consent of the supervisory board:

1. purchase, sale, transfer, lease (as lessor or in respect of real property) or other acquisition or disposition of assets (including equity interests in a subsidiary, except to the extent disposed to a wholly owned subsidiary) other than such purchases, sales, transfers, leases or other dispositions or acquisitions with a value for accounting purposes of less than \$10,000,000. Prior notice of such purchases, sales, transfers, leases or other dispositions or acquisitions shall be provided to Expedia Group and such purchase, sale, transfer, lease or other disposition or acquisition shall only be consummated if it would be permitted under Expedia Group's credit facilities or other debt instruments; or any merger of, or sale of all or substantially all of the assets of, any subsidiary (except for a merger with or sale to another subsidiary);
2. liquidating or dissolving the company or any subsidiary;
3. granting loans, payment guarantees (*Bürgschaften*), indemnities, or incurring other liabilities to third parties outside the ordinary course of business in excess of €10,000,000;
4. taking out loans, borrowings or other debt (or providing any guarantee of such obligations of any other person or entity) or granting any liens other than liens securing the foregoing, which permitted debt and liens at any time outstanding exceed €10,000,000;
5. entering into joint-venture, partnership and/or similar agreements (i) which cannot be terminated without penalty within five years or (ii) of significant value that concern a material change to the identity or the character of the Company or the business;
6. entering into non-compete or exclusivity agreements or other agreements that restrict the freedom of the business and which agreements are terminable later than two years after having been entered into;
7. entering into agreements (i) which cannot be terminated without penalty within (a) five years involving an annual commitment in excess of €10,000,000 or (ii) for annual commitment in excess of €10,000,000 or a total commitment in excess of €20,000,000, save that the threshold for annual commitments for brand marketing shall be €50,000,000;
8. entering into agreements under which we or any subsidiary binds or purports to bind any of our shareholders or our shareholders' affiliates (other than our subsidiaries) or to cause such shareholders or affiliates to take or forbear from taking action;

9. entering into, amending or terminating agreements between us (or any subsidiary) and any managing director of the company or any subsidiary, any companies affiliated with such managing director, or third parties represented by such managing director;
10. entering into or amending any agreements or other arrangements with any third party that restrict in any fashion the ability of the company (or any subsidiary), which ability shall be subject to the terms of the Management Board Rules (a) to pay dividends or other distributions with respect to any shares in the capital of the company (or any subsidiary) or (b) to make or repay loans or advances to, or guarantee debt of, any of the company's shareholders or such shareholders subsidiaries;
11. entering into, amending or terminating domination agreements (*Beherrschungsverträge*), profit and loss pooling agreements (*Gewinnabführungsverträge*), business leasing contracts (*Unternehmenspachtverträge*) or tax units (*Organschaften*);
12. entering into any transaction with any affiliate or shareholder of the company which is outside the ordinary course of business and not at arms' length terms;
13. issuing shares in the capital of the company or any subsidiary (including phantom stock and profit participation rights) or granting options (including phantom options) or subscription rights for shares of the company or any subsidiary, except pursuant to the company's 2016 Plan;
14. share repurchases by the company or any subsidiary (other than in connection with conversion of Class B shares into Class A shares);
15. amendments, modifications or waivers to, or the exercise of any rights under, any stock option, phantom option or similar program of the company or any subsidiary, except to the extent provided in the 2016 Plan;
16. making changes to regulatory or tax status or classification of the company or any subsidiary;
17. change of material accounting standards not required by applicable law or Dutch or U.S. GAAP policy;
18. entering into, amending or terminating employment contracts with any managing director of the company;
19. entering into any collective bargaining agreements (*Tarifverträge*); and
20. initiating or settling material litigation in excess of €1,000,000.

The management board shall, in due course at least 30 days before the end of each fiscal year of the company, prepare and submit to the supervisory board an annual business plan for the following fiscal year. The annual business plan shall become effective upon the approval of the supervisory board, and the annual business plan may be amended by the management board by a quarterly plan with the consent of the supervisory board. The annual business plan will address, in reasonable detail, any anticipated transactions of the type described in Item 1 above. The fiscal year of the company is the calendar year.

If, at the beginning of a fiscal year, no new annual business plan is in effect because the supervisory board did not approve the annual business plan submitted by the management board or the management board did not submit an annual business plan as and when required under the management board rules, the annual business plan for the previous business year shall stay in effect until such time when the supervisory board approves a new annual business plan for the running fiscal year, provided that the target figures for revenue and Adjusted EBITDA shall increase by 15% to the previous annual business plan and expense items shall be adjusted accordingly.

Pursuant to the internal rules of our management board (which we refer to as Management Board Rules), our management board must consist of two to six members, including the CEO and the CFO.

Under our articles of association, the supervisory board may designate any managing director as CEO, CFO or as any other officer of the company, with such duties and responsibilities as determined by the management board. The supervisory board may revoke or change the officer title assigned to any managing director, provided that the managing director concerned will subsequently continue his term of office as a managing director without having such officer title.

Our management board members were appointed by our general meeting of shareholders upon the binding nomination by the supervisory board. Under Dutch law, a management board member may, subject to compliance with certain Dutch statutory procedures, be removed with or without cause by a resolution passed by a majority of at least a two thirds of the votes cast by those present in person or by proxy at a meeting and who are entitled to vote, provided such majority represents more than half of the issued share capital, unless the proposal was made by the supervisory board in which case a simple majority of the votes cast is sufficient.

Supervisory board

Our supervisory board is responsible for supervising the conduct of and providing advice to our management board and for supervising our business generally, subject to our articles of association and the internal rules of our supervisory board (which we refer to as Supervisory Board Rules). Our supervisory board also has the authority to, at its own initiative, provide our management board with advice and may request any information from our management board that it deems appropriate. In performing its duties, our supervisory board is required to take into account the interests of our business as a whole.

Our supervisory board is comprised of eight members. Pursuant to the Amended and Restated Shareholders' Agreement, four supervisory board members were selected by Expedia Group, three supervisory board members were selected by the Founders, and one was nominated by the supervisory board in accordance with our articles of association. Each supervisory board member was appointed for a term of three years. On November 1, 2022, we agreed to purchase from Peter Vinnemeier, one of our Founders, 20,000,000 Class A shares, representing 5.5% of our total common shares outstanding, for an aggregate price of €19.3 million (USD 20.0 million). The transaction closed on November 9, 2022, at which time the Founders shareholdings fell below the 15% "Percentage Interest" threshold in the Amended and Restated Shareholders' Agreement required for supervisory board nominations by the Founders. As a result, the Founders are no longer entitled to designate members of our supervisory board for binding nomination. As of the date hereof, the three supervisory board members who had been selected by the Founders continue to serve in that capacity.

Our current supervisory board members were appointed at our general meetings of shareholders upon the binding nomination by our supervisory board. A supervisory board member may, subject to compliance with certain Dutch statutory procedures, be removed with or without cause by a shareholder resolution passed by a majority of at least a two thirds of the votes cast by those present in person or by proxy at a meeting and who are entitled to vote, provided such majority represents more than half of the issued share capital, unless the proposal was made by the supervisory board in which case a simple majority of the votes cast is sufficient.

Management board member services agreements and performance equity grants

We have entered into services agreements with each of the members of our management board. These agreements contain customary provisions regarding noncompetition, nonsolicitation, confidentiality of information and assignment of inventions. We have also entered into agreements governing our management board's equity grants. The terms of the agreements are described above under "*Compensation of members of our management board and supervisory board*". The form of stock option summary of award including time-based stock options and performance stock options is also filed as exhibit hereto. The stock option summary of awards was executed on May 9, 2023. The strike price of \$1.50 awarded in the award agreements was decreased by the per-share amount of the one-time extraordinary dividend paid in November 2023, converted into U.S. dollars, as applied by the depository for distribution of the dividend to the American Depositary Share holders, rounded to the next cent. The

award agreements include a "double trigger" change of control provision. Upon any participant's termination of employment, during the two-year period following a Change in Control (as defined in the agreement), for a Qualified Termination Reason (as defined in the agreement and below), depending on the time indicated in the award, (i) the amount of stock option that would have vested and become exercisable at the end of the first anniversary of the Grant Date (as defined in the agreement) shall vest and become exercisable; or (ii) the amount of stock option that will vest and become exercisable will equal the sum of (a) a pro rata amount of the outstanding stock option, and (b) 50% of the amount of the stock option that does not vest and become exercisable pursuant to subclause (a); or if a Change of Control occurs prior to the Measurement Date (as defined in the agreement) with respect to the performance stock options, the Adjusted Share Price (as defined in the agreement) shall equal the price per share paid as consideration with such Change of Control.

A "Qualified Termination Reason" means a material reduction in the relevant management board member's rate of total compensation from the rate of total compensation in effect for such management board member immediately prior to the Change in Control; or a relocation of the management board member's principal place of employment more than 50 kilometers outside of Düsseldorf; or a reduction in the management board member's title, duties or reporting responsibilities or level of responsibilities from those in effect immediately prior to the Change in Control; or our material breach of any material provision of applicable equity compensation agreements.

In order to invoke a termination of employment for a Qualified Termination Reason for any reason, the participant must provide us with written notice of the existence of one or more of the conditions described above within 90 days following the participant's knowledge of the initial existence of such condition or conditions, and we will have 30 days following receipt of such written notice (the "Cure Period") during which we may remedy the condition. In the event that we fail to remedy the condition constituting a Qualified Termination Reason during the Cure Period, the participant must terminate employment, if at all, within 90 days following the Cure Period in order for such termination of employment to constitute a termination of employment for a Qualified Termination Reason.

Supervisory board member services agreements

We have entered into services agreements with each of the members of our supervisory board for an indefinite period of time, provided that the agreements will terminate upon dismissal, resignation or expiry of term of office (subject to reappointment) of the supervisory board member concerned. These agreements provide for the compensation awarded to the independent supervisory board members.

Our Supervisory Board and annual general meeting of shareholders approved an annual cash compensation amount of €250,000 and an equity grant to Mr. Hart of 1,000,000 options that are subject to a "single trigger" change of control provision. The strike price of \$1.52 was decreased by the per-share amount of the one-time extraordinary dividend paid in November 2023, converted into U.S. dollars, as applied by the depositary for distribution of the dividend to the American Depositary Share holders, rounded to the next cent. The stock option award provides that the stock option outstanding as of such Change of Control will be fully exercisable and vested and shall remain exercisable for a period of time indicated in the award.

Director independence

As a foreign private issuer under the SEC rules, we are not required to have independent directors on our supervisory board, except to the extent that our Audit Committee is required to consist exclusively of independent supervisory board members. Our supervisory board has determined that, under current Nasdaq listing standards regarding independence, and taking into account any applicable committee standards, Ms. Breidenbach, Mr. Mankodi, Ms. De Schepper and Mr. Östberg would be considered independent supervisory board members.

Under the independence criteria of the DCGC (which among other items, requires that more than half of the members of our supervisory board qualify as independent), Ms. Breidenbach, Mr. Mankodi, Ms. De Schepper and Mr. Östberg are considered independent supervisory board members. See "Item 16G. Corporate governance."

Committees of the supervisory board

Our supervisory board has established an audit committee and a compensation committee.

Audit Committee

The audit committee currently consists of Mr. Mankodi, Ms. De Schepper and Mr. Östberg and assists the supervisory board in overseeing our accounting and financial reporting processes and the audits of our financial statements. Mr. Mankodi serves as chairman of the committee. The audit committee consists exclusively of members of our supervisory board who are financially literate, and Mr. Mankodi (i) is considered an “audit committee financial expert” as defined by the SEC and (ii) qualifies as independent, as recommended by the DCGC. Our supervisory board has made an affirmative determination that each of our audit committee members is independent under Nasdaq rules and Rule 10A-3 of the Exchange Act. The audit committee is governed by a charter that complies with Nasdaq rules.

The audit committee is responsible for:

- the appointment, compensation, retention and oversight of the work of, and the relationship with, the independent registered public accounting firm;
- the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- pre-approving the audit services and non-audit services to be provided by our independent auditor before the auditor is engaged to render such services;
- evaluating the independent auditor’s qualifications, performance and independence, and presenting its conclusions to the full supervisory board on at least an annual basis;
- reviewing and discussing with the management board and the independent auditor our annual audited financial statements and quarterly financial statements prior to the filing of the respective annual and quarterly reports;
- reviewing our compliance with laws and regulations, including major legal and regulatory initiatives and also reviewing any major litigation or investigations against us that may have a material impact on our financial statements; and
- approving or ratifying any related person transaction (as defined in our related person transaction policy) in accordance with our related person transaction policy.

The audit committee will meet as often as one or more members of the audit committee deem necessary, but in any event will meet at least four times per year. The audit committee will meet at least once per year with our independent accountant, without members of our management board being present.

Compensation committee

The compensation committee currently consists of Mr. Dzielak and Mr. Hart, and assists the supervisory board in determining the compensation of the management board and the supervisory board, in accordance with the remuneration policy that has been determined by the general meeting of shareholders. Mr. Dzielak serves as chairman of the committee. Under SEC and Nasdaq rules, there are heightened independence standards for members of the compensation committee, including a prohibition against the receipt of any compensation from us other than standard supervisory board member compensation. Pursuant to exemptions from such independence standards as a result of being a controlled company, the members of our compensation committee may not be independent under such standards.

The compensation committee is responsible for:

- recommending each managing director’s compensation to the supervisory board and recommending to the supervisory board regarding compensation for supervisory board members;

- identifying, reviewing and approving corporate goals and objectives relevant to management and supervisory board compensation;
- reviewing and approving or making recommendations regarding our incentive compensation and equity-based plans and arrangements;
- reviewing and discussing with management the compensation disclosures to be included in filings and submissions with the SEC;
- preparing an annual compensation committee report; and
- reporting regularly to the supervisory board regarding its activities.

D. Employees

The overview of employees at the end of each respective period is summarized in the following table.

	Year ended December 31,		
	2023	2022	2021
Cost of revenue	54	58	57
Selling and marketing	119	111	133
Technology and content	338	380	444
General and administrative	140	160	175
Total	651	709	809
thereof employed in Germany	644	698	800

None of our employees are covered under a collective bargaining agreement. We consider our employee relations to be good.

E. Share ownership

See "Item 7: Major shareholders and related party transactions - A. Major Shareholders," and see "Item 6: Directors, senior management and employees - B. Compensation".

F. Disclosure of a registrant's action to recover erroneously awarded compensation

Not applicable. At no time during or after the last completed fiscal year were we required to prepare an accounting restatement that required recovery of erroneously awarded compensation pursuant to our Executive Officer Incentive Compensation Recovery Policy.

Item 7: Major shareholders and related party transactions

A. Major Shareholders

The following table sets forth information relating to the beneficial ownership of our shares as of February 26, 2024, by:

- each person, or group of affiliated persons, known by us to beneficially own 5% or more of our outstanding Class A shares and 5% or more of our outstanding Class B shares;
- each member of our management board and our supervisory board; and
- each member of our management board and our supervisory board as a group.

For further information regarding material transactions between us and principal shareholders, see “B. Related party transactions” below.

The number of shares (or share capital) beneficially owned by each entity, person, management board member and supervisory board member is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power or from which the individual has the right to receive the economic benefit as well as any shares that the individual has the right to acquire within 60 days of February 26, 2024 through the exercise of any option, warrant or other right. Such shares are deemed outstanding for the purposes of computing the percentage ownership of the person holding such rights, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all managing directors and supervisory board members as a group. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power and the right to receive the economic benefit with respect to shares held by that person.

The following table is presented as of February 26, 2024. See “Item 4: Information on the company - C. Organizational structure” for additional information regarding our corporate structure. Unless otherwise indicated below, the address for each beneficial owner listed is c/o trivago N.V., Kesselstraße 5 - 7, 40221 Düsseldorf, Germany.

Name of beneficial owner	Ordinary shares beneficially owned ⁽¹⁾				% Voting power ⁽²⁾
	Class A		Class B		
	Shares	%	Shares	%	
5% or greater shareholders					
Expedia Group, Inc. ⁽³⁾	—	—	209,008,088	88.0 %	84.1 %
PAR Investment Partners, L.P. ⁽⁵⁾	5,962,980	5.4 %	—	—	**
Management board members					
Johannes Thomas	—	—	—	—	—
Jasmine Ezz	—	—	—	—	—
Andrej Lehnert	—	—	—	—	—
Supervisory board members					
Joana Breidenbach	127,810	*	—	—	**
Robert J. Dzielak	—	—	—	—	—
Eric M. Hart	500,010	*	—	—	**
Peter M. Kern	241,845	*	—	—	**
Hiren Mankodi	330,075	*	—	—	**
Mieke De Schepper	93,055	*	—	—	**
Niklas Östberg	523,920	*	—	—	**
Rolf Schrömgens ⁽⁴⁾	34,483,934	31.1 %	28,468,807	12.0 %	12.8 %
All management board and supervisory board members as a group (11 persons)	36,300,649	32.7 %	28,468,807	12.0 %	12.9 %

*Indicates beneficial ownership of less than 1% of the total outstanding Class A shares.

**Indicates voting power of less than 1%.

(1) Percentages based on 110,919,270 Class A shares outstanding and 237,476,895 Class B shares outstanding as of December 31, 2023. Where the respective individual has the right to acquire within 60 days of February 26, 2024 through the exercise of any option, warrant or other right, such shares are deemed outstanding for the purposes of computing the percentage ownership of the person holding such rights, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all managing directors and supervisory board members as a group. For more information on the stock options held by our management and supervisory boards, see "Item 6: Directors, senior management and employees - B. Compensation."

(2) Percentage of total voting power represents voting power with respect to all of our Class A and Class B shares, as a single class. The holders of our Class B shares are entitled to ten votes per share, and holders of our Class A shares are entitled to one vote per share. For more information about the voting rights of our Class A and Class B shares, see Exhibit 2.6 hereto. Each Class B share is convertible into one Class A share at any time by the holder thereof, while Class A shares are not convertible into Class B shares under any circumstances.

(3) As reported on Schedule 13G filed by Expedia Lodging Partner Services S.à.r.l. (ELPS), Expedia Group previously held its interest in the company through ELPS, an indirect wholly owned subsidiary of Expedia Group. On November 15, 2022, the Class B shares held by ELPS were ultimately transferred to Expedia, Inc., a direct wholly owned subsidiary of Expedia Group. Each Class B share is convertible into one Class A share at any time by the holder thereof, while Class A shares are not convertible into Class B shares under any circumstances. Assuming conversion of all Class B shares into Class A shares, Expedia, Inc. would own 60.0% of our Class A shares. This percentage does not reflect the ten for one voting power of our Class B shares. As each Class B share is entitled to ten votes per share and each Class A share is entitled to one vote per share, Expedia, Inc. may be deemed to beneficially own equity securities representing approximately 84.1% of the voting power of the company. The address of Expedia Group is 1111 Expedia Group Way W., Seattle, WA 98119.

(4) As reported on Schedule 13 D/A filed by Mr. Schrömgens, he purchased beneficial ownership of 15,000,000 Class A shares in a privately negotiated transaction on December 14, 2023 resulting in Mr. Schrömgens holding 34,483,934 Class A shares and 28,468,807 Class B shares. For more information see "Significant changes in ownership by major shareholders" below.

(5) As of February 7, 2024, each of (i) PAR Investment Partners, (ii) PAR Group, through its control of PAR Investment Partners as general partner, and (iii) PAR Capital Management, through its control of PAR Group as general partner, may be deemed to beneficially own 5,962,980 Class A shares, representing approximately 5.4% (determined in accordance with Rule 13d-3 under the Act) of the outstanding Class A shares. The principal business address of the PAR Capital Entities is 200 Clarendon Street, 48th Floor, Boston, MA 02116.

Significant changes in ownership by major shareholders

As of December 31, 2023, assuming that all of our Class A shares represented by ADSs are held by residents of the United States, approximately 100% of our outstanding ADSs were held in the United States. At such date, there were 110,919,270 Class A shares outstanding, in the aggregate representing 32% of our outstanding ordinary shares. At such date, there were four holders of record registered with Deutsche Bank Trust Company Americas, depository of the ADSs. The actual number of holders is greater than these numbers of holders and includes beneficial owners whose ADSs are held in street name by brokers and other nominees. This number of holders of record also does not include holders whose shares may be held in trust by other entities.

Share purchase

In November 2022, we purchased 20,000,000 Class A shares from Peter Vinnemeier, one of our Founders, for €19.3 million (USD 1.00 per share).

Open market sales

On May 27, 2021, Rolf Schrömgens filed a Schedule 13D/A, in which he announced an intention to transfer up to 17,650,000 Class A shares to his former spouse in connection with the settlement of divorce proceedings. Mr. Schrömgens would not retain voting or dispositive power over such shares after transfer. Mr. Schrömgens additionally announced an intention to sell up to 8,000,000 Class A shares from time to time, the net proceeds of which would be used to pay associated tax liabilities to be incurred in connection with such divorce proceedings. Mr. Schrömgens indicated that such sales may be effected in open market transactions, block trades or privately negotiated transactions. On June 7, 2021, Mr. Schrömgens filed a Schedule 13D/A in which he reported that he sold 3,500,000 Class A shares on June 1, 2021 in a block trade at a purchase price of \$3.80 per share. On February 16, 2022, Mr. Schrömgens filed a Schedule 13D/A in which he reported that he sold 3,700,000 Class A shares in a block trade on September 2, 2021 at a purchase price of \$2.47 per share, and on February 14, 2022, he sold 151,221 shares in open market transactions at a weighted average sales price of \$2.55 per share.

Privately negotiated sales

On December 14, 2023, Rolf Schrömgens filed a Schedule 13D/A, in which he announced the purchase of 15,000,000 Class A shares on the same day in a privately negotiated transaction at a purchase price of \$0.48 per share.

B. Related party transactions

The following is a description of related party transactions between us and any of the members of our management board or supervisory board and the holders of more than 5% of our shares in the period since January 1, 2023.

Relationship with Expedia Group

In 2013, Expedia Group completed the purchase of a 63% equity interest in the company, purchasing all outstanding equity not held by the Founders or employees for €477 million. During the second quarter of 2016, Expedia Group exercised its call right on certain shares held by non-Founder employees of the company, which were originally awarded in the form of stock options pursuant to the trivago employee stock option plan and subsequently exercised by such employees, and elected to do so at a premium to fair value resulting in a 63.5% ownership by Expedia Group.

Amended and Restated Shareholders' Agreement of trivago N.V.

In connection with our IPO, travel B.V. (which subsequently converted into trivago N.V.), trivago GmbH, the Founders, Expedia Lodging Partner Services S.à.r.l. (ELPS) and certain other Expedia Group parties entered into an amended and restated shareholders' agreement, which we refer to as the Amended and Restated Shareholders' Agreement. On August 22, 2017, the parties thereto amended the Amended and

Restated Shareholders' Agreement to make a technical correction to the definition of "Secondary Shares" in the agreement. On February 7, 2019, the parties thereto amended the Amended and Restated Shareholders' Agreement to reflect the change in number of members of the management board and the number of members of the Compensation Committee. On May 18, 2022, the parties entered into a third amendment of the Amended and Restated Shareholders' Agreement, whereby the parties agreed to lower the minimum number of management board members to two.

On November 1, 2022, we agreed to purchase from Peter Vinnemeier, one of our Founders, 20,000,000 Class A shares, representing 5.5% of our total common shares outstanding, for an aggregate price of €19.3 million (USD 20.0 million). The transaction closed on November 9, 2022, at which time, the Founders and their affiliates collectively held less than 15% of the total number outstanding of Class A and Class B shares (the "15% threshold"), including any securities convertible into or exchangeable for, or any option, warrant, or other right to purchase or otherwise acquire, any Class A or Class B share (calculated as if all such securities had been converted, exercised or exchanged), and as a result, the rights and obligations of the Founders under the Amended and Restated Shareholders' Agreement terminated, including the right to designate members of our supervisory board for binding nomination. Pursuant to the terms of the Amended and Restated Shareholders' Agreement, certain provisions in the Amended and Restated Shareholders' Agreement, including certain restrictive covenants, registration rights and transfer restrictions, continue to apply to the Founders.

On November 14, 2022, the parties also executed a joinder, whereby ELPS ultimately transferred its shares to Expedia, Inc., thereby replacing ELPS as a party in the Amended and Restated Shareholders' Agreement.

Agreements regarding the supervisory board

The internal rules of our supervisory board (which we refer to as the "Supervisory Board Rules") provide that our supervisory board be comprised of seven members who will each serve for a three year term. In connection with the shareholdings of the Founders falling below the 15% threshold (see above), the Founders are no longer entitled to designate members of our supervisory board for binding nomination.

The Articles of Association, as well as the Supervisory Board Rules set forth agreements regarding the committees of the supervisory board and the rules of procedure. See "*Item 6: Directors, senior management and employees - C. Board practices.*"

Our supervisory board members were appointed by our shareholders acting at a general meeting of shareholders upon a binding nomination by the supervisory board as described in "*Item 6: Directors, senior management and employees - C. Board practices.*"

Registration and other rights

Pursuant to the Amended and Restated Shareholders' Agreement, Expedia, Inc. and the Founders continue to have certain demand registration rights, short-form registration rights and piggyback registration rights in respect of any Class A shares and Class B shares, and related indemnification rights from the company, subject to customary restrictions and exceptions. All fees, costs and expenses of registrations, other than underwriting discounts and commissions, are expected to be borne by us.

The Amended and Restated Shareholders' Agreement also grants appropriate information rights to Expedia, Inc. and the Founders. Expedia, Inc. and the Founders also agreed in the Amended and Restated Shareholders' Agreement that certain resolutions of the general meeting of shareholders require the consent of one Founder. These information and consent rights terminated in respect of the Founders upon their shareholdings having fell below the 15% threshold (see above).

Share transfer restrictions

The Amended and Restated Shareholders' Agreement provides certain restrictions on the transferability of the Class A shares and Class B shares held by Expedia, Inc. and the Founders, including prohibitions on transfers by the Founders to our competitors. The Founders have tag-along rights on transfers of Class A or Class B shares to certain specified parties, and based on certain conditions. Expedia, Inc. has the right

to drag the Founders in connection with a sale of all of its Class A shares and Class B shares. Expedia and the Founders agreed to grant each other a right of first offer on any transfers of Class A shares or Class B shares to a third party. These transfer restrictions continue to apply to the Founders after their shareholdings fell below the 15% threshold (see above).

Contribution Agreement

On August 21/22, 2017, the Founders, ELPS, trivago GmbH, trivago N.V. and certain other Expedia Group parties entered into a contribution agreement with respect to potential tax liability arising out of the cross-border merger, which we refer to as the contribution agreement. Following our IPO, we requested binding tax rulings from the German tax authorities regarding the tax neutrality to trivago GmbH, trivago N.V. and the Founders of the cross-border merger. Under the rulings, the German tax authorities have taken the opinion that trivago GmbH is liable for an immaterial tax amount. Under the contribution agreement, ELPS undertook, subject to the occurrence of a final, non-appealable and unchangeable tax assessment notice issued to us, to make an informal immaterial capital contribution (*informelle Kapitalstorting*) on the Class B shares in cash in the amount of any (a) German Corporate Income Tax (*Körperschaftsteuer*), (b) German solidarity surcharge (*Solidaritätszuschlag*) thereon, and (c) German Trade Tax (*Gewerbesteuer*) that would not be made in exchange for any shares issued by us. In accordance with the terms and conditions of the contribution agreement, we and ELPS acknowledged that this contribution would be treated as share premium (*agio*) attached to the Class B shares and that the amount of this contribution would be attributed to our share premium reserve (*agioreserve*) attached to the Class B shares. The parties to the contribution agreement agreed that this contribution by ELPS shall be treated as a tax neutral shareholder contribution (*verdeckte Einlage*) at the trivago N.V. level for corporate tax purposes to the greatest extent possible. If and to the extent that German tax authorities challenge the neutral treatment of the contribution amount at the trivago N.V. level for corporate tax purposes, ELPS will contribute to us, in addition to the contribution amount referenced above, such additional amount as is necessary to ensure that the net amount actually received by us (after taking into account the payment by us of corporate taxes imposed on the contribution amount and any additional amounts payable to us pursuant the requiring payment of such additional amounts) that equals the full amount that we would have received had no such corporate taxes been imposed on the contribution amount.

Services Agreement

On May 1, 2013, we entered into an Asset Purchase Agreement, pursuant to which Expedia Group purchased certain computer hardware and software from us, and a Data Hosting Services Agreement, pursuant to which Expedia Group provides us with certain data hosting services relating to all of the servers we use that are located within the United States. Either party may terminate the Data Hosting Services Agreement upon 30 days prior written notice. We have not incurred material expenses under this agreement.

Services and Support Agreement

On September 1, 2016, we entered into a Services and Support Agreement, pursuant to which Expedia Group agreed to provide us with certain services in connection with localizing content on our websites, such as translation services. This agreement was terminated on October 31, 2023 and a new agreement was effective as of November 1, 2023 with Expedia Group International Holdings III, LLC, (“EGIH3”). EGIH3 agreed to provide us with certain services in connection with localizing content on our websites, such as translation services. Either party may terminate the Services and Support Agreement upon 30 days prior notice.

Effective January 1, 2023, we entered into a Management Services Agreement with Expedia, Inc., pursuant to which Expedia, Inc. agreed to provide us with certain services in connection with tax, accounting, finance, legal, operations, administrative and similarly related functions. Either party may terminate the Management Services Agreement upon 30 days prior notice.

Expenses incurred under these agreements have been disclosed in *Note 14: Related party transactions*.

As further described in *Note 11: Stockholders' equity*, a one-time extraordinary dividend totaling €184.4 million was distributed to Class A and Class B shareholders of record on November 3, 2023. Of the total amount, €110.6 million was distributed to Expedia Group based on their share ownership on the date of record.

Commercial relationships

We have commercial relationships with Expedia Group, Inc. and many of its affiliated brands, including Brand Expedia, Hotels.com, Orbitz, Travelocity, Hotwire, Wotif, Vrbo and ebookers. These are arrangements terminable at will or upon fourteen to thirty days prior notice by either party and on customary commercial terms that enable Expedia Group's brands to advertise on our platform, and we receive payment for users we refer to them. In 2020, we and Expedia Partner Solutions ("EPS") entered into an additional agreement pursuant to which EPS powers our platform with a template (hotels.com for partners). Expedia Group and its brands' related party revenue represented 36%, 32%, and 25% of our total revenue for the years ended December 31, 2023, 2022 and 2021, respectively.

See "*Item 5: Operating and financial review and prospects*" for additional information.

Transactions with Shareholders

In November 2022, we purchased 20,000,000 Class A shares from Peter Vinnemeier, one of our founders, for €19.3 million (USD 1.00 per share). The purchase of shares was funded from available working capital. For more information see *Note 11: Stockholders' equity* to the audited consolidated financial statements included elsewhere in this annual report. Following this share purchase, transactions with Mr. Vinnemeier are no longer related party transactions.

As further described in *Note 11: Stockholders' equity*, a one-time extraordinary dividend totaling €184.4 million was distributed to Class A and Class B shareholders of record on November 3, 2023. Of the total amount, €15.1 million has been distributed to Rolf Schrömgens based on his share ownership on the date of record.

UBIO Limited

On April 28, 2022, we entered into an investment for a 20.8% (15.5% fully-diluted by share options) ownership interest in UBIO Limited ("UBIO") for €5.9 million. UBIO is a software company that develops robotic automation technology. trivago has the ability to exercise significant influence over UBIO through our representation on UBIO's Board of Directors, where we hold one of five seats. trivago does not have any rights, obligations or any relationships with regards to the other investors of UBIO. Our investment in UBIO is accounted for as an equity method investment. For more information see "*Note 3: Acquisitions and other investments*" in the notes to the audited consolidated financial statements included elsewhere in this annual report.

On November 28, 2022, we entered into a commercial arrangement with UBIO to increase the number of directly bookable rates available on our website for an initial term of 12 months. This agreement was terminated in the last quarter of 2023 by providing 90 days written notice ahead of the contract renewal date. Expenses incurred under these agreements have been disclosed in *Note 14: Related party transactions*.

Effective January 11, 2024, we entered into a new commercial agreement with UBIO Limited. See *Note 17: Subsequent events* for further details.

Agreements with management board or supervisory board members

For a description of our agreements with our management board and supervisory board members, please see "*Item 6: Directors, senior management and employees - C. Board practices - Management board member services agreements and performance equity grants*" and "*Item 6: Directors, senior management and employees - C. Board practices - Supervisory board member services agreements*."

Indemnification agreements

We have entered into indemnification agreements with members of our management board and our supervisory board. Our articles of association require us to indemnify our management board members and supervisory board members to the fullest extent permitted by law.

C. Interests of Experts and Counsel

Not applicable.

Item 8: Financial information

A. Consolidated statements and other financial information

See the financial statements beginning on page F-1.

Legal Proceedings

From time to time, we may be involved in various claims and legal proceedings relating to claims arising out of our operations.

A number of regulatory authorities in Europe, Australia, and elsewhere have initiated litigation and/or market studies, inquiries or investigations relating to online marketplaces and how information is presented to consumers using those marketplaces, including practices such as search results rankings and algorithms, discount claims, disclosure of charges and availability and similar messaging.

On August 23, 2018, the Australian Competition and Consumer Commission, or ACCC, instituted proceedings in the Australian Federal Court against us. The ACCC alleged a number of breaches of the Australian Consumer Law, or ACL, relating to certain advertisements in Australia concerning the hotel prices available on our Australian site, our Australian strike-through pricing practice and other aspects of the way offers for accommodation were displayed on our Australian website. The matter went to trial in September 2019, and on January 20, 2020, the Australian Federal Court issued a judgment finding that we had engaged in conduct in breach of the ACL. On March 4, 2020, we filed a notice of appeal at the Australian Federal Court appealing part of that judgment. On November 4, 2020, the Australian Federal Court dismissed trivago's appeal. On October 18 and 19, 2021, the Australian Federal Court heard submissions from the parties in relation to relief. On April 22, 2022, the Australian Federal Court issued a judgment ordering us to pay a penalty of AUD 44.7 million. The court also ordered us to cover the ACCC's costs arising from the proceeding. The court also enjoined us from engaging in misleading conduct of the type found by the Australian Federal Court to be in contravention of the ACL. We paid the penalty balance of €29.6 million (AUD 44.7 million) in the second quarter of 2022 and costs arising from the proceedings. A portion of the penalty balance had been previously provided for over multiple accounting periods within accrued expenses and other current liabilities in our consolidated balance sheet.

In addition, two purported class actions have been filed in Israel and Ontario, Canada, making allegations about our advertising and/or display practices, such as search results rankings and algorithms, and discount claims. Plaintiffs' motion for class certification in the Ontario action was denied on November 28, 2022. Plaintiffs have since filed a notice of appeal asking that the motion for class certification be granted. A hearing regarding that appeal took place on November 17, 2023, with a decision still pending. A case management hearing in the class action filed in Israel recently took place. The matter remains at a relatively early stage.

Dividends

Under Dutch law, we may only pay dividends to the extent that our shareholders' equity (*eigen vermogen*) exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained under Dutch law or by our articles of association (although we note that, presently, we are not required by our articles of association to maintain reserves in addition to those which we must maintain under Dutch law). Subject only to such restrictions, any future determination to pay dividends will be at the discretion of our management board. In making a determination to pay dividends, the management board must act in the interests of our company and its business, taking into account relevant interests of our shareholders and other factors that our management board considers relevant, including our results of operations, financial condition, and future prospects.

B. Significant Changes

See "Note 17: Subsequent events" in the notes to the audited consolidated financial statements included in this annual report.

Item 9: Offer and listing

A. Offering and Listing Details

The ADS have been listed on The NASDAQ Global Select Market under the symbol "TRVG" since December 16, 2016. Prior to that date, there was no public trading market for ADSs or our Class A shares.

B. Plan of Distribution

Not applicable.

C. Markets

The ADS have been listed on The NASDAQ Global Select Market under the symbol "TRVG" since December 16, 2016.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10: Additional information

A. Share capital

This Form 20-F is being filed as an annual report under the U.S. Exchange Act and, as such, there is no requirement to provide any information under this item.

B. Memorandum and articles of association

Our articles of association were amended at our 2023 annual general meeting of shareholders, with an effective date of October 20, 2023. A copy of our amended articles of association is filed as Exhibit 1.1 hereto.

The information set forth in the pre-effective amendment no. 1 to our registration statement on Form F-3 dated April 27, 2021, filed with the SEC, under the headings "*Description of share capital and articles of association - Amendment of articles of association*," "*Description of share capital and articles of association - Comparison of Dutch corporate law and our articles of association and U.S. corporate law*" is incorporated herein by reference.

C. Material contracts

Lease of our headquarters

On July 23, 2015, we entered into a Lease Agreement with Jupiter EINHUNDERTVIERUNDFÜNFZIG GmbH (now IMMOFINANZ Medienhafen GmbH) for office space in the Media Harbor area in Düsseldorf. The handover of the premises took place on May 30, 2018. The initial lease term of ten years will end on May 31, 2028, and we have two options to extend the lease term for another five years each. We signed an amendment to our lease contract for the campus in Düsseldorf, which became effective on January 29, 2021. The agreement includes the return of unused office space as of January 1, 2021 and a corresponding reduction of rent as well as the sale to the landlord of certain fixed assets related to the space.

Except as otherwise disclosed in this annual report (including the Exhibits), we are not currently, nor have we been for the past two years, party to any material contract, other than contracts entered into in the ordinary course of business.

D. Exchange controls

Under Dutch law, there are no exchange controls applicable to the transfer to persons outside of the Netherlands of dividends or other distributions with respect to, or of the proceeds from the sale of, shares of a Dutch company, subject to applicable restrictions under sanctions and measures, including those concerning export control, pursuant to European Union regulations, the Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation, applicable anti-boycott regulations, applicable anti-money-laundering regulations and similar rules and provided that, under certain circumstances, payments of such dividends or other distributions must be reported to the Dutch Central Bank at their request for statistical purposes. There are no special restrictions in our articles of association or Dutch law that limit the right of shareholders who are not citizens or residents of the Netherlands to hold or vote Class A shares.

E. Taxation

The following summary contains a description of material German, Dutch and U.S. federal income tax consequences of the acquisition, ownership and disposition of ADSs, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase ADSs. The summary is based on the tax laws of Germany and the regulations thereunder, on the tax laws of the Netherlands and regulations thereunder and on the tax laws of the United States and regulations thereunder as of the date hereof, which are subject to change.

German taxation

The following section presents a number of key German taxation principles which are or can be relevant to the acquisition, holding or transfer of ADSs both by an ADS holder (an individual, a partnership or corporation) that has a tax domicile in Germany (that is, whose place of residence, habitual abode, registered office or place of management is in Germany) not being subject to a specific or special German tax regime and by an ADS holder without a tax domicile in Germany. The information is not exhaustive and does not constitute a definitive explanation of all possible aspects of taxation that could be relevant for ADS holders. The information is based on the tax law in force in Germany as of the date of this annual report (and its interpretation by administrative directives and courts) as well as typical provisions of double taxation treaties that Germany has concluded with other countries. Tax law can change, sometimes retrospectively. Moreover, it cannot be ruled out that the German tax authorities or courts may consider an alternative assessment to be correct that differs from the one described in this section.

This section cannot serve as a substitute for tailored tax advice to individual ADS holders. ADS holders are therefore advised to consult their tax advisers regarding the tax implications of the acquisition, holding

or transfer of ADSs and regarding the procedures to be followed to achieve a possible reimbursement of German withholding tax (*Kapitalertragsteuer*). Only such advisors are in a position to take the specific tax-relevant circumstances of individual ADS holders into due account.

Taxation of the company (trivago N.V.)

General

We have three German tax resident individuals serving as managing directors and operate our business from Germany on the basis of arrangements that are aimed to ensure to have its effective place of management in Germany. We, therefore, take the view that the effective place of management of trivago N.V. should be in Germany, and that trivago N.V. is subject to unlimited tax liability for German corporate income tax (*Körperschaftsteuer*) and trade tax (*Gewerbesteuer*) notwithstanding the fact that it is incorporated in the Netherlands. Nevertheless, the effective place of management test depends upon facts and circumstances. We intend to have our effective place of management in Germany and have made arrangements that are aimed to keep our effective place of management in Germany. The organizational rules provide that, subject to certain exemptions, (a) management decisions are to be taken in principle in Germany and (b) supervisory board meetings shall be held in Germany. In accordance with the organizational rules the supervisory board has issued to the management board “Best-Practice Guidelines” giving recommendations on how to deal with certain aspects of our management to ensure a German effective place of management of the company.

The rate of the corporate income tax is a standard 15% for both distributed and retained earnings, plus a solidarity surcharge (*Solidaritätszuschlag*) amounting to 5.5% on the corporate income tax liability (i.e., 15.825% in total).

Unless there is a specific exception, dividends (*Dividenden*) or other profit shares that we derive from domestic or foreign corporations are effectively 95% exempt from corporate income tax, as 5% of such receipts are treated as non-deductible business expenses, and are therefore subject to corporate income tax (and solidarity surcharge). One of the exceptions applies to dividends that we receive or received from domestic or foreign corporations, being subject to corporate income tax (including solidarity surcharge thereon), if we hold a direct participation of less than 10% in the share capital of such corporation at the beginning of the calendar year (hereinafter in all cases, a “Portfolio Participation” (*Streubesitzbeteiligung*)). Participations of at least 10% acquired during a calendar year are deemed to have been acquired at the beginning of the calendar year. Participations in the share capital of other corporations which we hold through a partnership (including those that are co-entrepreneurships (*Mitunternehmerschaften*)) are attributable to us only on a *pro rata* basis at the ratio of our interest share in the assets of relevant partnership.

Our gains from the disposal of shares in a domestic or foreign corporation are effectively 95% exempt from corporate income tax (including solidarity surcharge thereon), regardless of the size of the participation and the holding period. 5% of the gains are treated as non-deductible business expenses and are therefore subject to corporate income tax (plus solidarity surcharge thereon) at a rate of 15.825%. Conversely, losses incurred from the disposal of such shares are not deductible for corporate income tax purposes. Currently, there are no specific rules for the taxation of gains arising from the disposal of Portfolio Participations.

We are subject to German trade tax (*Gewerbesteuer*) with respect to our taxable trade profit (*Gewerbeertrag*) generated at our permanent establishments maintained in Germany (*inländische Betriebsstätte*). Depending on the municipal trade tax multiplier applied by the relevant municipal authority (*Hebesatz*), in most cases trade tax ranges from approximately 7% to 21% of the taxable trade profit. When determining the income of the corporation that is subject to corporate income tax, trade tax must not be deducted as a business expense. In principle, profits derived from the sale of shares in another domestic and foreign corporation are treated in the same way for trade tax purposes as for corporate income tax purposes. Contrary to this, profit shares derived from domestic and foreign corporations are only effectively 95% exempt from trade tax, if the company held an interest of at least 15% in the share capital of the company making the distribution at the beginning of the relevant assessment period

(*Erhebungszeitraum*); trade tax participation exemption privilege (*gewerbesteuerliches Schachtelprivileg*). Otherwise, the profit shares will be subject to trade tax in full.

The provisions of the so-called interest barrier (*Zinsschranke*) limit the degree to which interest expenses are deductible from the tax base. As a rule, interest expenses exceeding interest income are deductible in an amount of up to 30% of the EBITDA as determined for tax purposes in a given financial year, although there are exceptions to this rule. Non-deductible interest expenses must be carried forward to subsequent financial years. EBITDA that has not been fully utilized can, under certain circumstances, be carried forward and may be considered, within the limitations as set out above, over the following five years. For trade tax purposes, in principle 25% of the interest expenses deductible after applying the interest barrier are added back when calculating the taxable trade profit. Therefore, for trade tax purposes, the amount of deductible interest expenses is in principle only 75% of the interest expenses deductible for purposes of corporate income tax.

Under certain conditions, negative income of the company that has not been offset against current year positive income can be carried forward or back into other assessment periods. Loss carry-backs to the two immediately preceding assessment periods are only permissible up to €1,000,000 for corporate income tax but not at all for trade tax purposes. Negative income that cannot be offset against positive income for corporate income and trade tax purposes can be carried forward to following taxation periods (tax loss carry-forward). If in such following taxation period the taxable income or the taxable trade profit exceeds the €1,000,000 threshold (up to which such income can be offset with the tax loss carry-forward in full), only 60% of the excess amount can be offset by tax loss carry-forwards. The remaining 40% of the taxable income is subject to tax in any case (minimum taxation - *Mindestbesteuerung*). Unused tax loss carry-forwards can, as a rule, be carried forward indefinitely and deducted pursuant to the rules set out regarding future taxable income or trade income. However, if more than 50% of our share capital or voting rights respectively is/are transferred to a purchaser or group of purchasers within five years, directly or indirectly, or if a similar situation arises (harmful share acquisition - *schädlicher Beteiligungserwerb*), the company's unutilized losses and interest carry-forwards (possibly also EBITDA carry-forwards) will be forfeited in full and cannot be offset against future profits, unless one of the specific exceptions under section 8c or 8d of the German Corporate Income Tax Act applies.

Expenses incurred by trivago N.V. in connection with our IPO may be regarded as incurred for the benefit of the Founders. In such case, the tax authorities may take the view to treat such expenses as not deductible for tax purposes and assess withholding tax at a rate of 26.375% on the respective amounts.

The OECD's work on a two pillar solution to address the tax challenges arising from the digitalization of the economy is expected to result in new legislation in various countries. In particular, in many countries new legislation is already applicable, or is in the process of being adopted, regarding the so-called OECD Pillar 2 initiative which provides for a global minimum tax for multinational groups with an annual revenue of above €750,000,000. Germany adopted a new Minimum Tax Act (*Mindeststeuergesetz*) implementing the OECD Pillar 2 rules and transposing the European Union's directive on Pillar 2 (Council Directive (EU) 2022/2523 of December 14, 2022). Generally, the German Pillar 2 rules are effective for business years starting after December 30, 2023. We and our subsidiaries would not be in scope of the Pillar 2 rules on a standalone basis, but certain Pillar 2 rules may nevertheless apply to us given our consolidation within the Expedia Group. It should also be noted that the United States has not yet introduced legislation to comply with the OECD Pillar 2 rules which gives rise to certain complexities in the application of the Pillar 2 rules in countries where they are already applicable. We continue to assess the Pillar 2 tax and compliance consequences.

Tax treatment of corporate reorganization

Following our IPO, we requested binding tax rulings from the German tax authorities regarding the tax neutrality to trivago GmbH, trivago N.V. and the Founders of the cross-border merger. Based on the facts presented in the requests for the tax rulings, the tax rulings confirmed the tax neutrality of the cross-border merger for trivago GmbH, trivago N.V. and the Founders under German tax law in all material respects. Following receipt of such tax rulings, we consummated the cross-border merger, which became legally effective as of September 7, 2017. However, for income tax purposes the cross-border merger has

to be treated with retroactive effect as of December 31, 2016. Pursuant to the cross-border merger, the Founders exchanged all of their units of trivago GmbH remaining after the pre-IPO corporate reorganization for Class B shares of trivago N.V.

German taxation of ADS holders

General

Based on the interpretation circular (*Besteuerung von American Depository Receipts (ADR) auf inländische Aktien*) issued by the German Federal Ministry of Finance (*Bundesministerium der Finanzen*) dated May 24, 2013 (reference number IV C 1-S2204/12/10003), or the ADR Tax Circular, for German tax purposes, ADRs referring to shares issued by a German stock corporation (*Aktiengesellschaft*) represent a beneficial ownership interest in the underlying ordinary shares.

The ADSs should qualify as ADRs under the ADR Tax Circular, and dividends would accordingly be attributable to the holders of the ADSs for German tax purposes as if they would hold Class A shares, and not to the legal owner of the underlying Class A shares (which is the depository holding the Class A shares for the ADS holders). Therefore, the ADS holders should, for German tax purposes, be treated as directly holding an interest in our Class A shares. With respect to German tax risks with respect to the ADSs please refer to “*Item 3: Key information - D. Risk factors*” above.

Income tax implications of the holding, sale and transfer of ADSs

In terms of the income taxation of ADS holders, a distinction must be made between taxation in connection with the holding of ADSs (“*German taxation of the distributions from ADSs*”) and taxation in connection with the sale of ADSs (“*German taxation of capital gains from ADSs*”).

German taxation of the distributions from ADSs

Withholding tax-General

The full amount of a dividend distributed by us is subject to German withholding tax (*Kapitalertragsteuer*) at a rate of 25% plus a solidarity surcharge of 5.5% on the withholding tax, resulting in an aggregate tax rate of 26.375%. This, however, will not apply if and to the extent that dividend payments are funded from our contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*, or KStG)); in this case, no withholding tax will be withheld. The basis for the withholding tax is the dividend approved for distribution by our shareholders’ meeting. The amount of the relevant taxable income is based on the gross amount in euro; any currency differences should be irrelevant.

In general, withholding tax on dividends distributed by a company to its shareholders is withheld and discharged for the account of the shareholders by the company. However, if and when shares are admitted for collective custody by a securities custodian bank (*Wertpapiersammelbank*) pursuant to Section 5 of the German Act on Securities Accounts (*Depotgesetz*) and are entrusted to such bank for collective custody (*Sammelverwahrung*) in Germany, the withholding tax is withheld and passed on for the account of the shareholders by the domestic credit institution, financial services institution or domestic securities institution (*inländisches Kredit-, Finanzdienstleistungs- oder Wertpapierinstitut*) which keeps or administers the shares and disburses or credits the dividends or disburses the dividends to a foreign agent or by the central securities depository to which the shares were entrusted for collective custody if the dividends are disbursed to a foreign agent by such central securities depository, each a Paying Agent. In general, the withholding tax must be withheld regardless of whether and to which extent the distribution is exempt from tax at the level of a shareholder and whether the shareholder is domiciled in Germany or abroad.

As the ADS holders should, for German tax purposes, be treated as directly holding an interest in our Class A shares, the description in the paragraph above should apply accordingly.

More specifically as regards distributions from ADSs, the German withholding tax will be withheld either by (i) the German financial institution that holds or administers the underlying Class A shares in custody and disburses or credits the dividend income from the underlying Class A shares or (ii) the German

collective securities custodian, i.e., on the payment made to the depository (in both cases (i) or (ii), a Paying Agent). Further, a withholding tax certificate should be issued which entitles the addressee of such certificate to a refund or tax credit of the German taxes withheld. The ADS holder should be entitled to any refund or tax credit (and not the legal owner which is the depository) as it is treated for German tax purposes as the beneficial owner of the Class A shares. Consequently, the German taxes levied on the payments under the ADSs should be the same as if the ADS holder invested directly in the Class A shares because the ADS holder is either entitled to a refund or a tax credit. The ADS holders would be treated as if they hold Class A shares directly and withholding tax would be charged only once.

Taxation of the distributions from ADSs for investors not domiciled in Germany

ADS holders without a tax domicile in Germany whose ADSs are attributable to a German permanent establishment or fixed place of business or are part of business assets for which a permanent representative in Germany has been appointed, are also subject to tax in Germany on their dividend income. In this respect, the provisions outlined below for ADS holders with a tax domicile in Germany whose ADS are held as business assets apply accordingly ("*Taxation of the distributions from ADSs for investors domiciled in Germany - ADSs held as business assets*"). The withholding tax (including the solidarity surcharge thereon) withheld and passed on will be credited against the income or corporate income tax liability or refunded in the amount of any excess.

In all other cases, ADS holders are only subject to German taxation with respect to specific German source income (*beschränkte Steuerpflicht*), in particular, dividends distributed by a German tax resident corporation. Dividend payments that are funded from the company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) are not taxable in Germany (provided the respective certification requirements are properly fulfilled). According to the ADR Tax Circular, dividend income from the underlying shares should be attributed to the holder of the ADSs for German tax purposes and not to the legal owner of the shares. As a consequence thereof, dividend income derived from ADSs should be treated as German source income (*beschränkte Steuerpflicht*).

Any German limited tax liability on dividends is discharged by withholding tax. Withholding tax is only reimbursed in the cases and to the extent described below.

However, withholding tax on dividends distributed to an ADS holder being a company domiciled in another EU Member State within the meaning of Article 2 of the Parent-Subsidiary Directive may be refunded or exempted upon application and subject to further conditions. This also applies to dividends distributed to a permanent establishment in another EU Member State of such a parent company or to a permanent establishment in another EU Member State of a parent company that is subject to unlimited tax liability in Germany, provided that the participation in the company actually forms part of such permanent establishment's business assets. As further requirements for a refund or exemption of withholding tax under the Parent-Subsidiary Directive, the ADS holder needs to hold ADSs that represent at least a 10% direct stake in the company's registered capital for one year and to file a respective application with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) using an official form.

Based on the double taxation treaty, if any, concluded between Germany and the jurisdiction where an investor is tax resident for purposes of the respective double taxation treaty, which we refer to in the following as the Treaty, German withholding tax may be reduced to a lower tax rate usually amounting to 15% of the gross dividend on the basis of an applicable Treaty. In this event, the excess of the total withholding tax, including the solidarity surcharge, over the maximum rate of withholding tax permitted by the Treaty should generally be refunded to the investors upon application. A U.S. investor for example initially should receive a net payment of €73.625 from a gross dividend amounting to €100 (i.e., €100 minus the 26.375% withholding tax). Such U.S. investor may, subject to fulfilling procedural requirements, be entitled to a partial refund from the German tax authorities in the amount of 11.375% of the gross dividend. As a result, the U.S. investor may ultimately receive a payment of €85 in total (85% of the gross dividend amount), provided that it is entitled to Treaty benefits.

Under Section 50j of the German Income Tax Law or EStG, a refund or a reduction of German dividend withholding tax under a double taxation treaty will, in principle, only be granted, if (i) the non-resident ADS

holder is not obliged to forward the dividend proceeds received from the company to any other person, the non-resident shareholder has continuously held beneficial ownership in the shares of the company during the 45-day-period prior to the due date of the distribution (*Pre-Holding Period*), the non-resident shareholder continuously holds beneficial ownership in the shares of the company during the 45-day-period after the due date of the distribution (*Post-Holding Period*), and the non-resident shareholder has continuously borne the market risk exposure during both the Pre-Holding Period and the Post-Holding Period, taking hedging or comparable transaction into account. On the other hand, this provision shall not apply (and the entitlement of a non-resident ADS holder to a refund or a reduction of German dividend withholding tax is not limited by this provision), if (i) the applicable double taxation treaty of the non-resident shareholder provides for a withholding tax rate of at least 15%, or (ii) the non-resident ADS holder is subject to income taxation in its state of residency (without being tax exempt) and holds directly at least 10% in the share capital of the company paying the dividend or (iii) the non-resident ADS holder has continuously been holding the beneficial ownership in the shares of the company for a period of at least twelve months prior to the date on which the income accrued (*Zufluss*).

Investors should note that the aforementioned refund or reduction of German withholding tax under a Treaty requires the investor to make tax filings with the competent German tax authority using a withholding tax certificate issued under German law by the agent who has withheld and remitted the withholding tax (the Paying Agent). If the depositary operates an interface with DTC, it should have under regular circumstances sufficient information about the identity of the ADS holder so that a tax reclaim process can be filed with the competent German tax office and a withholding tax certificate can be issued to the ADS holder. In the absence of such withholding tax certificate, an ADS holder will not be entitled to receive a tax refund from the German tax authorities and may not credit the German withholding tax against its tax liability.

Claims for refunds may be made on a separate form, which must be filed with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). The form is available on the German Federal Central Tax Office's website (www.bzst.de). The refund claim becomes time-barred after four years following the calendar year in which the dividend is received unless the commencement starts later, the period is interrupted or suspended. As described above, an investor must submit to the German tax authorities the withholding tax certificate issued by the Paying Agent and documenting the tax withheld. Furthermore, an official certification of tax residency must be submitted.

If dividends are distributed to corporations subject to a limited tax liability in Germany, i.e. corporations with no statutory seat or place of management in Germany, and if the shares neither belong to the assets of a permanent establishment or fixed place of business in Germany nor form part of business assets for which a permanent representative in Germany has been appointed, two-fifths of the tax withheld at the source can be, subject to national anti-treaty shopping provisions, refunded even if the prerequisites for a refund under the Parent-Subsidiary Directive or the relevant Treaty are not fulfilled.

The exemption from withholding tax under the Parent-Subsidiary Directive as well as the aforementioned possibilities for a refund of withholding tax depend on certain other conditions being met (particularly the fulfillment of so-called substance requirements - *Substanzerfordernisse*).

Taxation of the distributions from ADSs for investors domiciled in Germany.

Based on the assumption that the ADS holder should be treated, in line with the ADR Tax Circular, as the beneficial owner of the Class A shares for German tax purposes, German ADS holders should be subject to German taxation as if they owned the Class A shares directly.

ADSs held as non-business assets

Dividends distributed to ADS holders with a tax domicile in Germany whose ADSs are held as non-business assets form part of their taxable capital investment income, which is subject to a flat tax at a rate of 25% plus solidarity surcharge of 5.5% thereon (i.e. 26.375% in total plus church tax, if applicable). The income tax owed for this dividend income is in general discharged by the withholding tax levied (flat tax - *Abgeltungsteuer*) unless the ADS holder applies for the regular, progressive tax rate. Income-related expenses cannot be deducted from the capital investment income, except for an annual lump sum

deduction (*Sparer-Pauschbetrag*) of €1,000 (€2,000 for married couples filing jointly). However, the ADS holder may request that its capital investment income (including dividends) along with its other taxable income is taxed at the progressive income tax rate (instead of the flat tax on capital investment income) if this results in a lower tax burden (*Günstigerprüfung*). In this case, the withholding tax will be credited against the progressive income tax and any excess amount will be refunded. Pursuant to the view of the German tax authorities (which has been confirmed by a decision by the German Federal Tax Court (*Bundesfinanzhof*)), in this case as well, income-related expenses cannot be deducted from the capital investment income, except for the aforementioned annual lump sum deduction.

Exceptions from the flat tax apply upon application for ADS holders with underlying shares of at least 25% in the company and for ADS holders with underlying shares of at least 1% in the company and who work for the company in a professional capacity.

An automatic procedure for deducting church tax applies unless the ADS holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office. The church tax payable on the dividend is withheld and passed on by the Paying Agent. In this case, the church tax for dividends is satisfied by the Paying Agent withholding such tax. Church tax withheld at source may not be deducted as a special expense (*Sonderausgabe*) in the course of the tax assessment, but the Paying Agent may reduce the withholding tax (including the solidarity surcharge) by 26.375% of the church tax to be withheld on the dividends. If the ADS holder has filed a blocking notice and no church tax is withheld by a Paying Agent, an ADS holder subject to church tax is obliged to declare the dividends in his income tax return. The church tax on the dividends is then levied by way of a tax assessment.

As an exemption, dividend payments that are funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) and are paid to ADS holders with a tax domicile in Germany with ADSs held as non-business assets, do, contrary to the above, not form part of the ADS holder's taxable income (provided the respective certification requirements are properly fulfilled). If the dividend payment funded from the company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) exceeds the ADS holder's acquisition costs, negative acquisition costs will arise which can result in a higher capital gain in case of the ADSs' or shares' disposal. This will not apply if (i) the ADS holder or, in the event of a gratuitous transfer, its legal predecessor, or, if the ADSs have been gratuitously transferred several times in succession, one of his legal predecessors at any point during the five years preceding the (deemed, as the case may be) disposal, directly or indirectly held ADSs (and/or shares) that represent at least 1% of the underlying share capital of the company (a "Qualified Holding"), and (ii) the dividend payment funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) exceeds the acquisition costs of the ADSs. In such a case of a Qualified Holding, a dividend payment funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) is deemed a sale of the ADSs and is taxable as a capital gain if and to the extent the dividend payment funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) exceeds the acquisition costs of the ADSs. In this case, the taxation corresponds with the description in "*German taxation of capital gains from ADSs - ADS holder with a domicile in Germany*" made with regard to ADS holders maintaining a Qualified Holding.

The Paying Agent which keeps or administers the ADSs and pays or credits the capital income is required to create so-called pots for the loss set-off (*Verlustverrechnungstöpfe*) to allow for setting-off of negative capital income with current and future positive capital income. A set-off of negative capital income administrated by one Paying Agent with positive capital income administrated by another Paying Agent is not possible and can only be achieved in the course of the income tax assessment at the level of the respective investor. In this case, the taxpayer has to apply for a certificate confirming the amount of losses not offset with the Paying Agent where the pots for the loss set off exist. The application is irrevocable and has to reach the Paying Agent before December 15th of the respective year; otherwise the losses will be carried forward to the following year by the Paying Agent.

Withholding tax will not be withheld by a Paying Agent if the taxpayer provides the Paying Agent with an application for exemption (*Freistellungsauftrag*) to the extent that the capital income does not exceed the

annual lump sum allowance (*Sparerpauschbetrag*) of €1,000 (€2,000 for married couples filing jointly). Furthermore, no withholding tax will be levied if the taxpayer provides the Paying Agent with a non-assessment certificate (*Nichtveranlagungsbescheinigung*) to be applied for with the competent tax office of the investor.

ADSs held as business assets

Dividends from ADSs held as business assets by an ADS holder with a tax domicile in Germany are not subject to the flat tax. The taxation depends on whether the ADS holder is a corporation, a sole proprietor or a partnership (co-entrepreneurship). The withholding tax (including the solidarity surcharge thereon and church tax, if applicable) withheld and paid will be credited against the ADS holder's income tax or corporate income tax liability (including the solidarity surcharge thereon and church tax, if applicable) or refunded in the amount of any excess.

Dividend payments that are funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) and are paid to ADS holders with a tax domicile in Germany whose ADSs are held as business assets are fully tax-exempt in the hands of such ADS holder (provided the respective certification requirements are properly fulfilled). To the extent the dividend payments funded from the company's contribution account for tax purposes exceed the acquisition costs of the ADS, a taxable capital gain should occur. The taxation of such gain corresponds with the description in "*German taxation of capital gains from ADSs*" made with regard to ADS holders whose ADSs are held as business assets (however, as regards the application of the 95% exemption in case of a corporation this is not undisputed).

Corporations

If the ADS holder is a corporation with a tax domicile in Germany, the dividends are effectively 95% exempt from corporate income tax and the solidarity surcharge unless an exception is applicable thereto. 5% of the dividends are treated as non-deductible business expenses and are therefore subject to corporate income tax (plus the solidarity surcharge thereon) at a total tax rate of 15.825%. In other respects, business expenses actually incurred in direct relation to the dividends may be deducted. However, dividends are not exempt from corporate income tax (including solidarity surcharge thereon), if the ADS holder only held (or holds) a direct participation of less than 10% in the underlying share capital of the distributing corporation at the beginning of the calendar year (hereinafter in all cases, a "Portfolio Participation" (*Streubesitzbeteiligung*)). Underlying participations of at least 10% acquired during a calendar year are deemed to have been acquired at the beginning of the calendar year. Underlying participations that an ADS holder holds through a partnership (including those that are co-entrepreneurships (*Mitunternehmerschaften*)) are attributable to the ADS holder only on a *pro rata* basis at the ratio of the interest share of the ADS holder in the assets of the relevant partnership.

However, the dividends (after deducting business expenses economically related to the dividends) are subject to trade tax in the full amount, unless the requirements of the trade tax participation exemption privilege are fulfilled. In this latter case, the dividends are not subject to trade tax; however, trade tax is levied on amounts considered to be non-deductible business expenses (amounting to 5% of the dividend). Depending on the municipal trade tax multiplier applied by the relevant municipal authority, in most cases trade tax ranges from 7% to approximately 21%.

Sole proprietors

If the ADSs are held as business assets by a sole proprietor with a tax domicile in Germany, only 60% of the dividends are subject to progressive income tax (plus the solidarity surcharge thereon) at a total tax rate of up to 47.475% (plus church tax, if applicable), under the so-called partial income method (*Teileinkünfteverfahren*). Only 60% of the business expenses economically related to the dividends are tax-deductible. If the ADSs belong to a domestic permanent establishment in Germany of a business operation of an ADS holder, the dividend income (after deducting business expenses economically related thereto) is fully subject to trade tax, unless the prerequisites of the trade tax participation exemption privilege are fulfilled. In this latter case, the net amount of dividends, i.e. after deducting directly related expenses, is exempt from trade tax. As a rule, trade tax can be credited against the ADS holder's

personal income tax, either in full or in part, by means of a lump sum tax credit method, depending on the level of the municipal trade tax multiplier and certain individual tax-relevant circumstances of the taxpayer.

Partnerships

If the ADS holder is a genuine business partnership or a deemed business partnership (co-entrepreneurship) with a permanent establishment in Germany, the income tax or corporate income tax is not levied at the level of the partnership but at the level of the respective partner. The taxation of every partner depends on whether the partner is a corporation or an individual. If the partner is a corporation, the dividends contained in the profit share of the partner will be taxed in accordance with the rules applicable for corporations (see “Corporations” above). If the partner is an individual, the taxation follows the rules described for sole proprietors, (see “Sole proprietors” above). Upon application and subject to further conditions, an individual as a partner can have his personal income tax rate reduced for earnings retained at the level of the partnership.

In addition, the dividends are subject to trade tax in the full amount at the partnership level if the ADSs are attributed to a German permanent establishment of the partnership, unless the requirements of the trade tax participation exemption privilege are fulfilled. If a partner of the partnership is an individual, the portion of the trade tax paid by the partnership pertaining to his profit share will be credited, either in full or in part, against his personal income tax by means of a lump sum method, depending on the level of the municipal trade tax multiplier and certain individual tax-relevant circumstances of the taxpayer. It is unclear how the rules for the taxation of dividends from Portfolio Participations (see “Corporations” above) might impact the trade tax treatment at the level of the partnership. ADS holders are strongly recommended to consult their tax advisors. Under a literal reading of the law, if the partnership qualifies for the trade tax exemption privilege at the beginning of the relevant assessment period, the dividends should not be subject to trade tax. However, in this case, trade tax should be levied on 5% of the dividends to the extent they are attributable to the profit share of such corporate partners to whom at least 10% of the underlying shares in the company are attributable on a look-through basis, since such portion of the dividends should be deemed to be non-deductible business expenses. The remaining portion of the dividend income attributable to other than such specific corporate partners (which includes individual partners and should, under a literal reading of the law, also include corporate partners to whom, on a look-through basis, only Portfolio Participations are attributable) should (after the deduction of business expenses economically related thereto) not be subject to trade tax.

Special treatment of companies in the financial and insurance sectors and pension funds

If credit institutions (*Kreditinstitute*), securities institutions (*Wertpapierinstitute*) or financial services institutions (*Finanzdienstleistungsinstituten*) hold ADSs that are allocable to their trading book pursuant to Section 340e para. 3 of the German Commercial Code (*Handelsgesetzbuch*), they will neither be able to use the partial income method nor be entitled to the effective 95% exemption from corporate income tax plus the solidarity surcharge and any applicable trade tax. Thus, dividend income is fully taxable. The same applies to financial institutions (*Finanzunternehmen*) in the meaning of the German Banking Act if they have acquired the ADSs prior to January 1, 2017 for the purpose of generating profits from short-term proprietary trading or if they have acquired the ADSs after December 31, 2016 and are predominantly owned by banks or financial services providers and have to book the ADSs as current assets (*Umlaufvermögen*) upon acquisition. The preceding sentences apply accordingly for ADSs held in a permanent establishment in Germany by foreign credit institutions, financial services institutions, and financial institutions. Likewise, the tax exemption described earlier afforded to corporations from ADSs does not apply to ADSs that qualify as a capital investment in the case of life insurance and health insurance companies, or those which are held by pension funds. However, an exemption to the foregoing, and thus a 95% effective tax exemption, applies to dividends obtained by the aforementioned companies, to which the Parent-Subsidiary Directive applies.

Withholding tax-ADSs held in a German custody account

If and when the ADSs are held in a German custody account withholding tax may apply at different levels:

- at a first level, there will be German withholding tax of 26.375% (including solidarity surcharge) on trivago N.V.'s dividend payment made to the ADS Agent; this withholding tax may be reduced to 15% or to a lower tax rate;
- at a second level, the German paying agent that holds the ADSs in custody for the investor, or the German Distribution Paying Agent, is required to withhold again German withholding tax of 26.375% (including solidarity surcharge) plus church tax, if any. The German Distribution Paying Agent is the German domestic credit institution, domestic financial services institution or domestic securities institution (*inländisches Kredit-, Finanzdienstleistungs- oder Wertpapierinstitut*) which keeps or administers the ADSs and disburses or credits the ADS distributions.

Consequently, a higher tax burden may arise if the respective withholding tax certificate cannot be issued and therefore neither the German investor nor the ADS agent are able to use the withholding tax withheld at the first level or the second level as a tax credit or apply for a respective tax refund. The German Federal Ministry of Finance (*Bundesministerium der Finanzen*) has suggested and described a procedural solution to avoid such potential double taxation in an interpretation circular dated October 26, 2011 (BMF IV C 1 - S 2400/11/10002:003). However, from a procedural perspective, it is not entirely clear whether this circular also applies to ADSs. This should be the case since ADSs are representing the underlying Class A shares (see above).

Especially if the ADS are not held with a German Distribution Paying Agent, a German investor should be required to include any payment from the ADSs in its German tax return and may not be entitled to credit taxes withheld at the first or second level against its German tax liability for the reason that the required withholding tax certificate has not been issued.

Further, the refund or credit of the withholding tax may be denied in a portion of three-fifths under certain circumstances as further described in more detail in Section 36a German Income Tax Act (*Einkommensteuergesetz*), *inter alia*, if and when the ADS holder is not the beneficial owner of the ADSs within a time frame of 45 days around the ex-date of the underlying Class A shares.

German taxation of capital gains from ADSs

Taxation of capital gains from ADSs-ADS holder not tax resident in Germany

The capital gains from the disposition of ADSs realized by an ADS holder who is not a German tax resident should be subject to German tax only if such investor held ADSs that directly or indirectly represent 1% or more in the underlying company's ordinary shares (i.e., a Qualified Holding as defined in "*Taxation of the distributions from ADSs for investors domiciled in Germany - ADSs held as non-business assets*") at any time during a five-year-period preceding the disposition or if the ADSs or underlying shares belong to a domestic permanent establishment or fixed place of business or are part of business assets for which a permanent representative in Germany has been appointed. If such holder had acquired the ADSs without consideration, the previous owner's holding period and amount of the holding would also be taken into account.

In case of a Qualified Holding, 5% of the gains from the disposal of the ADSs could, under German domestic tax law, currently be subject to corporate income tax plus solidarity surcharge thereon if the ADS holder is a corporation. However, the German Federal Tax Court (*Bundesfinanzhof*) has ruled against the application of the 5% rule in case of foreign corporations which have neither a permanent establishment nor a permanent representative in Germany. If the ADS holder is an individual, only 60% of the gains from the disposal of the ADSs are subject to the progressive income tax rate plus solidarity surcharge thereon (partial income method). However, most Treaties provide for an exemption from German taxation and attribute the right of taxation to the ADS holder's state of residence. According to German tax authorities there is no obligation to levy withholding tax at source in the case of a Qualified Holding if the ADS holder submits to the Paying Agent a certificate of residence issued by the competent foreign tax authority.

In case of a Qualified Holding, the relevant ADS holder has to file a German tax return. Please note that a tax return is also required if Germany does not have the right to tax such capital gains pursuant to the individual applicable Treaty.

With regard to capital gains or losses from ADSs attributable to a domestic permanent establishment or fixed place of business or which form part of business assets for which a permanent representative in Germany has been appointed, the provisions pertaining to ADS holders with a tax domicile in Germany whose ADSs are business assets apply mutatis mutandis (see "*Taxation of capital gains from ADSs - ADS holder with a domicile in Germany - ADSs held as business assets*"). The Paying Agent can refrain from deducting the withholding tax if the ADS holder declares to the Paying Agent on an official form that the ADSs form part of domestic business assets and certain other requirements are met.

German statutory law requires the disbursing agent to levy withholding tax on capital gains from the sale of ordinary shares or other securities, including ADSs, held in a custodial account in Germany. With regard to the German taxation of capital gains, disbursing agent means a domestic credit institution, domestic financial services institution or domestic securities institution that holds the ADSs in custody or administers the ADSs for the investor or conducts sales or other dispositions and disburses or credits the income from the ADSs to the holder of the ADSs. The German statutory law with the exception of ADSs held by an ADS holder holding directly or indirectly through ADSs and shares at least 1% in the company's ordinary share capital, does not create a limited tax liability in Germany so that there should be no obligation to withhold taxes on such capital gains. Further, it is not entirely clear by the German statutory law whether a withholding should be made if and when the (share) ADS holder creates a limited tax liability in Germany with its holding. However, an interpretation circular (*Einzelfragen zur Abgeltungsteuer*) issued by the German Federal Ministry of Finance (*Bundesministerium der Finanzen*), provides that taxes need not to be withheld when the holder of the custody account is not a resident of Germany for German tax purposes and the income is not subject to German taxation. The interpretation circular further states that there is no obligation to withhold such tax even if the non-resident holder holds 1% or more of the share capital of a German company through ADSs and shares. Although this circular is not binding on German tax courts, in practice, the disbursing agents are required to follow the guidance contained in such interpretation circulars. But even if there is no withholding in Germany, the ADS holder is required to make a tax filing with the German tax authorities if and when it is subject to a limited tax liability in Germany with its capital gains under German domestic tax law.

Taxation of capital gains from ADSs-ADS holder with a domicile in Germany.

The capital gain from the disposition of ADSs realized by an ADS holder who is tax resident in Germany should be subject to German tax as if the ADS holder owned the underlying Class A shares directly. This is supported by an interpretation circular (*Einzelfragen zur Abgeltungsteuer*) issued by the German Federal Ministry of Finance (*Bundesministerium der Finanzen*), as amended, with respect to the limitation on the offsetting of capital loss from ADRs with capital gains from shares and/or ADRs and the exchange of the ADRs into the respective (represented) shares.

ADSs held as non-business assets

Gains from the disposal of ADSs by an ADS holder with a tax domicile in Germany and held as non-business assets are, regardless of the holding period, subject to a flat tax on capital investment income at a rate of 25% (plus the solidarity surcharge of 5.5% thereon, i.e. 26.375% in total plus any church tax if applicable) unless the ADS holder applies for the regular, progressive tax rate regime.

The taxable capital gain is computed as the difference between (a) the sale proceeds and (b) the acquisition costs of the ADS and the expenses related directly and economically to the disposal. Dividend payments that are funded from the company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) reduce the original acquisition costs; if dividend payments that are funded from the company's contribution account for tax purposes (*steuerliches Einlagekonto*; Section 27 KStG) exceed the acquisition costs, negative acquisition costs, which can increase a capital gain, can arise in case of ADS holders whose ADS are held as non-business assets and do not qualify as Qualified Holding.

Only an annual lump sum deduction of €1,000 (€2,000 for married couples filing jointly) may be deducted from the entire capital investments income. It is not possible to deduct income-related expenses in connection with capital gains, except for the expenses directly related in substance to the disposal which can be deducted when calculating the capital gains. Losses from disposals of ADSs or shares may only be offset against capital gains from the disposal of ADSs or shares. Furthermore, if losses result from the derecognition (*Ausbuchung*) or transfer to a third party of worthless assets in terms of Section 20 para 1 German Income Tax Act (*Einkommensteuergesetz*) or any other total loss of such assets, such losses together with losses resulting from the full or partial non-recoverability of other capital investments of the same year and loss-carry forwards of previous years can only be offset against investment income up to an amount of €20,000 per calendar year.

If the disposal of the ADSs is executed by a domestic credit institution, domestic financial services institution or domestic securities institution (*inländisches Kredit-, Finanzdienstleistungs- oder Wertpapierinstitut*) and it pays out or credits the capital gains (a Paying Agent), the tax on the capital gains will under regular circumstances be discharged for the account of the seller by the Paying Agent imposing the withholding tax on investment income at the rate of 26.375% (including the solidarity surcharge thereon) on the capital gain.

However, the ADS holder can apply for his total capital investment income together with his other taxable income to be subject to his progressive income tax rate as opposed to the flat tax on investment income, if this results in a lower tax liability. In this case, the withholding tax is credited against the progressive income tax and any resulting excess amount will be refunded. Pursuant to the current view of the German tax authorities (which has been confirmed by a decision by the German Federal Tax Court (*Bundesfinanzhof*)), in this case as well, income-related expenses cannot be deducted from the capital investment income, except for the aforementioned annual lump sum deduction. Further, the limitations on offsetting losses are also applicable in the context of the income tax assessment.

If the withholding tax or, if applicable, the church tax on capital gains is not withheld by a Paying Agent, the ADS holder is required to declare the capital gains in his income tax return. The income tax and any applicable church tax on the capital gains will then be collected by way of assessment.

An automatic procedure for deducting church tax applies unless the ADS holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office; church tax on capital gains is then withheld by the Paying Agent and is deemed to have been paid when the tax is deducted. A deduction of the withheld church tax as a special expense is not permissible, but the withholding tax to be withheld (including the solidarity surcharge) is reduced by 26.375% of the church tax to be withheld on the capital gains.

Regardless of the holding period and the time of acquisition, gains from the disposal of ADSs are not subject to the flat tax but to progressive income tax if an ADS holder domiciled in Germany, or, in the event of a munificent transfer, their legal predecessor, or, if the ADSs have been munificently transferred several times in succession, one of his legal predecessors at any point during the five years preceding the disposal, directly or indirectly held ADSs (and/or shares) that represent at least 1% of the underlying share capital of the Company (i.e., a Qualified Holding). In this case the partial income method applies to gains from the disposal of ADSs, which means that only 60% of the capital gains are subject to tax and only 60% of the losses on the disposal and expenses economically related thereto are tax deductible. Even though withholding tax has to be withheld by a Paying Agent in the case of a Qualified Holding, this does not discharge the tax liability of the ADS holder. Consequently, an ADS holder must declare his capital gains in his income tax return. The withholding tax (including the solidarity surcharge thereon and church tax, if applicable) levied and paid will be credited against the ADS holder's income tax liability as assessed (including the solidarity surcharge thereon and any church tax if applicable) or refunded in the amount of any excess.

ADSs held as business assets

Gains from the sale of ADSs held as business assets of an ADS holder with a tax domicile in Germany are not subject to the flat tax. The taxation of the capital gains depends on whether the ADS holder is a corporation, a sole proprietor or a partnership (co-entrepreneurship).

Corporations

If the ADS holder is a corporation with a tax domicile in Germany, the gains from the disposal of ADSs are effectively 95% exempt from corporate income tax (including the solidarity surcharge thereon) and trade tax regardless of the size of the participation and the holding period unless an exception is applicable thereto. 5% of the gains are treated as non-deductible business expenses and are therefore subject to corporate income tax (plus the solidarity surcharge thereon) at a rate of 15.825% and trade tax (depending on the municipal trade tax multiplier applied by the municipal authority, in most cases between 7% and approximately 21%). As a rule, capital losses and other profit reductions in connection with ADSs (e.g. from a write-down) cannot be deducted for tax purposes. Currently, there are no specific rules for the taxation of gains arising from the disposal of Portfolio Participations.

Sole proprietors

If the ADSs are held as business assets by a sole proprietor with a tax domicile in Germany, only 60% of the gains from the disposal of the ADSs are subject to progressive income tax (plus the solidarity surcharge thereon) at a total tax rate of up to 47.475%, and, if applicable, church tax (partial income method). Only 60% of the losses on the disposal and expenses economically related thereto are tax deductible. If the ADSs belong to a German permanent establishment of a business operation of the sole proprietor, 60% of the gains of the disposal of the ADSs are, in addition, subject to trade tax.

Trade tax can be credited against the ADS holder's personal income tax liability, either in full or in part, by means of a lump sum tax credit method depending on the level of the municipal trade tax multiplier and certain individual tax-relevant circumstances of the taxpayer.

Partnerships

If the ADS holder is a genuine business partnership or a deemed business partnership (co-entrepreneurship) with a permanent establishment in Germany, the income or corporate income tax is not levied at the level of the partnership but at the level of the respective partner. The taxation depends on whether the partner is a corporation or an individual. If the partner is a corporation, the capital gains from the ADSs as contained in the profit share of the partner will be taxed in accordance with the rules applicable to corporations (see "*Corporations*" above). For capital gains in the profit share of a partner that is an individual, the principles outlined above for sole proprietors apply accordingly (partial income method, see above under "*Sole proprietors*"). Upon application and subject to further conditions, an individual as a partner can obtain a reduction of his personal income tax rate for earnings retained at the level of the partnership.

In addition, capital gains from the ADSs are subject to trade tax at the level of the partnership if the ADSs are attributed to a domestic permanent establishment of a business operation of the partnership, (i) at 60% as far as they are attributable to the profit share of an individual as the partner of the partnership, and, (ii) currently, at 5% as far as they are attributable to the profit share of a corporation as the partner of the partnership. Capital losses and other profit reductions in connection with the ADSs are currently not deductible for trade tax purposes if they are attributable to the profit share of a corporation; however, 60% of the capital losses are deductible subject to general limitations to the extent such losses are attributable to the profit share of an individual.

If the partner of the partnership is an individual, the portion of the trade tax paid by the partnership attributable to his profit share will be credited, either in full or in part, against his personal income tax by means of a lump sum method, depending on the level of the municipal trade tax multiplier and certain individual tax-relevant circumstances of the taxpayer.

Special treatment of companies in the financial and insurance sectors and pension funds

If credit institutions (*Kreditinstitute*), securities institutions (*Wertpapierinstitute*) or financial services institutions (*Finanzdienstleistungsunternehmen*) sell ADSs that are allocable to their trading book pursuant to Section 340e para. 3 of the German Commercial Code (*Handelsgesetzbuch*), they will neither be able to use the partial income method nor be entitled to the effective 95% exemption from corporate income tax plus the solidarity surcharge and any applicable trade tax. Thus, capital gains are fully taxable. The same applies to financial institutions (*Finanzunternehmen*) in the meaning of the German Banking Act if they have acquired the ADSs prior to January 1, 2017 for the purpose of generating profits from short-term proprietary trading or if they have acquired the ADSs after December 31, 2016 and are predominantly owned by banks or financial services providers and have to book the ADSs as current assets (*Umlaufvermögen*) upon acquisition. The preceding sentences apply accordingly for ADSs held in a permanent establishment in Germany by foreign credit institutions, securities institutions, financial service institutions or financial institutions or if the ADSs reflect at least 1% of the share capital of the company. Likewise, the tax exemption described earlier afforded to corporations for dividend income and capital gains from the sale of ADSs does not apply to ADSs that qualify as a capital investment in the case of life insurance and health insurance companies, or those which are held by pension funds.

Withholding tax

If the disposal of the ADSs is executed by a domestic credit institution, domestic financial services institution or domestic securities institution (*inländisches Kredit-, Finanzdienstleistungs- oder Wertpapierinstitut*) and it pays out or credits the capital gains (a Paying Agent), a withholding tax, if applicable, at the rate of 26.375% (including the solidarity surcharge) plus church tax, if any, on the capital gains for the account of the seller will be withheld by the Paying Agent. No withholding tax should become due, however, if the investor held directly or indirectly 1% or more in the share capital of the Company through ADSs and/or shares at any time during a five-year-period preceding the disposition. In this event, the relevant investor has to file a German tax return.

In case of a Paying Agent, capital gains from ADSs held as business assets are not subject to withholding tax in the same way as ADSs held as non-business assets by an ADS holder (see "*Taxation of capital gains from ADSs-ADS holder with a domicile in Germany - ADSs held as non-business assets*"). Instead, the Paying Agent will not levy the withholding tax, provided that (i) the ADS holder is a corporation, association of persons or estate with a tax domicile in Germany, or (ii) the ADSs belong to the domestic business assets of an ADS holder, and the ADS holder declares so to the Paying Agent using the designated official form and certain other requirements are met. If withholding tax is imposed by a Paying Agent, the withholding tax (including the solidarity surcharge thereon and church tax, if applicable) imposed and discharged will be credited against the income tax or corporate income tax liability (including the solidarity surcharge thereon and church tax, if applicable) or will be refunded in the amount of any excess.

Taxation of capital gains from ADSs-Class A shares in exchange of the ADSs

An ADS holder may request from the issuer of the ADSs to receive the Class A shares in exchange for the ADSs. This kind of exchange should not be qualified as a sale of the ADSs followed by an acquisition of the Class A shares, because ADSs should represent a beneficial ownership interest in the underlying shares and the holders of ADSs should for German tax purposes be treated as if they held the shares directly (please refer to "*Item 3: Key information - D. Risk factors*" above). This treatment is supported by an interpretation circular (*Einzelfragen zur Abgeltungsteuer*) issued by the German Federal Ministry of Finance (*Bundesministerium der Finanzen*) as amended. The income taxation of Class A shares follows the same basic principles as described for the ADSs.

German inheritance and gift tax

It is unclear whether the German inheritance or gift tax applies to the transfer of ADSs, as the ADR Tax Circular does not refer explicitly to the German Inheritance and Gift Tax Act (*Erbchaftsteuer- und*

Schenkungssteuergesetz). However, if German inheritance or gift tax is applicable to ADSs, then, under German law, this transfer would be subject to German gift or inheritance tax if:

(a) the decedent or donor or heir, beneficiary or other transferee (i) maintained his or her residence or a habitual abode in Germany or had its place of management or registered office in Germany at the time of the transfer, or (ii) is a German citizen who has spent no more than five consecutive years outside Germany without maintaining a residence in Germany or (iii) is a German citizen who serves for a German entity established under public law and is remunerated for his or her service from German public funds (including family members who form part of such person's household, if they are German citizens) and is only subject to estate or inheritance tax in his or her country of residence or habitual abode with respect to assets located in such country (special rules apply to certain former German citizens who neither maintain a residence nor have their habitual abode in Germany), or

(b) at the time of the transfer, the ADSs are held by the decedent or donor as business assets forming part of a permanent establishment in Germany or for which a permanent representative in Germany has been appointed, or

(c) the ADSs subject to such transfer form part of a portfolio that represents at the time of the transfer 10% or more of the registered share capital of the Company and that has been held directly or indirectly by the decedent or donor, either alone or together with related persons.

Generally, the transferee may be subject to inheritance or gift tax in Germany and in the jurisdiction where he or she is tax resident if such jurisdiction levies such kind of tax. There are only limited treaties that intend to avoid the potential double taxation. Under the treaty between the Federal Republic of Germany and the United States of America for the avoidance of double taxation with respect to taxes on inheritances and gifts (*Abkommen zwischen der Bundesrepublik Deutschland und den Vereinigten Staaten von Amerika zur Vermeidung der Doppelbesteuerung auf dem Gebiet der Nachlass-, Erbschaft- und Schenkungsteuern in der Fassung vom 21. Dezember 2000*), or the United States-Germany Inheritance and Gifts Tax Treaty, and assuming that this treaty applies to ADSs, a transfer of ADSs by gift or upon death is not subject to German inheritance or gift tax if the donor or the transferor is domiciled in the United States within the meaning of the United States-Germany Inheritance and Gift Tax Treaty and is neither a citizen of Germany nor a former citizen of Germany and, at the time of the transfer, the ADSs are not held by the decedent or donor as business assets forming part of a permanent establishment in Germany or for which a permanent representative in Germany has been appointed. Notwithstanding the foregoing, in case the heir, transferee or other beneficiary (i) has, at the time of the transfer, his or her residence or habitual abode in Germany, or (ii) is a German citizen who has spent no more than five (or, in certain circumstances, ten) consecutive years outside Germany without maintaining a residence in Germany or (iii) is a German citizen who serves for a German entity established under public law and is remunerated for his or her service from German public funds (including family members who form part of such person's household, if they are German citizens) and is only subject to estate or inheritance tax in his or her country of residence or habitual abode with respect to assets located in such country (or special rules apply to certain former German citizens who neither maintain a residence nor have their habitual abode in Germany), the transferred ADSs are subject to German inheritance or gift tax.

If, in this case, Germany levies inheritance or gift tax on the ADSs with reference to the heir's, transferee's or other beneficiary's residence in Germany or his or her German citizenship, and the United States also levies federal estate tax or federal gift tax with reference to the decedent's or donor's residence (but not with reference to the decedent's or donor's citizenship), the amount of the U.S. federal estate tax or the U.S. federal gift tax, respectively, paid in the United States with respect to the transferred ADSs is credited against the German inheritance or gift tax liability, provided the U.S. federal estate tax or the U.S. federal gift tax, as the case may be, does not exceed the part of the German inheritance or gift tax, as computed before the credit is given, which is attributable to the transferred ADSs. A claim for credit of the U.S. federal estate tax or the U.S. federal gift tax, as the case may be, may be made within one year of the final determination (administrative or judicial) and payment of the U.S. federal estate tax or the U.S. federal gift tax, as the case may be, provided that the determination and payment are made within ten years of the date of death of the decedent or of the date of the making of the gift by the donor. Similarly,

U.S. state-level estate or gift tax is also creditable against the German inheritance or gift tax liability to the extent that U.S. federal estate or gift tax is creditable.

Other German taxes

There are no transfer, stamp or similar taxes which would apply to the purchase, sale or other disposition of ADSs in Germany. Further, no value added tax is currently levied on the purchase or disposal or other forms of transfer of the ADSs; however, an entrepreneur may opt to subject disposals of ADSs, which are in principle exempt from value added tax, to value added tax if the sale is made to another entrepreneur for the entrepreneur's business. Net worth tax (*Vermögensteuer*) is currently not levied in Germany. There have been further discussions and initiatives on the financial transaction tax (*Finanzstransaktionssteuer*) among members States of the European Union, including Germany, but it is still unclear and not yet decided if and when such financial transaction tax (based on a potential EU Directive) will be introduced. Such financial transaction tax may also be applicable on the sales and/or transfer of ADSs.

Material Netherlands tax considerations

General

The following is a summary of material Netherlands tax consequences of the acquisition, holding and disposal of our ADSs or Class A shares. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of our ADSs or Class A shares and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special treatment under applicable law (such as trusts or other arrangements). In view of its general nature, it should be treated with corresponding caution. To the extent this summary relates to legal conclusions under current Netherlands tax law, and subject to the qualifications it contains, it represents the opinion of NautaDutilh N.V., our special Dutch counsel. Holders should consult with their tax advisors with regard to the tax consequences of investing in the ADSs or Class A shares in their particular circumstances. The discussion below is included for general information purposes only. For purposes of Dutch tax law, a holder of ADSs or Class A shares may include an individual or entity who does not have the legal title of these ADSs or Class A shares, but to whom nevertheless the ADSs or Class A shares or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the ADSs or Class A shares or the income thereof.

For the purposes of this discussion, it is assumed that we are a tax resident of Germany under German national tax laws since we intended to have, from our incorporation and on a continuous basis, our place of effective management in Germany. See "*Item 3: Key information - D. Risk factors* - We may become taxable in a jurisdiction other than Germany and this may increase the aggregate tax burden on us."

Please note that this summary does not describe the tax considerations for:

(i) holders of ADSs or Class A shares if such holders, and in the case of individuals, his or her partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in us under the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). A holder of securities in a company is considered to hold a substantial interest in such company if such holder alone or, in the case of individuals, together with his or her partner (as defined in the Netherlands Income Tax Act 2001), directly or indirectly holds (i) an interest of 5% or more of the total issued and outstanding capital of that company or of 5% or more of the issued and outstanding capital of a certain class of shares of that company; or (ii) rights to acquire, directly or indirectly, such interest; or (iii) certain profit sharing rights in that company that relate to 5% or more of the company's annual profits and/or to 5% or more of the company's liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;

(ii) a holder of ADSs or Class A shares that is not an individual for which its shareholding qualifies or qualified as a participation (*deelneming*) for purposes of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*). A taxpayer's shareholding of 5% or more in a company's nominal paid-up share capital qualifies as a participation. A holder may also have a participation if such holder does not have a shareholding of 5% or more but a related entity (statutorily defined term) has a participation or if the company in which the shares are held is a related entity (statutorily defined term);

(iii) holders of ADSs or Class A shares who are individuals for whom the ADSs or Class A shares or any benefit derived from the ADSs or Class A shares are a remuneration or deemed to be a remuneration for (employment) activities performed by such holders or certain individuals related to such holders (as defined in the Netherlands Income Tax Act 2001);

(iv) a holder of ADSs or Class A shares which is or who is entitled to the dividend withholding tax exemption (*inhoudingsvrijstelling*) with respect to any income (*opbrengst*) derived from the ADSs or Class A shares (as defined in Article 4 of the Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*)). Generally, a holder of ADSs or Class A shares may be entitled or required to apply, subject to certain other requirements, the dividend withholding tax exemption if it is an entity and holds an interest of 5% or more in our nominal paid-up share capital; and

(v) pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) and other entities that are, in whole or in part, not subject to or exempt from corporate income tax in the Netherlands, as well as entities that are exempt from corporate income tax in their country of residence, such country of residence being another state of the European Union, Norway, Liechtenstein, Iceland or any other state with which the Netherlands have agreed to exchange information in line with international standards.

Except as otherwise indicated, this summary only addresses Netherlands national tax legislation and published regulations, whereby the Netherlands and Dutch law means the part of the Kingdom of the Netherlands located in Europe and its law respectively, as in effect on the date hereof and as interpreted in published case law until this date as available in printed form, without prejudice to any amendment introduced (or to become effective) at a later date and/or implemented with or without retroactive effect. The applicable tax laws or interpretations thereof may change, or the relevant facts and circumstances may change, and such changes may affect the contents of this section, which will not be updated to reflect any such changes.

This discussion is for general information purposes and is not tax advice or a complete description of all Dutch tax consequences relating to the acquisition, holding and disposal of our ADS or Class A shares. Holders or prospective holders of our ADS or Class A shares should consult their own tax advisor regarding the tax consequences relating to the acquisition, holding and disposal of our common shares in light of their particular circumstances.

Dividend withholding tax

We are incorporated under the laws of the Netherlands, and therefore a Dutch tax resident for Dutch domestic tax law purposes, including the Dutch Dividend Withholding Tax Act 1969. As such, we are required to withhold Dutch dividend withholding tax at a rate of 15% from dividends distributed by us (which withholding tax will not be borne by us, but will be withheld by us from the gross dividends paid on the Class A shares). We are, however, also treated as a German tax resident for German domestic tax law purposes, since our place of effective management is located in Germany. As long as we continue to have our place of effective management in Germany, and not in the Netherlands, under the convention between the Federal Republic of Germany and the Netherlands for the avoidance of double taxation with respect to taxes on income of 2012, we will be considered to be exclusively tax resident in Germany. Consequently, the Netherlands will be restricted to imposing Dutch dividend withholding tax on dividends distributed by us (and we will not be required to withhold Dutch dividend withholding tax). This exemption from withholding does not apply to dividends distributed by us to a holder who is resident or deemed to be resident in the Netherlands for Dutch income tax purposes or Dutch corporation tax purposes or to holders of ADSs or Class A shares that are neither resident nor deemed to be resident of the Netherlands

if the ADSs or Class A shares are attributable to a Netherlands permanent establishment of such non-resident holder, in which case the following applies. See “Item 3: Key information - D. Risk factors - If we pay dividends on our ADSs, we may need to withhold tax on such dividends payable to holders of our ADSs in both Germany and the Netherlands.”

Dividends distributed by us to individuals and corporate legal entities who are resident or deemed to be resident in the Netherlands for Netherlands tax purposes (“Netherlands Resident Individuals” and “Netherlands Resident Entities” as the case may be) or to holders of ADSs or Class A shares that are neither resident nor deemed to be resident of the Netherlands if the ADSs or Class A shares are attributable to a Netherlands permanent establishment of such non-resident holder are subject to Netherlands dividend withholding tax at a rate of 15%. The expression “dividends distributed” includes, among other things:

- distributions in cash or in kind, deemed and constructive distributions and repayments of paid-in capital not recognized for Netherlands dividend withholding tax purposes;
- liquidation proceeds, proceeds of redemption of Class A shares, or proceeds of the repurchase of Class A shares by us or one of our subsidiaries or other affiliated entities to the extent such proceeds exceed the average paid-in capital of those Class A shares as recognized for purposes of Netherlands dividend withholding tax, unless, in case of a repurchase, a particular statutory exemption applies;
- an amount equal to the par value of Class A shares issued or an increase of the par value of Class A shares, to the extent that it does not appear that a contribution, recognized for purposes of Netherlands dividend withholding tax, has been made or will be made; and
- partial repayment of the paid-in capital, recognized for purposes of Netherlands dividend withholding tax, if and to the extent that we have net profits (*zuivere winst*), unless the holders of Class A shares have resolved in advance at a general meeting to make such repayment and the par value of the Class A shares concerned has been reduced by an equal amount by way of an amendment of our articles of association.

Netherlands Resident Individuals and Netherlands Resident Entities can generally credit the Netherlands dividend withholding tax against their income tax or corporate income tax liability and to a refund of any residual Dutch dividend withholding tax. The same applies to holders of ADSs or Class A shares that are neither resident nor deemed to be resident of the Netherlands if the ADSs or Class A shares are attributable to a Netherlands permanent establishment of such non-resident holder.

A holder of ADSs or Class A shares that is resident of a country other than the Netherlands may, depending on such holder's specific circumstances, be entitled to exemptions from, reduction of, or full or partial refund of, Dutch dividend withholding tax under Dutch national tax legislation, EU law, or treaties for the avoidance of double taxation in effect between the Netherlands and such other country.

Pursuant to legislation to counteract “dividend stripping,” a reduction, exemption, credit or refund of Netherlands dividend withholding tax is denied if the recipient of the dividend is not the beneficial owner (*uiteindelijk gerechtigde*) as described in the Netherlands Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*). This legislation targets situations in which a shareholder retains its economic interest in shares but reduces the withholding tax costs on dividends by a transaction with another party. It is not required for these rules to apply that the recipient of the dividends is aware that a dividend stripping transaction took place. The Netherlands State Secretary of Finance takes the position that the definition of beneficial ownership introduced by this legislation will also apply in the context of a double taxation convention. As from January 1, 2024, more stringent rules apply to the setoff, exemption from, and reduction or refund of Dutch dividend withholding tax to address situations where a claim for setoff, exemption, reduction or refund may align with the letter of Dutch tax law or a double taxation convention but goes against the underlying intention or spirit of the dividend stripping rules, as perceived by the legislator. In addition, the burden of proof in cases related to dividend stripping and beneficial owner status has in certain circumstances been shifted from the tax inspector to the person making a claim for a setoff, reduction or refund of or exemption from Dutch dividend withholding tax. Furthermore, for shares

traded on a regulated market, including the ordinary shares, it has been codified that the record date is used when determining the person who is entitled to the dividend.

Conditional withholding tax on dividends

Furthermore, it cannot be excluded that dividends distributed by us to certain related entities which are not resident in the Netherlands for Dutch tax purposes will become subject to a Dutch conditional withholding tax in certain specific situations. As of January 1, 2024, a Dutch conditional withholding tax will be imposed on dividends distributed by us to related entities (*gelieerd*) (within the meaning of the Dutch Withholding Tax Act 2021; *Wet bronbelasting 2021*), if such related entity:

(i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*) (a “Listed Jurisdiction”); or

(ii) has a permanent establishment located in a Listed Jurisdiction to which the ordinary shares are attributable; or

(iii) holds the ordinary shares with the main purpose or one of the main purposes of avoiding taxation for another person or entity and there is an artificial arrangement or transaction or a series of artificial arrangements or transactions; or

(iv) is not considered to be the beneficial owner of the ordinary shares in its jurisdiction of residence because such jurisdiction treats another entity as the beneficial owner of the ordinary shares (a hybrid mismatch); or

(v) is not resident in any jurisdiction (also a hybrid mismatch); or

(vi) is a reverse hybrid (within the meaning of Article 2(12) of the Dutch Corporate Income Tax Act 1969), if and to the extent (x) there is a participant in the reverse hybrid which is related (*gelieerd*) to the reverse hybrid, (y) the jurisdiction of residence of such participant treats the reverse hybrid as transparent for tax purposes and (z) such participant would have been subject to the Dutch conditional withholding tax in respect of dividends distributed by us without the interposition of the reverse hybrid,

all within the meaning of the Dutch Withholding Tax Act 2021.

The Dutch conditional withholding tax on dividends will be imposed at the highest Dutch corporate income tax rate in effect at the time of the distribution (2024: 25.8%). The Dutch conditional withholding tax on dividends will be reduced, but not below zero, by any regular Dutch dividend withholding tax withheld in respect of the same dividend distribution. As such, based on the currently applicable rates, the overall effective tax rate of withholding the regular Dutch dividend withholding tax (as described above) and the Dutch conditional withholding tax on dividends will not exceed the highest corporate income tax rate in effect at the time of the distribution (2024: 25.8%).

Taxes on income and capital gains

Netherlands Resident Individuals

If a holder of ADSs or Class A shares is a Netherlands Resident Individual, any benefit derived or deemed to be derived from the ADSs or Class A shares is taxable at the progressive income tax rates (with a maximum of 49.50%, rate for 2024), if:

- a. the ADSs or Class A shares are attributable to an enterprise from which the Netherlands Resident Individual derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise, without being an entrepreneur or a shareholder in such enterprise, as defined in the Netherlands Income Tax Act 2001; or
- b. the holder of the ADSs or Class A shares is considered to perform activities with respect to the ADSs or Class A shares that go beyond ordinary asset management (*normaal, actief*)

vermogensbeheer) or derives benefits from the ADSs or Class A shares that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

Taxation of savings and investments

If the above-mentioned conditions a. and b. do not apply to the Dutch Resident Individual, the ADSs or Class A shares will be subject to an annual Dutch income tax under the regime for savings and investments (*inkomen uit sparen en beleggen*). Taxation only occurs insofar the Dutch Resident Individual's net investment assets for the year exceed a statutory threshold (*heffingvrij vermogen*). The net investment assets for the year are the fair market value of the investment assets less the fair market value of the liabilities on January 1 of the relevant calendar year (reference date; *peildatum*). Actual income or capital gains realized in respect of the ADSs or Class A shares are as such not subject to Dutch income tax.

The Dutch Resident Individual's assets and liabilities taxed under this regime, including the ADSs or Class A shares, are allocated over the following three categories: (a) bank savings, (b) other investments, including the ADSs or Class A shares, and (c) liabilities. The taxable benefit for the year (*voordeel uit sparen en beleggen*) is equal to the product of (x) the total deemed return divided by the sum of bank savings, other investments and liabilities and (b) the sum of bank savings, other investments and liabilities minus the statutory threshold, and is taxed at a flat rate of 36% (rate for 2024).

The deemed return applicable to other investments, including the ADSs or Class A shares, is set at 6.04% for the calendar year of 2024. Transactions in the three-month period before and after January 1 of the relevant calendar year implemented to arbitrate between the deemed return percentages applicable to bank savings, other investments and liabilities will for this purpose be ignored if the holder of ADSs or Class A shares cannot sufficiently demonstrate that such transactions are implemented for other than tax reasons.

The current Dutch income tax regime for savings and investments was implemented in Dutch tax law following the decision of the Dutch Supreme Court (Hoge Raad) of December 24, 2021 (ECLI:NL:2021:1963) (the "Decision"). In the Decision, the Dutch Supreme Court ruled that the (old) system of taxation for savings and investments based on a deemed return may under specific circumstances contravene Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights (the "EC-Human Rights"). A new court procedure is pending before the Dutch Supreme Court questioning whether the current tax system for savings and investments is in line with the Decision. On September 18, 2023 (ECLI:NL:PHR:2023:655) Attorney General Wattel concluded that the new tax system is not in line with the Decision, except for the taxation of bank savings, as the system is, in short, still based on a deemed return rather than actual returns, and as a result, the regime contravenes the EC-Human Rights. The decision of the Dutch Supreme Court is expected mid-2024. In addition, on September 8, 2023, the former cabinet published a law proposal for a new tax system for savings and investments on the basis of actual returns according to an asset accumulation system, the 'Actual Return Box 3 Act' (*Wet werkelijk rendement box 3*). The proposed system is expected to come into effect on January 1, 2027 at the earliest. However, it is up to the new cabinet to submit a final law proposal to the Dutch parliament.

Holders of ordinary shares are advised to consult their own tax advisor to ensure that the tax in respect of the ordinary shares is levied in accordance with the applicable Dutch tax rules at the relevant time.

Netherlands Resident Entities

Any benefit derived or deemed to be derived from the ADSs or Class A shares held by Netherlands Resident Entities, including any capital gains realized on the disposal thereof, will be subject to Netherlands corporate income tax at a rate of 19% with respect to taxable profits up to €200,000 and 25.8% with respect to taxable profits in excess of that amount (rates and brackets for 2024).

Non-residents of the Netherlands

A holder of ADSs or Class A shares that is neither a Netherlands Resident Entity nor a Netherlands Resident Individual will not be subject to Netherlands taxes on income or on capital gains in respect of

any payment under ADSs or the Class A shares or any gain realized on the disposal or deemed disposal of the ADSs or Class A shares, provided that:

- i. such holder does not have an interest in an enterprise or a deemed enterprise (as defined in the Netherlands Income Tax Act 2001 and the Netherlands Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the ADSs or Class A shares are attributable; and
- ii. in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the ADSs or Class A shares that go beyond ordinary asset management and does not derive benefits from the ADSs or Class A shares that are taxable as benefits from other activities in the Netherlands.

Gift and inheritance taxes

Residents of the Netherlands

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of the ADSs or Class A shares by way of a gift by, or on the death of, a holder of ADSs or Class A shares who is resident or deemed to be resident in the Netherlands at the time of the gift or the holder's death.

Non-residents of the Netherlands

No gift or inheritance taxes will arise in the Netherlands with respect to a transfer of the ADSs or Class A shares by way of gift by, or on the death of, a holder of ADSs or Class A shares who is neither resident nor deemed to be resident in the Netherlands, unless:

- i. in the case of a gift of ADSs or Class A shares by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident of the Netherlands; or
- ii. the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident of the Netherlands.

For purposes of Netherlands gift and inheritance taxes, amongst others, a person that holds the Netherlands nationality will be deemed to be resident of the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or the holder's death. Additionally, for purposes of Netherlands gift tax, amongst others, a person not holding the Netherlands nationality will be deemed to be resident of the Netherlands if such person has been resident in the Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency.

Other taxes and duties

No Netherlands value added tax (*omzetbelasting*) and no Netherlands registration tax, stamp duty or any other similar documentary tax or duty will be payable by a holder of ADSs or Class A shares on any payment in consideration for the acquisition, ownership or disposal of the ADSs or Class A shares (other than a payment for financial services that are not exempt from Netherlands value added tax and that are rendered to the holder of ADSs or Class A shares that is resident in Netherlands for Netherlands tax purposes).

Material U.S. federal income tax considerations

The following is a discussion of the material U.S. federal income tax consequences to U.S. Holders (as defined below) under present law of the ownership and disposition of our ADSs. This discussion applies only to U.S. Holders that hold such ADSs as "capital assets" (within the meaning of Section 1221 of the

Code) and that have the U.S. dollar as their functional currency. This discussion is based on the Internal Revenue Code of 1986, as amended, the Code, the U.S. Treasury regulations promulgated thereunder, administrative rulings of the IRS and judicial decisions, and the income tax treaty between the United States of America and the Federal Republic of Germany dated August 29, 1989 (as amended by any subsequent protocols, including the protocol of June 1, 2006) (the "Treaty") each as in effect as of the date hereof. All of the foregoing authorities are subject to change or differing interpretations, possibly with retroactive effect, and any such change or differing interpretation could affect the tax consequences described below. This discussion does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may be relevant to holders with respect to their ownership and disposition of ADSs. Accordingly, it is not intended to be, and should not be construed as, tax advice. This summary does not address any consequences under any U.S. federal tax laws other than those pertaining to the income tax (e.g., estate or gift taxes), any alternative minimum tax consequences, any consequences under the Medicare tax imposed at 3.8% on certain investment income, any withholding required pursuant to the Foreign Account Tax Compliance Act of 2010 (including the U.S. Treasury regulations promulgated thereunder and intergovernmental agreements entered into in connection therewith) or any state, local or non-U.S. tax consequences.

The following discussion also does not address U.S. federal income tax consequences that may be relevant to a U.S. Holder in light of such holder's particular circumstances or to U.S. Holders subject to special rules under the U.S. federal income tax laws such as:

- banks and other financial institutions;
- regulated investment companies, real estate investment trusts and grantor trusts;
- insurance companies;
- broker-dealers;
- traders in securities that elect to mark to market;
- tax-exempt entities or any individual retirement account or Roth IRA as defined in Sections 408 and 408A of the Code, respectively;
- U.S. expatriates;
- persons holding our ADSs as part of a straddle, hedging, constructive sale, conversion or other integrated transaction;
- persons that actually or constructively own 10% or more of the voting power or value of our stock;
- persons that are resident or ordinarily resident in or have a permanent establishment in a jurisdiction outside the United States or persons that are not U.S. Holders (as defined below);
- persons subject to special tax accounting rules as a result of any item of gross income with respect to our ADSs being taken into account in an applicable financial statement;
- persons who acquired our ADSs pursuant to the exercise of any employee share option or otherwise as compensation; or
- partnerships or other pass-through entities or arrangements treated as such (or persons holding our ADSs through partnerships or other pass-through entities or arrangements treated as such).

PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE APPLICATION OF THE U.S. FEDERAL TAX RULES TO THEIR PARTICULAR CIRCUMSTANCES AS WELL AS THE STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR ADSs.

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of ADSs that is a citizen or resident of the United States or a U.S. domestic corporation or that otherwise is subject to U.S. federal income

taxation on a net income basis in respect of such ADSs and that is fully eligible for benefits under the Treaty.

The discussion below assumes the representations contained in the deposit agreement are true and that the obligations in the deposit agreement and any related agreement have been and will be complied with in accordance with their terms. For U.S. federal income tax purposes, a U.S. Holder of ADSs should be treated as the beneficial owner of the underlying Class A shares represented by the ADSs. Accordingly, no gain or loss should be recognized if a U.S. Holder exchanges ADSs for the underlying shares represented by those ADSs.

The U.S. Treasury has expressed concerns that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security. Accordingly, the creditability of any foreign taxes paid and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. Holders, including individual U.S. Holders (as discussed below), could be affected by actions taken by intermediaries in the chain of ownership between the holders of ADSs and us if as a result of such actions the holders of ADSs are not properly treated as beneficial owners of underlying Class A shares.

Distributions

Subject to the passive foreign investment company, or PFIC, rules discussed below, the gross amount of distributions made with respect to our ADSs (including the amount of any foreign taxes withheld therefrom, if any, and excluding certain pro rata distributions of our Class A Shares or other similar equity interests) that is paid out of our current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) will generally be includable in a U.S. Holder's gross income as dividend income on the date the depository receives the dividend. We do not compute earnings and profits under U.S. federal income tax principles. U.S. Holders accordingly should expect that all such distributions made with respect to our ADSs will be treated as dividends. Dividends on our ADSs will not be eligible for the dividends-received deduction allowed under the Code to U.S. Holders that are corporations.

With respect to non-corporate U.S. Holders, dividends on our ADSs may qualify as "qualified dividend income" which is eligible for reduced rates of taxation provided that (1) we are eligible for the benefits of the Treaty or with respect to any dividend paid on ADSs which are readily tradable on an established securities market in the United States, (2) we are not a PFIC (as discussed below) for either the taxable year in which the dividend was paid or the preceding taxable year, (3) the U.S. Holder satisfies certain holding period requirements, and (4) the U.S. Holder is not under an obligation to make related payments with respect to positions in substantially similar or related property. U.S. Holders should consult their tax advisors regarding the availability of the lower rate for dividends paid with respect to our ADSs. Our ADSs are listed on Nasdaq, which is an established securities market in the United States. The ADSs should be considered readily tradable on Nasdaq. However, there can be no assurance that the ADSs will be considered readily tradable on an established securities market in the United States in future years.

The amount of any distribution on our ADSs paid in foreign currency will be equal to the U.S. dollar value of such currency on the date such distribution is received by the depository, regardless of whether the payment is in fact converted into U.S. dollars at that time. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

Sale or other taxable disposition of our ADSs

Subject to the PFIC rules discussed below, upon a sale or other taxable disposition of ADSs, a U.S. Holder will recognize a capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized on such disposition and such U.S. Holder's adjusted tax basis in such ADSs. Any such gain or loss will be treated as long-term capital gain or loss if the U.S. Holder's holding period for such ADSs exceeds one year. Non-corporate U.S. Holders (including individuals) are currently subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to significant limitations.

Foreign taxes

Subject to generally applicable limitations and conditions, foreign taxes (if any) withheld or paid on dividends may be treated as foreign income tax eligible for credit against such U.S. Holder's U.S. federal income tax liability. These generally applicable limitations and conditions include new requirements adopted by the U.S. Internal Revenue Service ("IRS") in regulations promulgated in December 2021 and any Germany income tax will need to satisfy these requirements in order to be eligible to be creditable tax for a U.S. Holder. In the case of a U.S. Holder that either (i) is eligible for, and properly elects, the benefits of the Treaty, or (ii) consistently elects to apply a modified version of these rules under recently issued temporary guidance and complies with specific requirements set forth in such guidance, the German income tax on dividends will be treated as meeting the new requirements and therefore as a creditable tax. In the case of all other U.S. Holders, the application of these requirements to the German income tax on dividends is uncertain and we have not determined whether these requirements have been met. If the German dividend tax is not a creditable tax for a U.S. Holder or the U.S. Holder does not elect to claim a foreign tax credit for any foreign income taxes paid or accrued in the same taxable year, the U.S. Holder may be able to deduct the German income tax in computing such U.S. Holder's taxable income for U.S. federal income tax purposes. Subject to the following sentence, dividends paid on our ADSs will constitute foreign source income and generally will be considered "passive category" income in computing the foreign tax credit allowable to U.S. Holders under U.S. federal income tax laws. However, if we are a "United States-owned foreign corporation," solely for foreign tax credit purposes, a portion of the dividends allocable to our U.S. source earnings and profits may be re-characterized as U.S. source. A "United States-owned foreign corporation" is any foreign corporation in which U.S. persons own, directly or indirectly, 50% or more (by vote or by value) of the stock. United States-owned foreign corporations with less than 10% of earnings and profits attributable to sources within the United States are excepted from these rules. We are currently a United States-owned foreign corporation. As a result, so long as 10% or more of our earnings and profits are attributable to sources within the United States, a portion of the dividends allocable to our U.S. source earnings and profits will be treated as U.S. source for foreign tax credit purposes. A U.S. Holder may not be able to offset any foreign tax withheld or paid as a credit against U.S. federal income tax imposed on that portion of any dividends that is U.S. source unless the U.S. Holder has foreign source income or gain in the same category from other sources. The rules governing the treatment of foreign taxes imposed on a U.S. Holder and foreign tax credits are complex and depend on a U.S. Holder's particular circumstances. The temporary guidance discussed above also indicates that the Treasury and the IRS are considering proposing amendments to the December 2021 regulations and that the temporary guidance can be relied upon until additional guidance is issued that withdraws or modifies the temporary guidance. U.S. Holders should consult their tax advisors about the impact of these rules in their particular situations.

Passive Foreign Investment Company

Notwithstanding the foregoing, certain adverse U.S. federal income tax consequences could apply to a U.S. Holder if we are treated as a PFIC for any taxable year during which such U.S. Holder holds ADSs. We would be classified as a PFIC for any taxable year if, after the application of certain look-through rules, either: (1) 75% or more of our gross income for such year is "passive income" (as defined in the relevant provisions of the Code), or (2) 50% or more of the value of our assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For this purpose, "passive income" includes, subject to certain exceptions, dividends, interest, royalties, rents, annuities, gains from commodities and securities transactions, net gains from the sale or exchange of property producing such passive income, net foreign currency gains and amounts derived by reason of the temporary investment of funds. Cash is generally a passive asset for these purposes. Goodwill is treated as an active asset to the extent attributable to activities that produce active income.

Based on the market price of our ADSs and the composition of our income, assets and operations, we do not believe we should be treated as a PFIC for U.S. federal income tax purposes for the taxable year ended December 31, 2023. However, the application of the PFIC rules to us may be subject to ambiguity. In addition, this is a factual determination that must be made annually after the close of each taxable year

based on the composition of our income and assets as well as the trading price of our ADSs. Because the value of our assets, including our goodwill, for purposes of the asset test may be determined by reference to the market price of our ADSs, fluctuations in the market price of the ADSs may cause us to become a PFIC. Therefore, there can be no assurance that we will not be classified as a PFIC for any taxable year. Furthermore, because PFIC status is a factual determination based on actual results for the entire taxable year, our U.S. counsel expresses no opinion with respect to our PFIC status and expresses no opinion with respect to our expectations contained in this paragraph.

If we were classified as a PFIC for any taxable year during which a U.S. Holder held ADSs, such holder would be subject to special tax rules with respect to any “excess distribution” that it receives in respect of our ADSs and any gain it realizes from a sale or other disposition (including a pledge) of our ADSs, unless such holder makes a “mark-to-market” election as discussed below. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder’s holding period for our ADSs;
- the amount allocated to the current taxable year, and any taxable year in such holder’s holding period prior to the first taxable year in which we became a PFIC, will be treated as ordinary income; and
- the amount allocated to each other year will be subject to the highest tax rate in effect for that year and the interest charge applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

In addition, dividend distributions made to such holder will not qualify for the lower rates of taxation applicable to long-term capital gains discussed above under “*Distributions*.”

A U.S. Holder will be required to make an annual filing with the Internal Revenue Service if such holder holds our ADSs in any year in which we are classified as a PFIC.

If we are a PFIC for any year during which a U.S. Holder holds our ADSs, we will continue to be treated as a PFIC with respect to such holder for all succeeding years during which the holder holds our ADSs. If we cease to be a PFIC, such a U.S. Holder may be able to avoid some of the adverse effects of the PFIC regime by making a deemed sale election with respect to our ADSs. If such election is made, the U.S. Holder will be deemed to have sold the ADSs it holds at their fair market value on the last day of the last taxable year in which we qualified as a PFIC, and any gain from such deemed sale would be subject to the consequences described above. After the deemed sale election, the U.S. Holder’s ADSs with respect to which the deemed sale election was made will not be treated as ADSs in a PFIC unless we subsequently become a PFIC.

If a U.S. Holder is eligible to and does make a mark-to-market election, such holder will include as ordinary income the excess, if any, of the fair market value of our ADSs at the end of each taxable year over their adjusted basis, and will be permitted an ordinary loss in respect of the excess, if any, of the adjusted basis of our ADSs over their fair market value at the end of the taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). Any gain recognized on the sale or other disposition of our ADSs will be treated as ordinary income. The mark-to-market election is available only for “marketable stock,” which is stock that is traded in other than *de minimis* quantities on at least 15 days during each calendar quarter on a qualified exchange or other market, as defined in the applicable U.S. Treasury regulations. U.S. Holders should consult their tax advisors regarding the potential application of the PFIC rules to their ownership of our ADSs.

A timely election to treat us as a qualified electing fund under the Code would result in an alternative treatment. However, we do not intend to prepare or provide the information that would enable U.S. Holders to make a qualified electing fund election.

The U.S. federal income tax rules relating to PFICs are complex. Prospective U.S. investors are urged to consult their tax advisors with respect to the application of the PFIC rules to their investment in the ADSs.

U.S. information reporting and backup withholding

Dividend payments with respect to our ADSs and proceeds from the sale, exchange or redemption of our ADSs may be subject to information reporting to the Internal Revenue Service and possible U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number on a properly completed Internal Revenue Service Form W-9 or otherwise properly establishes an exemption from backup withholding. U.S. Holders who are required to establish their exempt status may be required to provide such certification on Internal Revenue Service Form W-9. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability, if any, and such holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund and furnishing any required information to the Internal Revenue Service.

Foreign financial asset reporting

Individuals that own "specified foreign financial assets" with an aggregate value in excess of U.S.\$50,000 on the last day of the taxable year or U.S.\$75,000 at any time during the taxable year are generally required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (1) stocks and securities issued by non-U.S. persons, (2) financial instruments and contracts held for investment that have non-U.S. issuers or counterparties, and (3) interests in foreign entities. Our ADSs may be subject to these rules. Additionally, under certain circumstances, an entity may be treated as an individual for purposes of these rules. U.S. Holders are urged to consult their tax advisors regarding the application of this requirement to their ownership of our ADSs.

THE DISCUSSION ABOVE DOES NOT COVER ALL TAX MATTERS THAT MAY BE IMPORTANT TO YOU. EACH PROSPECTIVE PURCHASER SHOULD CONSULT ITS TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN OUR ADSs UNDER THE INVESTOR'S CIRCUMSTANCES.

F. Dividends and paying agents

This Form 20-F is being filed as an annual report under the U.S. Exchange Act and, as such, there is no requirement to provide any information under this item.

G. Statements by experts

This Form 20-F is being filed as an annual report under the U.S. Exchange Act and, as such, there is no requirement to provide any information under this item.

H. Documents on display

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F no later than four months after the close of each fiscal year, which is December 31. The SEC maintains a web site at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. Our filings made with the SEC are available on the SEC's website. We also make available on the investor relations section of our website, free of charge, our annual reports on Form 20-F and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain

other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is www.ir.trivago.com. The information contained on or through our website is not incorporated by reference in this document.

As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and major shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

I. Subsidiary information

Not applicable.

J. Annual report to security holders

Not applicable.

Item 11: Quantitative and qualitative disclosures about market risk

See "Item 5: Operating and financial review and prospects - A. Operating results - Quantitative and qualitative disclosures about market risk."

Item 12: Description of securities other than equity securities

A. Debt securities

Not applicable.

B. Warrants and rights

Not applicable.

C. Other securities

Not applicable.

D. American Depositary Shares

Deutsche Bank Trust Company Americas, as depositary, registers and delivers American Depositary Shares, also referred to as ADSs. Each ADS represents five Class A shares (or a right to receive five Class A shares) deposited with Deutsche Bank AG, or any successor, as custodian for the depositary. A deposit agreement among us, the depositary and you, the ADS holders, sets out the ADS holders' rights as well as the rights and obligations of the depositary. A copy of the Agreement is incorporated by reference as an exhibit to this annual report. The depositary's corporate trust office at which the ADSs will be administered and the depositary's principal executive office is located at 60 Wall Street, New York, New York 10005.

Fees and Expenses

Pursuant to the terms of the deposit agreement, the holders of ADSs will be required to pay the following fees:

Service	Fees
• To any person to which ADSs are issued or to any person to which a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)	Up to US\$0.05 per ADS issued
• Cancellation of ADSs, including the case of termination of the deposit agreement	Up to US\$0.05 per ADS cancelled
• Distribution of cash dividends	Up to US\$0.02 per ADS held
• Distribution of cash entitlements (other than cash dividends) and/or cash proceeds from the sale of rights, securities and other entitlements	Up to US\$0.02 per ADS held
• Distribution of ADSs pursuant to exercise of rights.	Up to US\$0.02 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs	Up to US\$0.02 per ADS held
• Depository services	Up to US\$0.02 per ADS held on the applicable record date(s) established by the depository bank

The depository collects its fees for delivery and surrender of ADSs directly from investors depositing Class A shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depository collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depository may collect its annual fee for depository services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depository may collect any of its fees by deduction from any cash distribution payable to ADS holders that are obligated to pay those fees. The depository may generally refuse to provide for fee services until its fees for those services are paid.

From time to time, the depository may make reimbursements to us or waive fees and expenses for services provided generally relating to costs and expenses arising out of establishment and maintenance of the ADS program. In addition, the depository has agreed to provide us reimbursements based on certain fees payable to the depository by holders of the ADSs. For the year ended December 31, 2023, the depository reimbursed us approximately \$1.5 million. In performing its duties under the deposit agreement, the depository may use brokers, dealers or other service providers that are affiliates of the depository and that may earn or share fees or commissions.

PART II

Item 13: Defaults, dividend arrearages and delinquencies

None.

Item 14: Material modifications to the rights of securities holders

None.

Item 15: Control and procedures

A. Disclosure controls and procedures

We maintain disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Our management, with the participation of our chief executive officer and chief financial officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2023. Based upon that evaluation, our chief executive officer and chief financial officer concluded that, as of December 31, 2023, the design and operation of our disclosure controls and procedures were effective to accomplish their objectives.

B. Management's annual report on internal control over financial reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. GAAP.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria for effective control over financial reporting described in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on this evaluation, management has concluded that, as of December 31, 2023, our internal control over financial reporting was effective. Management has reviewed its assessment with the Audit Committee.

EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, an independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 31, 2023, as stated in their report which is included below.

Limitations on Controls

Management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all cases of error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

C. Attestation report of the registered public accounting firm

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of trivago N.V.

Opinion on Internal Control Over Financial Reporting

We have audited trivago N.V.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), (the COSO criteria). In our opinion, trivago N.V. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated March 1, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft

Düsseldorf, Germany

March 1, 2024

D. Changes in internal control over financial reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal year ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting

Item 16

A. Audit committee financial expert

Mr. Hiren Mankodi, an independent director and a member of the Audit Committee, qualifies as an "audit committee financial expert," as defined in Item 16A. of Form 20-F and as determined by our supervisory board.

B. Code of ethics

We have adopted a code of business conduct and ethics that applies to all of our employees, members of our senior management and members of our management board and supervisory board, including those members of our senior management responsible for financial reporting. Our code of ethics is posted on our company website at: <http://ir.trivago.com/phoenix.zhtml?c=254450&p=irol-govHighlights>. We will disclose any substantive amendments to the code of business conduct and ethics, or any waiver of its provisions, on our website. The reference to our website does not constitute incorporation by reference of the information contained at or available through our website.

C. Principal accountant fees and services

The following table sets forth, for each of the years indicated, the fees billed by EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, our independent registered public accounting firm and the percentage of each of the fees out of the total amount billed. Audit fees also include fees for services rendered for the audit of our financial statements but charged to our controlling shareholder.

(in thousands)	Year ended December 31,			
	2023	%	2022	%
Audit Fees	€ 2,437	99.1 %	€ 2,347	99.4 %
Audit-related Fees				
Tax Fees	12	0.5 %	8	0.3 %
All Other Fees	10	0.4 %	6	0.3 %
Total	€ 2,459		€ 2,361	

Audit Fees are defined as the standard audit work that needs to be performed each year in order to issue opinions on our consolidated financial statements and to issue reports on our local statutory financial statements. Also included are services that can only be provided by our auditor, such as reviews of quarterly financial results, consents and comfort letters and any other audit services required for SEC or other regulatory filings.

Tax Fees relate to the aggregate fees for services rendered on tax compliance.

Pre-Approval Policies and Procedures

Our Audit Committee has adopted a policy that requires pre-approval of all services performed for us by our independent registered public accounting firm, effective for the period following the completion of our IPO. The policy was adopted on December 9, 2016. The Audit Committee pre-approval function can be delegated to the Audit Committee Chairman or another Audit Committee member outside of meetings. All services provided by our independent registered public accounting firm during the years ended

December 31, 2023 and December 31, 2022 were approved in advance by either the Audit Committee or members thereof to whom authority had been delegated, in accordance with the Audit Committee's pre-approval policy.

D. Exemptions from the listing requirements and standards for audit committees

None.

E. Purchases of equity securities by the issuer and affiliated purchasers

On March 1, 2022, our Supervisory Board authorized a program to repurchase up to 10 million of our American Depositary Shares ("ADS"), each representing one Class A share.

On March 7, 2022, we entered into a stock repurchase program which expired on May 30, 2022. No stock repurchases were made under this program.

On May 31, 2022, we entered into another stock repurchase program which expired on July 29, 2022. As of July 29, 2022, we reacquired 205,547 Class A common shares on the open market at fair market value under this program.

On November 1, 2022, we agreed to purchase from Peter Vinnemeier, one of our founders, 20,000,000 Class A shares, for an aggregate price of €19.3 million (USD 1.00 per share). The transaction closed on November 9, 2022.

Period	Total number of shares repurchased	Average price paid per share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
January 1-31, 2022	—	—	—	—
February 1-28, 2022	—	—	—	—
March 1-31, 2022	—	—	—	10,000,000
April 1-30, 2022	—	—	—	10,000,000
May 1-31, 2022	—	—	—	10,000,000
June 1-30, 2022	15,816	€1.43	15,816	9,984,184
July 1-31, 2022	189,731	€1.46	189,731	9,794,453
August 1-31, 2022	—	—	—	—
September 1-30, 2022	—	—	—	—
October 1-31, 2022	—	—	—	—
November 1-30, 2022	20,000,000	€0.97	—	—
December 1-31, 2022	—	—	—	—
Total	20,205,547		205,547	

(1) We had two separate repurchase programs during 2022, one from March 7, 2022 through May 30, 2022 and another from May 31, 2022 through July 29, 2022.

F. Change in registrant's certifying accountant

None.

G. Corporate governance

The Sarbanes-Oxley Act of 2002, as well as related rules subsequently implemented by the SEC, requires foreign private issuers, including our company, to comply with various corporate governance practices. In addition, Nasdaq rules provide that foreign private issuers may follow home country practice in lieu of the Nasdaq corporate governance standards, subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws. In addition to the home country practices described under Item 6C. of this annual report, the home country practices followed by our company in lieu of Nasdaq rules are described below:

- We do not intend to follow the requirement of Nasdaq Listing Rule 5620(c), which requires an issuer to provide in its bylaws for a generally applicable quorum, and that such quorum may not be less than one-third of the outstanding voting stock. Although we must provide shareholders with an agenda and other relevant documents for the general meeting of shareholders, Dutch law does not have a regulatory regime for the solicitation of proxies and the solicitation of proxies is not a generally accepted business practice in the Netherlands, thus our practice will vary from the requirement of Nasdaq Listing Rule 5620(b).
- We do not intend to follow the requirements of Nasdaq Listing Rule 5605(d), which requires an issuer to have a compensation committee that, inter alia, consists entirely of independent directors, and Nasdaq Listing Rule 5605(e), which requires an issuer to have independent director oversight of director nominations.
- We do not intend to follow the requirements of Nasdaq Listing Rule 5635, which generally requires an issuer to obtain shareholder approval for the issuance of securities in connection with certain events, such as the acquisition of stock or assets of another company, the establishment of or amendments to equity-based compensation plans for employees, a change of control of us and certain private placements.

Because we are a foreign private issuer, our management board members, supervisory board members and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

The Dutch Corporate Governance Code, or DCGC, contains both principles and best practice provisions for management boards, supervisory boards, shareholders and general meetings, financial reporting, auditors, disclosure, compliance and enforcement standards. As a Dutch company, we are subject to the DCGC and are required to disclose in our annual report, filed in the Netherlands, whether we comply with the provisions of the DCGC. If we do not comply with the provisions of the DCGC (for example, because of a conflicting Nasdaq requirement or otherwise), we must list the reasons for any deviation from the DCGC in our Dutch annual board report.

We acknowledge the importance of good corporate governance. However, at this stage, we do not comply with all the provisions of the DCGC, to a large extent because such provisions conflict with or are inconsistent with the corporate governance rules of Nasdaq and U.S. securities laws that apply to us, or because such provisions do not reflect best practices of international companies listed on Nasdaq.

The best practice provisions we do not apply include the following. We may deviate from additional best practice provisions in the future. Such deviations will be disclosed in our Dutch annual board report.

In order to safeguard independence of the supervisory board, the DCGC recommends that:

- for each ten percent shareholder or group of affiliated shareholders, there is at most one supervisory board member who can be considered to be a shareholder representative;
- there is at most one non-independent supervisory board member who cannot be considered as independent due to circumstances other than being a shareholder representative; and
- the total number of non-independent supervisory board members should account for less than half of the total number of supervisory board members.

Half of our supervisory board members are independent. It is our view that given the nature of our business and the practice in our industry and considering our shareholder structure, it is justified that only 4 supervisory board members will be independent. We may need to deviate from the DCGC's independence definition for supervisory board members either because such provisions conflict with or are inconsistent with the corporate governance rules of Nasdaq and U.S. securities laws that apply to us, or because such provisions do not reflect best practices of global companies listed on Nasdaq. We may need to further deviate from the DCGC's independence definition for supervisory board members when looking for the most suitable candidates. For example, a future supervisory board candidate may have particular knowledge of, or experience in our industry, but may not meet the definition of independence in the DCGC. As such background is very important to the efficacy of our supervisory board, our supervisory board may decide to nominate candidates for appointment who do not fully comply with the criteria as listed under best practice provision 2.1.8 of the DCGC.

The DCGC recommends that our supervisory board establish a selection and appointment committee. Because we are a "controlled company" within the meaning of the corporate governance standards of The NASDAQ Global Select Market, we do not believe that a selection and appointment committee will be beneficial for our governance structure. We have not established and do not intend to establish a selection and appointment committee.

Consistent with corporate practice for non-executive members of a board in the United States, currently the terms of office of up to half of our supervisory directors run and end simultaneously. Our supervisory board continuously monitors succession of its members as well as the members of the management board. Under our articles of association, members of the management board and the supervisory board shall be appointed on the basis of a binding nomination prepared by the supervisory board. This means that the nominee shall be appointed to the management board or supervisory board, as the case may be, unless the general meeting of shareholders strips the binding nature of the nomination (in which case a new nomination shall be prepared for a subsequent general meeting of shareholders). Our articles of association will provide that the general meeting of shareholders can only pass such resolution by a two-thirds majority representing at least half of the issued share capital. However, the DCGC recommends that the general meeting can pass such resolution by simple majority, representing no more than one-third of the issued share capital.

Under our articles of association, members of the management board and the supervisory board can only be dismissed by the general meeting of shareholders by simple majority, provided that the supervisory board proposes the dismissal. In other cases, the general meeting can only pass such resolution by a two-thirds majority representing at least half of the issued share capital. Similar to what has been described above, the DCGC recommends that the general meeting of shareholders can pass a resolution to dismiss a member of the management board or supervisory board by simple majority, representing no more than one-third of the issued share capital.

The DCGC recommends against providing equity awards as part of the compensation of a supervisory board member. However, we may wish to deviate from this recommendation and grant equity awards to its supervisory board members.

The DCGC further recommends that the management board appoints the senior internal auditor and the company secretary, subject to approval by the supervisory board. We have simplified this process as our CFO appoints the senior internal auditor and the company secretary, and allow the audit committee to express its views regarding the senior internal auditor.

The DCGC suggests that our annual statements include a (separate) report by the supervisory board. For purposes of consistency with our US annual report, our Dutch annual report does not include a separate supervisory report. However, the elements that the DCGC recommends to be covered by the (separate) supervisory board report are covered throughout the Dutch annual report, which is signed by each of our supervisory directors.

The DCGC recommends that the compensation report includes, among other things, statements on (i) scenario analyses that are carried out relating to director compensation, (ii) pay ratios between

management and an average or median employee salary within the company and (iii) the relationship between the variable part of a director's compensation and the contribution of such compensation to long-term value creation. We have engaged a specialized compensation consultant to provide us with information regarding compensation program and related disclosures, and are working on implementing the foregoing described DCGC disclosure recommendations.

In 2022, the Supervisory Board has, set a target that over a period of the upcoming four years (i.e., 2023 through 2026) the Supervisory Board shall consist of at least two women and at least two men, with the objective that following our annual general meeting in 2026, the Supervisory Board shall consist of at least one-third of women and at least one-third of men. Separately, our target is for the Management Board and our senior management (together: our Leadership Team), to consist of at least two women and at least two men. In its current composition, the Leadership Team consists of one female member and three male members, which means that the target figures have not yet been met. In line with our diversity policy, at the time any vacancy within the Supervisory Board and/or our Leadership Team arises, we may take various measures, such as amending the profile for its directors, setting up a transparent recruitment and selection process and/or further developing and explaining its policy. We recognize and welcome the value of diversity in various aspects for the Supervisory Board and the Leadership Team and continuously strive to meet the targets. We therefore continue to improve the diversity among our Supervisory Board and our Leadership Team and aim to meet the targets within the set timeframe.

H. Mine safety disclosure

Not applicable.

I. Disclosure regarding foreign jurisdictions that prevent inspections

Not applicable.

J. Insider trading policies

[Reserved]

K. Cybersecurity

We recognize the critical importance of preserving the trust and confidence of our users, business partners and employees in maintaining a robust cybersecurity risk management program. Our Management Board, under the supervision of the Supervisory Board, oversees the risks from cybersecurity threats. Our cybersecurity processes and practices are modelled based on industry best practices, including the National Institute of Standards and Technology Cybersecurity Framework and the ISO/IEC 27001 Standard. In general, we seek to address cybersecurity risks through a comprehensive, cross-functional approach that is focused on preserving the confidentiality, security and availability of the information that trivago collects and stores by identifying, preventing and mitigating cybersecurity threats and effectively responding to cybersecurity incidents when they occur.

Risk Management and Strategy

Our cybersecurity program is focused on the following key areas:

- a. **Governance:** As discussed in more detail under the heading below called "**Governance**", our Supervisory Board's oversight of cybersecurity risk management is supported by the Audit Committee, which interacts on a regular basis with our Chief Information Security Officer or person performing the functions of a Chief Information Security Officer ("CISO") and the delegate of the CISO.

- b. *Collaborative Approach*: We promote a comprehensive, cross-functional approach to monitoring, identifying, preventing and mitigating cybersecurity threats and incidents, while also implementing controls and procedures that provide for the escalation of certain cybersecurity incidents so that decisions regarding the public disclosure and reporting of such incidents can be made by management in a timely manner.
- c. *Technical Safeguards and Incident Response*: We deploy technical safeguards and incident response plans that are designed to protect our information systems from cybersecurity threats, including firewalls, intrusion prevention and detection systems, anti-malware functionality, access controls, system backups, denial of service attack prevention, endpoint protection, network protection and cloud workload protection, which are evaluated and improved through vulnerability assessments and cybersecurity threat intelligence.
- d. *Third-Party Risk Management*: We maintain a comprehensive, cross-functional, risk-based approach to assessing the cybersecurity incidents and vulnerabilities reported by third parties, including vendors, service providers and other external users of our systems, and to identifying and overseeing cybersecurity risks presented by such third party cybersecurity incidents.
- e. *Education and Awareness*: We provide regular "phishing" testing and training as well as training on information security and cyber awareness for our personnel as a means to equip the latter with effective tools to address cybersecurity threats, and to communicate our evolving information security processes and practices.

We engage in the periodic assessment and testing of our cybersecurity risk management program. These efforts include a wide range of activities, including audits, assessments, vulnerability and penetration testing and other exercises focused on evaluating the effectiveness of our cybersecurity measures. We engage third parties to perform assessments on our cybersecurity measures (including audits) and to improve our processes and practices. The results of such assessments, audits and reviews are reported by the CISO, and/or delegate of the CISO, to the Audit Committee as well as to the Management Board, and we are committed to adjusting our cybersecurity processes and practices as necessary based on the information provided by these assessments, audits and reviews.

Governance

Board Oversight

The Management Board, under the supervision of the Supervisory Board and in coordination with the Audit Committee, oversees our cybersecurity risk management program, with a focus on the following: data governance, information systems, incident response for cybersecurity incidents, disaster recovery, compliance risks and internal audits and IT/Engineering security budget. The Audit Committee and the Management Board receive from the CISO, and/or from the delegate of the CISO, regular presentations and reports on cybersecurity risks, which may address a wide range of topics including recent developments, vulnerability assessments, third-party and independent reviews, the threat environment, technological trends and information security considerations arising with respect to our partners and third parties. The Supervisory Board, the Management Board and the Audit Committee also receive prompt and timely information regarding any cybersecurity incident that meets established reporting thresholds, as well as ongoing updates regarding any such incident until it has been addressed.

Management's Role

The CISO, and/or the delegate of the CISO, in coordination with our CEO, General Counsel and Internal Audit Lead, work collaboratively to implement a program designed to protect our information systems from cybersecurity threats and to promptly respond to any cybersecurity incidents in accordance with our incident response and recovery plans. Through ongoing communications with the concerned teams, including but not limited to Legal and Internal Audit, the CISO, and/or the delegate of the CISO, monitor the prevention, detection, mitigation and remediation of cybersecurity incidents, and report such incidents to the Disclosure Committee when appropriate.

The CISO, who holds the positions of Managing Director and Chief Product Officer, has served in various roles overseeing technology, product and marketing functions for over two decades. In addition to his tenure with us, he held senior roles in the consumer goods industry as well as in the financial investment industry. He has extensive experience managing risks at our company as well as at other companies, including risks arising from cybersecurity threats. The delegate of the CISO has extensive cybersecurity experience, having served in various roles in information technology and information security at our company for more than fourteen years, including serving as Head of Information Infrastructure, Head of Infrastructure Operations and Head of Data Center Operations. Before joining us, he had served in similar roles in the mobile carrier market and as an IT consultant.

Material Incidents

Over the past financial year, cybersecurity threats or incidents have not materially affected or are not reasonably likely to affect our business strategy, results of operations, or financial condition, but we cannot provide assurance that they will not be materially affected in the future by such risks and any future material incidents.

PART III

Item 17: Financial statements

See "Item 18: Financial statements."

Item 18: Financial statements

See the Financial statements beginning on page F-1.

Item 19: Exhibits

The following exhibits are filed as part of this annual report:

Exhibit Number	Exhibit Description	Incorporated by Reference			Provided Herewith
		Form		Number	
1.1	English translation of Amended Form of Articles of Association of trivago N.V.				X
1.2	Amended Management Board Rules.				X
1.3	Amended Supervisory Board Rules.				X
2.1	Amended and Restated Shareholders' Agreement of trivago N.V.	F-3	4/5/2018	4.1	333-224151
2.2	Amendment to Amended and Restated Shareholders' Agreement of trivago N.V.	20-F	3/6/2017	2.2	001-37959
2.2(a)	Second Amendment to Amended and Restated Shareholders' Agreement of trivago N.V.	20-F	3/6/2019	2.2(a)	001-37959
2.2(b)	Third Amendment to Amended and Restated Shareholders' Agreement of trivago N.V.	20-F	3/3/2023	2.2(b)	001-37959
2.2(c)	Joinder Agreement to Amended and Restated Shareholders' Agreement	20-F	3/3/2023	2.2(b)	001-37959
2.3	Contribution Agreement by and among the Founders, trivago GmbH, trivago N.V., Expedia Lodging Partner Services S.à.r.l and Expedia, Inc.	20-F	3/6/2017	2.5	001-37959
2.4	Deposit Agreement.	F-3	4/5/2018	4.4	333-224151
2.4(a)	Amendment No. 1 to the Deposit Agreement	F-6	11/17/2023	4.4	333-214914
2.5	Form of American Depositary Receipt (included in Exhibit 2.4).	F-1/A	12/5/2016	4.4	333-214591
2.6	Description of securities registered under Section 12 of the Securities Exchange Act of 1934.				X
4.1	Form of management board member Indemnification Agreement for management board members as of November 2016.	F-1/A	12/5/2016	10.1	333-214591
4.2	English translation of Lease Agreement between Jupiter EINHUNDERTVIERUNDFUNFZIG GmbH and trivago GmbH, dated July 23, 2015.	F-1/A	12/5/2016	10.6	333-214591
4.2(a)	English translation of the Amendment to the Lease Agreement between Immofinanz GmbH (formerly known as Jupiter EINHUNDERTVIERUNDFUNFZIG GmbH) and trivago N.V., dated December 31, 2020.	20-F	3/6/2021	4.2.1	001-37959
4.3	Data Hosting Services Agreement by and between Expedia, Inc. and trivago GmbH, dated May 1, 2013.	F-1/A	12/5/2016	10.7	333-214591
4.4	Services and Support Agreement by and between Expedia Lodging Partner Services Sarl and trivago GmbH, dated September 1, 2016.	F-1/A	12/5/2016	10.8	333-214591

Exhibit Number	Exhibit Description	Incorporated by Reference			Provided Herewith	
		Form		Number		File Number
4.5	Amended and Restated trivago N.V. 2016 Omnibus Incentive Plan.					X
4.6	Form of Indemnification Agreement for supervisory board, management board and certain other officers.	20-F	3/6/2021	4.6	001-37959	
4.7	Form of 2020 CAGR Performance Stock Option Award Agreement.	20-F	3/6/2021	4.7	001-37959	
4.7(a)	Form of Amended and Restated 2020 CAGR Performance Stock Option Award Summary.	20-F	3/6/2021	4.7.1	001-37959	
4.8	Form of 2020 Stock Price Performance Stock Option Award Agreement.	20-F	3/6/2021	4.8	001-37959	
4.8(a)	Form of Amended and Restated 2020 Stock Price Performance Stock Option Award Summary.	20-F	3/6/2021	4.8.1	001-37959	
4.9	Form of Stock Option Summary of Award.	20-F	3/3/2023	4.11	001-37959	
4.10	Form of Amendment to Stock Option Agreements for the Management Board	20-F	3/3/2023	4.12	001-37959	
4.11	Form of Management Board Award Agreement (May 2023).					X
4.12	Stock Option Summary of Award for Chairman of Supervisory Board (Mr. Hart)					X
7.1	Services and Support Agreement by and between Expedia Group International Holdings III, LLC and trivago N.V., dated November 1, 2023					X
7.2	Management Services Agreement by and between Expedia, Inc. and trivago N.V., dated January 1, 2023					X
8.1	List of Subsidiaries					X
12.1	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
12.2	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
13.1	Certification by Principal Executive Officer and Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
15.1	Consent of EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft.					X
97.1	Compensation Recovery Policy					X
101.INS	Inline XBRL Instance Document-the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase					X

Exhibit Number	Exhibit Description	Incorporated by Reference			Provided Herewith
		Form	Number	File Number	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase				X
104	Cover page interactive data (formatted as Inline XBRL and contained in Exhibit 101)				X

Signatures

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

trivago N.V.

By: /s/ Johannes Thomas
Johannes Thomas

Date: *Chief Executive Officer, Managing Director*
3/1/2024

By: /s/ Kevin Hu
Kevin Hu

Date: *Interim Chief Financial Officer*
3/1/2024

Index to financial statements trivago N.V.

Consolidated financial statements

[Report of independent registered public accounting firm \(PCAOB ID: 1251\)](#)

[Consolidated statements of operations](#)

[Consolidated statements of comprehensive income/\(loss\)](#)

[Consolidated balance sheets](#)

[Consolidated statements of changes in equity](#)

[Consolidated statements of cash flows](#)

[Notes to consolidated financial statements](#)

Page

[F-2](#)

[F-5](#)

[F-7](#)

[F-8](#)

[F-9](#)

[F-10](#)

[F-12](#)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of trivago N.V.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of trivago N.V. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 1, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of Goodwill & Indefinite-Lived Intangible Assets

Description of the Matter

At December 31, 2023, the carrying value of the Company's goodwill and indefinite-lived intangible assets was nil and EUR 75.3 million, respectively.

As discussed in Notes 2 and 8 to the consolidated financial statements, goodwill and indefinite-lived intangible assets are tested for impairment annually or more frequently if events or circumstances indicate that an impairment may have occurred. The Company performed the annual impairment test as of September 30, 2023. The quantitative impairment test of goodwill at the reporting unit level was performed by measuring the fair value of the Company's reporting units using a blended analysis of the present value of future discounted cash flows and the market valuation approach. The quantitative impairment test of indefinite-lived intangible assets was performed by using the relief-from-royalty method.

Auditing management's above impairment test was complex and judgmental due to the significant estimation required to determine the present value of each reporting unit's future discounted cash flows as well as the fair value of indefinite-lived intangibles, particularly given the revisions to the Company's strategy and uncertainty in the Company's operating environment as well as the continued uncertainty in respect of the overall economic environment. The fair value of the reporting units was sensitive to the revenue growth rates, profitability, and the discount rates applied. The fair value of indefinite-lived intangibles was sensitive to estimated future revenue for the brand, the royalty savings rate and the discount rate applied.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's goodwill and indefinite-lived intangible assets impairment process, including controls over management's review of the assumptions described above.

To test the estimated fair value of the Company's reporting units and indefinite-lived intangible assets, we performed audit procedures that included, among others, assessing the Company's methodology (use of discounted cash flow method, market valuation method and the relief-from-royalty method), testing the above assumptions and testing the underlying data used by the Company. We compared the revenue growth rates and profitability to industry or economic trends.

We involved our valuation specialists to assess management's methodology, the discount rates and long-term rate of growth. We also involved our valuation specialists to benchmark the royalty savings rate against external data in the travel industry. We performed sensitivity analyses on the revenue growth rates, profitability, and the discount rates, as well as the royalty savings rate applied, to evaluate the changes in the fair value of the reporting units and indefinite-lived intangible assets that would result from changes in such assumptions.

We assessed management's reconciliation of the sum of the fair values for each reporting unit to the market capitalization of the Company. We involved our valuation specialists to evaluate the resulting implied control premium by comparison to historical transactions. We compared management's prior forecasts to historical actual results and tested management's fair value calculations for clerical accuracy.

We also assessed the Company's disclosure regarding valuation of goodwill and indefinite-lived intangible assets (within Notes 2 and 8 to the consolidated financial statements).

/s/ EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft

We have served as the Company's auditor since 2014.

Düsseldorf, Germany

March 1, 2024

Consolidated Financial Statements
trivago N.V.

F-4

trivago N.V.

Consolidated statements of operations

(€ thousands, except per share amounts)

	Year ended December 31,		
	2023	2022	2021
Revenue	€ 312,559	€ 361,697	€ 270,110
Revenue from related party	172,472	173,307	91,355
Total revenue	€ 485,031	€ 535,004	€ 361,465
Costs and expenses:			
Cost of revenue, including related party, excluding amortization ⁽¹⁾	11,971	12,691	11,500
Selling and marketing, including related party ⁽¹⁾⁽²⁾⁽³⁾	345,639	342,024	249,196
Technology and content, including related party ⁽¹⁾⁽²⁾⁽³⁾	49,020	54,921	52,374
General and administrative, including related party ⁽¹⁾⁽²⁾⁽³⁾	38,726	60,852	38,208
Amortization of intangible assets ⁽²⁾	135	136	136
Impairment of intangible assets and goodwill	196,127	184,642	—
Operating income/(loss)	€ (156,587)	€ (120,262)	€ 10,051
Other income/(expense)			
Interest expense	(12)	(51)	(389)
Interest income	5,213	622	174
Other, net	(478)	(556)	13,454
Total other income/(expense), net	€ 4,723	€ 15	€ 13,239
Income/(loss) before income taxes	€ (151,864)	€ (120,247)	€ 23,290
Expense for income taxes	12,391	6,570	12,586
Income/(loss) before equity method investment	€ (164,255)	€ (126,817)	€ 10,704
Loss from equity method investment	(221)	(401)	—
Net income/(loss)	€ (164,476)	€ (127,218)	€ 10,704
Earnings per share attributable to common stockholders:			
Basic	€ (0.48)	€ (0.36)	€ 0.03
Diluted	(0.48)	(0.36)	0.03
Shares used in computing earnings per share:			
Basic	344,937	357,551	357,525
Diluted	344,937	357,551	367,240

	Year ended December 31,		
	2023	2022	2021
(1) Includes share-based compensation as follows:			
Cost of revenue	€ 146	€ 198	€ 257
Selling and marketing	463	737	1,104
Technology and content	1,728	2,969	3,897
General and administrative	7,168	11,438	12,003
(2) Includes amortization as follows:			
Amortization of internal use software costs included in selling and marketing	€ —	€ 8	€ 98
Amortization of internal use software and website development costs included in technology and content	3,085	4,019	4,566
Amortization of internal use software costs included in general and administrative	—	104	313
Amortization of acquired technology included in amortization of intangible assets	135	136	136
(3) Includes related party expense as follows:			
Selling and marketing	€ 94	€ 97	€ 111
Technology and content	1,618	541	48
General and administrative	63	1	—

We have reclassified certain amounts related to our prior period results to conform to current period presentation. See notes to trivago N.V. consolidated financial statements.

trivago N.V.

Consolidated statements of comprehensive income/(loss)

(€ thousands)

	Year ended December 31,		
	2023	2022	2021
Net income/(loss)	€ (164,476)	€ (127,218)	€ 10,704
Other comprehensive income/(loss):			
Currency translation adjustments	21	18	32
Total other comprehensive income	€ 21	€ 18	€ 32
Comprehensive income/(loss)	€ (164,455)	€ (127,200)	€ 10,736

See notes to trivago N.V. consolidated financial statements

trivago N.V.

Consolidated balance sheets

(€ thousands, except number of shares and per share amounts)

	As of December 31,	
	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	€ 101,847	€ 248,584
Restricted cash	342	342
Accounts receivable, net of allowance for credit losses of €936 and €418, respectively	23,613	25,679
Accounts receivable, related party	19,094	24,432
Short-term investments	25,225	45,000
Tax receivable	6,774	498
Prepaid expenses and other current assets	11,032	8,669
Total Current Assets	€ 187,927	€ 353,204
Property and equipment, net	10,079	13,075
Operating lease right-of-use assets	42,273	45,028
Investments & other assets	9,176	8,409
Intangible assets, net	75,614	89,949
Goodwill	—	181,927
TOTAL ASSETS	€ 325,069	€ 691,592
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	€ 17,930	€ 19,941
Income taxes payable	2,087	12,325
Deferred revenue	1,176	1,689
Payroll liabilities	2,619	2,454
Accrued expenses and other current liabilities	9,874	8,675
Operating lease liability	2,301	4,538
Total Current Liabilities	€ 35,987	€ 49,622
Operating lease liability	38,434	40,729
Deferred income taxes	26,549	30,050
Other long-term liabilities	9,075	9,455
Commitments and contingencies (Note 13)		
Stockholders' equity:		
Class A common stock, €0.06 par value - 700,000,000 shares authorized, Shares issued: 110,919,270 and 124,305,225, respectively Shares outstanding: 110,919,270 and 104,305,225, respectively	6,655	7,458
Class B common stock, €0.60 par value - 320,000,000 shares authorized, 237,476,895 and 237,476,895 shares issued and outstanding, respectively	142,486	142,486
Treasury stock at cost - Class A shares, nil and 20,000,000 shares, respectively	—	(19,960)
Reserves	681,333	863,987
Contribution from Parent	122,307	122,307
Accumulated other comprehensive income	75	54
Accumulated deficit	(737,832)	(554,596)
Total stockholders' equity	€ 215,024	€ 561,736
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	€ 325,069	€ 691,592

See notes to trivago N.V. consolidated financial statements

trivago N.V.

Consolidated statements of changes in equity

(€ thousands)

Description	Class A common stock	Class B common stock	Treasury stock - Class A Common stock	Reserves	Retained earnings (accumulated deficit)	Accumulated other comprehensive income	Contribution from Parent	Total stockholders' equity
Balance at January 1, 2021	€ 3,358	€ 178,913	€ —	€ 798,017	€ (438,082)	€ 4	€ 122,307	€ 664,517
Net income					10,704			10,704
Other comprehensive income (net of tax)						32		32
Share-based compensation expense				17,261				17,261
Conversion of Class B shares	2,174	(21,735)		19,561				—
Issuance of common stock related to exercise of options and vesting of RSUs	270			1,000				1,270
Balance at December 31, 2021	€ 5,802	€ 157,178	€ —	€ 835,839	€ (427,378)	€ 36	€ 122,307	€ 693,784
Net loss					(127,218)			(127,218)
Other comprehensive income (net of tax)						18		18
Share-based compensation expense				15,342				15,342
Conversion of Class B shares	1,469	(14,692)		13,223				—
Issuance of common stock related to exercise of options and vesting of RSUs, net	187			(118)				69
Repurchase of common stock			(20,259)					(20,259)
Reissuance of treasury stock			299	(299)				—
Balance at December 31, 2022	€ 7,458	€ 142,486	€ (19,960)	€ 863,987	€ (554,596)	€ 54	€ 122,307	€ 561,736
Net loss					(164,476)			(164,476)
Other comprehensive income (net of tax)						21		21
Share-based compensation expense				9,505				9,505
Issuance of common stock related to exercise of options and vesting of RSUs	397			(32)				365
Withholding taxes on net share settlements of equity awards				(6,456)				(6,456)
Treasury stock retirement	(1,200)		19,960		(18,760)			—
Dividend paid to shareholders				(184,381)				(184,381)
Reclassification of share-based compensation expense from equity to liability				(1,290)				(1,290)
Balance at December 31, 2023	€ 6,655	€ 142,486	€ —	€ 681,333	€ (737,832)	€ 75	€ 122,307	€ 215,024

See notes to trivago N.V. consolidated financial statements

trivago N.V.

Consolidated statements of cash flows

(€ thousands)

	Year ended December 31,		
	2023	2022	2021
Operating activities:			
Net income/(loss)	€ (164,476)	€ (127,218)	€ 10,704
Adjustments to reconcile net income/(loss) to net cash provided by:			
Depreciation (property and equipment, internal-use software and website development)	4,421	5,996	8,213
Amortization of intangible assets	135	136	136
Goodwill and intangible assets impairment loss	196,127	184,642	—
Impairment of long-lived assets including internal-use software and website development	—	893	—
Share-based compensation	9,505	15,342	17,261
Deferred income taxes	(3,501)	(19,734)	8,856
Foreign exchange (gains)/losses	632	228	(1,554)
Expected credit losses, net	640	228	255
(Gain)/Loss on disposal of fixed assets	(18)	(6)	317
Gain from settlement of asset retirement obligation	—	—	(5)
Gain from lease termination and modification, net	—	—	(1,307)
Loss from equity method investment	221	401	—
Changes in operating assets and liabilities:			
Accounts receivable, including related party	6,691	(10,114)	(25,754)
Prepaid expenses and other assets	(3,565)	1,557	(2,510)
Accounts payable	(2,389)	5,291	6,897
Payroll liabilities	(935)	(835)	297
Accrued expenses and other liabilities	1,358	(677)	2,738
Deferred revenue	(513)	(485)	(576)
Taxes payable/receivable, net	(16,532)	10,623	8,568
Net cash provided by operating activities	€ 27,801	€ 66,268	€ 32,536
Investing activities:			
Purchase of investments	(25,225)	(50,000)	(1,351)
Proceeds from sales and maturities of investments	45,000	5,000	19,338
Business acquisition, net of cash acquired	—	—	(4,302)
Capital expenditures, including internal-use software and website development	(3,514)	(3,976)	(3,781)
Investment in equity-method investees	—	(5,951)	—
Proceeds from sale of fixed assets	28	17	114
Net cash provided by/(used in) investing activities	€ 16,289	€ (54,910)	€ 10,018
Financing activities:			
Proceeds from exercise of option awards	365	118	1,270
Payment of withholding taxes on net share settlements of equity awards	(6,380)	—	—
Repayment of other non-current liabilities	(46)	(112)	(217)
Purchases of treasury stock	—	(19,627)	—
Dividend paid to shareholders	(184,381)	—	—
Net cash provided by/(used in) financing activities	€ (190,442)	€ (19,621)	€ 1,053
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(385)	470	2,341
Net increase/(decrease) in cash, cash equivalents and restricted cash	€ (146,737)	€ (7,793)	€ 45,948
Cash, cash equivalents and restricted cash at beginning of year	248,926	256,719	210,771
Cash, cash equivalents and restricted cash at end of year	€ 102,189	€ 248,926	€ 256,719

	Year ended December 31,		
	2023	2022	2021
Supplemental cash flow information:			
Cash paid for interest	€ 12	€ 51	€ 383
Cash received for interest	5,271	397	174
Cash paid for taxes, net of (refunds)	32,985	9,436	(4,848)
Non-cash investing and financing activities:			
Fixed assets-related payable	—	—	3

See notes to *trivago N.V. consolidated financial statements*

trivago N.V.

Notes to the consolidated financial statements

1. Organization and basis of presentation

Description of business

trivago N.V., ("trivago" the "Company," "us," "we" and "our") and its subsidiaries offer online meta-search for hotel and accommodation through online travel agencies ("OTAs"), hotel chains and independent hotels. Our search-driven marketplace, delivered on websites and apps, provides users with a tailored search experience via our proprietary matching algorithms. We generally employ a 'cost-per-click' (or "CPC") pricing structure, allowing advertisers to control their own return on investment and the volume of lead traffic we generate for them or a 'cost-per-acquisition' (or "CPA") pricing structure, whereby an advertiser pays us a percentage of the booking revenues that ultimately result from a referral.

During 2013, the Expedia Group, Inc. (formerly Expedia, Inc., the "Parent" or "Expedia Group") completed the purchase of a controlling interest in the Company. As of December 31, 2023, Expedia Group's ownership interest and voting interest in trivago N.V. is 60.0% and 84.1%, respectively, and 61.2% and 84.3%, respectively, as of December 31, 2022.

Basis of presentation

Unless otherwise specified, "the Company" refers to trivago N.V. and its respective subsidiaries throughout the remainder of these notes.

These consolidated financial statements reflect Expedia Group's basis of accounting due to the change in control in 2013 when Expedia Group acquired a controlling ownership in trivago, as we elected the option to apply pushdown accounting in the period in which the change in control event occurred.

Certain amounts previously reported in the consolidated financial statements have been reclassified in the accompanying consolidated financial statements to conform to the current period's presentation, primarily to separately present interest income, which was previously classified as other net income on the statements of operations.

Seasonality

We experience seasonal fluctuations in the demand for our services as a result of seasonal patterns in travel. For example, searches and consequently our revenue are generally the highest in the first three quarters as travelers plan and book their spring, summer and winter holiday travel. Our revenue typically decreases in the fourth quarter. We generally expect to experience higher return on advertising spend in the first and fourth quarter of the year as we typically expect to advertise less in the periods outside of high travel seasons. Seasonal fluctuations affecting our revenue also affect the timing of our cash flows. We typically invoice once per month, with customary payment terms. Therefore, our cash flow varies seasonally with a slight delay to our revenue, and is significantly affected by the timing of our advertising spending. Changes in the relative revenue share of our offerings in countries and areas where seasonal travel patterns vary from those described above may influence the typical trend of our seasonal patterns in the future.

2. Significant accounting policies

Consolidation

Our consolidated financial statements include the accounts of trivago and entities we control. Intercompany balances and transactions have been eliminated in consolidation. We deconsolidate entities from our results of operations on the day when we lose control. Further, the equity method of

accounting is used for investments in associated companies in which we have a financial interest but do not have control over.

As of December 31, 2023 and December 31, 2022, there are no noncontrolling interest balances, as all subsidiaries of the Company are wholly-owned.

Accounting estimates

We use estimates and assumptions in the preparation of our consolidated financial statements in accordance with accounting principles generally accepted in the United States ("GAAP"). Preparation of the consolidated financial statements and accompanying notes requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities, 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. Our actual financial results could differ significantly from these estimates. The significant estimates underlying our consolidated financial statements include: leases, recoverability of goodwill and indefinite-lived intangible assets, income taxes, and share-based compensation.

Revenue recognition

We recognize revenues when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. We derive our revenues from the following streams:

Referral Revenue

We earn Referral Revenue using cost-per-click ("CPC") and cost-per-acquisition ("CPA") models. Both relate to fees earned on the display of a customer's (advertiser's) link on the trivago website.

CPC revenue is recognized after the traveler makes the click-through to the related advertiser's website. Control is deemed to have transferred at a point in time, being when the link or advertisement has been displayed and the click-through to the customer's website has occurred.

CPA revenue is recognized when the click-through to the related advertiser's website results in a booking, as control is deemed to have transferred at that point in time. We consider the performance obligation to be satisfied when the booking has occurred. The price that an advertiser pays for a click that results in a booking is based on a percentage of the booking revenue.

The prices per click for CPC and CPA advertising campaigns are negotiated in advance, thus, the amount to be recognized as revenue for the respective click is fixed and determinable when the performance obligation has been satisfied.

Most of our revenue is invoiced on a monthly basis after the performance obligation has been satisfied with payment terms between 10 to 30 days. For some advertisers we require prepayments.

Subscription Revenue

Revenue from subscription services is recognized ratably over the contract term, which is generally 12 months or less from the subscription commencement date. Customers may choose to be billed annually or monthly via Single Euro Payments Area ("SEPA") or credit card. The price per subscription is fixed and determinable when the contract commences.

Other Revenue

We also earn revenue by offering our advertisers business-to-business (B2B) solutions including: display advertisements, which are recognized as services are provided; access services, which are recognized based on the volume usage; and white label services, which are predominately recognized in accordance with CPC revenue. These revenue streams do not represent a significant portion of our revenue.

Deferred revenue

Deferred revenue relates to advanced payments received for services provided in future periods, primarily related to subscription services. At December 31, 2021, €2.2 million was recorded as deferred revenue, €2.1 million of which was recognized as revenue during the year ended December 31, 2022. At December 31, 2022, the deferred revenue balance was €1.7 million, €1.7 million of which was recognized as revenue during the year ended December 31, 2023. At December 31, 2023, the deferred revenue balance was €1.2 million.

Cost of revenue

Cost of revenue consists of expenses that are directly or closely correlated to revenue generation, including data center costs, third-party cloud-related service providers, salaries and share-based compensation for our data center operations staff and our customer service team who are directly involved in revenue generation. For the years ended December 31, 2023, 2022 and 2021, cost of revenue excludes €0.1 million each period, of amortization expense of acquired technology. For the years ended December 31, 2023, 2022 and 2021 cost of revenue excludes €3.1 million, €4.1 million and €5.0 million, respectively, of amortization expense related to internal use software and website development. Refer to footnote (2) of the consolidated statements of operations for amortization expense presentation within operating expenses.

Cash, cash equivalents and restricted cash

Our cash and cash equivalents include cash and liquid financial instruments, consisting of time deposit investments, with original maturities of three months or less when purchased.

Restricted cash includes cash and cash equivalents that is restricted through legal contracts. Our restricted cash primarily consists of funds held as guarantee in connection with our corporate lease. The carrying value of restricted cash approximates its fair value.

The following table reconciles cash, cash equivalents and restricted cash reported in our consolidated balance sheets to the total amount presented in our consolidated statements of cash flows:

(in thousands)	As of December 31,	
	2023	2022
Cash & cash equivalents	€ 101,847	€ 248,584
Restricted cash included within current assets	342	342
Total	€ 102,189	€ 248,926

Accounts receivable

Accounts receivable are generally due within 10 to 30 days and are recorded net of an allowance for expected credit losses. We consider accounts outstanding longer than the contractual payment terms as past due. The risk characteristics we generally review when analyzing our accounts receivable pools primarily include the type of receivable, collection terms and historical or expected credit loss patterns. For each pool, we make estimates for the allowance based on the current expected credit loss ("CECL") methodology by considering a number of factors, including the length of time trade accounts receivable are past due, previous loss history continually updated for new collections data, the credit quality of our customers, current economic conditions, reasonable and supportable forecasts of future economic conditions and other factors that may affect our ability to collect from customers. The provision for estimated credit losses is recorded as general and administrative expense in our consolidated statements of operations.

Investments

Our short-term investments consist of term deposit accounts and government bonds with original maturity of more than three but fewer than 12 months. Our long-term investments, classified as investments and other assets, consist of an equity-method investment and term deposits with maturity of more than one year.

Non-marketable equity investments

We account for non-marketable equity investments which we exercise significant influence but do not have control using the equity method. Under the equity method, investments are initially recognized at cost and adjusted to reflect the Company's interest in the investee's net earnings or losses, dividends received and other-than-temporary impairments. Losses are limited to the extent of the Company's investment in, advances to and commitments for the investee.

On a quarterly basis, we perform a qualitative assessment considering impairment indicators to evaluate whether these investments are impaired. Qualitative factors considered include industry and market conditions, financial performance, business prospects, and other relevant events and factors. When indicators of impairment exist, we prepare a quantitative assessment of the fair value of our equity investments, which may include using both the market and income approaches that require judgment and the use of estimates. When our assessment indicates that an impairment, that is also "other-than temporary", exists, we write down our non-marketable equity investments to fair value.

Property and equipment, net including software and website capitalization

We record property and equipment at cost, net of accumulated depreciation and amortization. We compute depreciation using the straight-line method over the estimated useful lives of the assets, which is generally three to eight years for computer equipment, capitalized software and software development cost and furniture and other equipment. We amortize leasehold improvements using the straight-line method, over the shorter of the estimated useful life of the improvement or the remaining term of the lease.

Certain direct development costs associated with website and internal-use software are capitalized during the application development stage. Capitalized costs include external direct costs of services and payroll costs. The payroll costs are for employees devoting time to the software development projects principally related to website and mobile app development, including support systems, software coding, designing system interfaces and installation and testing of the software. These costs are recorded as property and equipment and are generally amortized over a period of three years beginning when the asset is ready for use. Costs incurred that are expected to result in additional features or functionality are capitalized and amortized over the estimated useful life of the enhancements, which is generally a period of three years. Costs incurred during the preliminary project stage, as well as maintenance and training costs, are expensed as incurred.

Certain acquired software licenses and implementation costs are capitalized during the implementation stage. Capitalized costs include the license fee, external direct costs of services provided in regards to the implementation and customization of the software, and internal payroll costs for employees involved with the implementation process. These costs are recorded as property and equipment and are amortized over the license term when the asset is ready for use. Costs incurred during the preliminary project stage, as well as maintenance and training costs, are expensed as incurred.

Leases

We determine if an arrangement is a lease at inception. Our operating leases primarily comprises of office space which includes our campus building lease. The operating leases balances are included in operating lease right-of-use ("ROU") assets and operating lease liabilities on our consolidated balance sheets. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. The Company uses its estimated incremental borrowing rate as the discount rate in

measuring the present value of lease payments given the rate implicit in our leases is not typically readily determinable. Estimating the incremental borrowing rate requires assessing a number of inputs including an estimated synthetic credit rating, collateral adjustments and interest rates. The operating lease ROU asset is comprised of the initial operating lease liability, adjusted for any prepaid or deferred rent payments, unamortized initial direct costs, and lease incentives received. Our lease terms include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Payments under our operating leases are primarily fixed, however, certain of our operating lease agreements include rental payments which are adjusted periodically for inflation. We recognize these costs as variable lease costs in our consolidated statement of operations.

For operating leases with a term of one year or less, we have elected to not recognize a lease liability or ROU asset on our consolidated balance sheet. Instead, we recognize the lease payments as expense on a straight-line basis over the lease term. Short-term lease costs are immaterial to our consolidated statements of operations and cash flows.

We have lease agreements with insignificant non-lease components and have elected the practical expedient to combine and account for lease and non-lease components as a single lease component.

Additionally, we have entered into subleases for unoccupied leased office space. We recognize sublease payments on a straight-line basis over the term of the sublease.

Business combinations

We assign the value of the consideration transferred to acquire a business to the tangible assets and identifiable intangible assets acquired and liabilities assumed on the basis of their fair values at the date of acquisition. Any excess purchase price over the fair value of the net tangible and intangible assets acquired is allocated to goodwill. Adjustments may be made to the preliminary purchase price allocation when facts and circumstances that existed on the date of the acquisition become known during the measurement period subsequent to the preliminary purchase price allocation, not to exceed one year from the date of acquisition. When determining the fair values of assets acquired and liabilities assumed, management makes significant estimates and assumptions, especially with respect to intangible assets. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates.

Recoverability of goodwill and indefinite-lived intangible assets

Goodwill: Goodwill is assigned to our three reporting units, which correspond to our three operating segments, on the basis of their relative fair values. We assess goodwill for impairment annually as of September 30th, or more frequently, if events and circumstances indicate that an impairment may have occurred. In the evaluation of goodwill for impairment, we typically first perform a qualitative assessment to determine whether it is more likely than not that the fair value of each reporting unit is less than its carrying amount, followed by performing a quantitative assessment by comparing the fair value of the reporting unit to the carrying value, if necessary. Periodically, we may elect to bypass the initial qualitative assessment and proceed directly to the quantitative goodwill impairment test. An impairment charge is recorded based on the excess of the reporting unit's carrying amount over its fair value.

We generally base the measurement of fair value of our three reporting units on a blended analysis of the present value of future discounted cash flows and market valuation approach. The discounted cash flows model indicates the fair value of the reporting unit based on the present value of the cash flows that we expect the reporting unit to generate in the future. Our significant estimates in the discounted cash flows model include our weighted average cost of capital, revenue growth rates, profitability of our business and long-term rate of growth. The market valuation approach indicates the fair value of the business based on a comparison of the reporting unit to comparable publicly traded firms in similar lines of business. Our significant estimates in the market approach model include identifying similar companies with comparable business factors, such as size, growth, profitability, risk and return on investment, assessing comparable

revenue and operating income multiples and the control premium applied in estimating the fair value of the reporting unit.

We believe the weighted use of discounted cash flows and market approach is the best method for determining the fair value of our reporting units because these are the most common valuation methodologies used within the travel and Internet industries; and the blended use of both models compensates for the inherent risks associated with either model if used on a stand-alone basis.

In addition to measuring the fair value of our reporting units as described above, we consider the combined fair values of our reporting units and corporate-level assets and liabilities in relation to the Company's total fair value of equity as of the assessment date, which assumes our fully diluted market capitalization, using either the stock price on the valuation date or the average stock price over a range of dates around the valuation date, plus an estimated acquisition premium which is based on observable transactions of comparable companies.

Indefinite-lived intangible assets: We assess indefinite-lived intangible assets for impairment annually as of September 30th, or more frequently, if events and circumstances indicate that an impairment may have occurred. In our evaluation of our indefinite-lived intangible assets, we typically first perform a qualitative assessment to determine whether the fair value of the indefinite-lived intangible assets is more likely than not impaired. If so, we perform a quantitative assessment and an impairment charge is recorded for the excess of the carrying value of the indefinite-lived intangible assets over the fair value. Periodically, we may elect to bypass the initial qualitative assessment and proceed directly to the quantitative impairment test of indefinite-lived intangible assets. We base our measurement of the fair value of our indefinite-lived intangible assets, which consist of trade name, trademarks and domain names, on the relief-from-royalty method. This method assumes that the trade name and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate future revenue for the brand, the appropriate royalty savings rate and an applicable discount rate.

Recoverability of intangible assets with definite lives and other long-lived assets

Intangible assets with definite lives and other long-lived assets are carried at cost and are amortized on a straight-line basis over their estimated useful lives of generally less than seven years. We review the carrying value of long-lived assets or asset groups, including property and equipment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Factors that would necessitate an impairment assessment include a significant adverse change in the extent or manner in which an asset is used, a significant adverse change in legal factors or the business climate that could affect the value of the asset, or a significant decline in the observable market value of an asset, among others. If such facts indicate a potential impairment, we would assess the recoverability of an asset group by determining if the carrying value of the asset group exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the primary asset in the asset group. If the recoverability test indicates that the carrying value of the asset group is not recoverable, we will estimate the fair value of the asset group using appropriate valuation methodologies, which would typically include an estimate of discounted cash flows. Any impairment would be measured as the difference between the asset group's carrying amount and its estimated fair value.

Income taxes

We record income taxes under the liability method. Deferred tax assets and liabilities reflect our estimation of the future tax consequences of temporary differences between the carrying amounts of assets and liabilities for book and tax purposes. We determine deferred income taxes based on the differences in accounting methods and timing between financial statement and income tax reporting. Accordingly, we determine the deferred tax asset or liability for each temporary difference based on the enacted tax rates expected to be in effect when we realize the underlying items of income and expense. We consider many factors when assessing the likelihood of future realization of our deferred tax assets, including our recent earnings experience by jurisdiction, expectations of future taxable income, and the

carryforward periods available to us for tax reporting purposes, as well as other relevant factors. We may establish a valuation allowance to reduce deferred tax assets to the amount we believe is more likely than not to be realized. Due to inherent complexities arising from the nature of our businesses, future changes in income tax law, tax sharing agreements or variances between our actual and anticipated results of operations, we make certain judgments and estimates. Therefore, actual income taxes could materially vary from these estimates.

We account for uncertain tax positions based on a two-step process of evaluating recognition and measurement criteria. The first step assesses whether the tax position is more likely than not to be sustained upon examination by the tax authority, including resolution of any appeals or litigation, based on the technical merits of the position. If the tax position meets the more likely than not criteria, the portion of the tax benefit greater than 50% likely to be realized upon settlement with the tax authority is recognized in the financial statements. Interest and penalties related to uncertain tax positions are classified in the financial statements as a component of income tax expense.

Presentation of taxes in the statements of operations

We present taxes that we collect from advertisers and remit to government authorities on a net basis in our consolidated statements of operations.

Interest income

Interest income presented in our consolidated statements of operations primarily consists of interest earned on our term deposits held with financial institutions and interest earned on our bank accounts.

Foreign currency translation and transaction gains and losses

The consolidated financial statements have been prepared in euros, the reporting currency. Certain of our operations outside of the Eurozone use the local currency as their functional currency. We translate revenue and expense at average exchange rates during the period and assets and liabilities at the exchange rates as of the consolidated balance sheet dates and include such foreign currency translation gains and losses as a component of other comprehensive income.

Due to the nature of our operations and our corporate structure, we also have subsidiaries that have transactions in foreign currencies other than their functional currency. We record transaction gains and losses in our consolidated statements of operations related to the recurring remeasurement and settlement of such transactions.

Foreign currency transaction gains and losses presented within other income and expense, other, net for the years ended December 31, 2023, 2022 and 2021 were as follows:

(in thousands)	As of December 31,		
	2023	2022	2021
Foreign exchange gains/(losses), net	€ (632)	€ (228)	€ 1,554

Advertising expense

We incur advertising expense consisting of offline costs, including television and radio advertising expense, online advertising expense, as well as sponsorship and endorsement expense, in order to promote our brands. A significant portion of traffic from users is directed to our websites through our participation in display advertising campaigns on search engines, advertising networks, affiliate websites and social networking sites. We consider traffic acquisition costs to be indirect advertising fees. We expense the production costs associated with advertisements in the period in which the advertisement first takes place. We expense the costs of communicating the advertisement (e.g., television airtime) as incurred each time the advertisement is shown. These costs are included in selling and marketing expense in our consolidated statements of operations.

Share-based compensation

Share-based compensation expense relates to stock awards granted in connection with the Omnibus Incentive Plan, as further discussed in *Note 9 - Share-based awards and other equity instruments*. For certain employee awards classified as liabilities, we remeasure these instruments at fair value at the end of each reporting period, representing the portion of the requisite service period rendered, until the award is settled. Forfeitures are accounted for in the period that the award is forfeited.

Share Options: The majority of our share options are service-based awards. We also grant awards that contain performance conditions which vest upon achievement of certain company-based targets and awards which contain market conditions which vest upon achievement of certain market-based targets, in addition to containing service conditions. The fair value of share options accounted for as equity settled transactions is measured at the grant date (or modification date, if applicable) using an appropriate valuation model, including the Black-Scholes option pricing model and, for awards that contain market-based vesting conditions, the Monte Carlo simulation pricing model. The majority of our share option awards vest between one and three years.

Restricted Stock Units: We grant Restricted Stock Units ("RSUs"), which are stock awards entitling the holder to shares of common stock as the award vests. For RSU awards with only service-based vesting conditions, we measure the value of RSUs at fair value based on the number of shares granted and the quoted price of our common stock at the date of grant. For RSU awards which contain market conditions, we estimate the fair value using the Monte Carlo simulation model. The majority of our RSU awards vest between one and three years.

We amortize the fair value of service-based awards, net of actual forfeitures, as share-based compensation expense over the vesting term on a straight-line basis.

Performance and Market-Based Awards.

Awards with company-based performance conditions are assessed to determine the probability of the award vesting. If assessed as probable, we record compensation expense for these awards over the total performance and service period using the accelerated method. At each reporting period, we reassess the probability of achieving the performance targets, which requires judgment. In the event that actual results or updated estimates differ from our current estimates, the cumulative effect on current and prior periods of those changes will be recorded in the period in which estimates are revised, or the change in estimate will be applied prospectively depending on whether the change affects the estimate of total compensation cost to be recognized. The ultimate number of shares issued and the related compensation expense recognized will be based on a comparison of the final performance metrics to the specified targets.

For awards with market conditions, the probabilities of the actual number of awards expected to vest is reflected in the grant date fair values. Compensation expense for these awards is recognized over the service period using the accelerated method.

The valuation models used incorporate various assumptions including expected volatility of equity, expected term and risk-free interest rates. The expected volatility is based on historical volatility of our common stock. We use the simplified method in determining the term by using the midpoint between the vesting date and the end of the contractual term. The simplified method was used as we do not have sufficient reliable historical term data available. The share price assumption used in the model is based on our publicly traded share price on the date of grant.

Estimates of fair value are not intended to predict actual future events or the value ultimately realized by employees who receive these awards, and subsequent events are not indicative of the reasonableness of our original estimates of fair value.

Reserves available for dividend distribution

Under Dutch law, we may only pay dividends to the extent that our shareholders' equity (*eigen vermogen*) exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained under Dutch law or by our articles of association (although we note that, presently, we are not required by

our articles of association to maintain reserves in addition to those which we must maintain under Dutch law). Refer to *Note 11 - Stockholders' equity* for further discussion on the distribution of the one-time extraordinary dividend paid in November 2023.

Subject only to such restrictions, any future determination to pay dividends will be at the discretion of our management board. In making a determination to pay dividends, the management board must act in the interests of our company and its business, taking into account relevant interests of our shareholders and other factors that our management board considers relevant, including our results of operations, financial condition, and future prospects.

For the years ended December 31, 2023 and 2022, our reserves restricted for dividend distribution were €154.6 million and €155.2 million, respectively.

Fair value recognition, measurement and disclosure

The carrying amounts of cash and cash equivalents, restricted cash and short-term investments reported on our consolidated balance sheets approximate fair value as we maintain them with various high-quality financial institutions. Our accounts receivable are short-term in nature and their carrying value generally approximates fair value.

We disclose the fair value of our financial instruments based on the fair value hierarchy using the following three categories:

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

Level 2 - Valuations based on observable inputs other than quoted 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 based on unobservable inputs reflecting the Company's own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

Certain risks and concentration of credit risk

Our business is subject to certain risks and concentrations including dependence on relationships with our advertisers, dependence on third-party technology providers, and exposure to risks associated with online commerce security. Our concentration of credit risk relates to depositors holding our cash and customers with significant accounts receivable balances.

Our customer base includes primarily OTAs, hotel chains and independent hotels. We perform ongoing credit evaluations of our customers and maintain allowances for potential credit losses. We generally do not require collateral or other security from our customers. Expedia Group, our controlling shareholder, and its affiliates represent 36%, 32% and 25%, respectively, of revenues for the years ended December 31, 2023, 2022 and 2021 and 45% and 49% of total accounts receivable as of December 31, 2023 and 2022. Booking Holdings and its affiliates represent 43%, 49% and 54%, respectively, of revenues for the years ended December 31, 2023, 2022 and 2021 and 25% and 30%, respectively, of total accounts receivable as of December 31, 2023 and 2022.

Contingent liabilities

From time to time, we may be involved in various claims and legal proceedings relating to claims arising out of our operations, as discussed further in *Note 13 - Commitments and contingencies*. Periodically, and at year end, we review the status of all significant outstanding matters to assess the 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 disclosure 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 financial statements. Significant judgment is

required to determine the probability that a liability has been incurred and whether such liability is reasonably estimable. We base accruals made on the best information available at the time, which can be highly subjective. The final outcome of these matters could vary significantly from the amounts included in the accompanying consolidated financial statements.

Government Grants

Government grants are recognized when there is reasonable assurance that the Company will comply with any conditions attached to the grant and the grant will be received. A government grant that compensates for expenses incurred is recognized in our consolidated statements of operations as a deduction from relevant expenses on a systematic basis in the periods in which the expenses are recognized. A government grant that becomes receivable for costs already incurred or for the purpose of giving immediate financial support to the Company, with no future related costs, is recognized as income in the period in which it becomes receivable.

During the year ended December 31, 2021, we took advantage of a COVID-19 subsidy program and received a €12.0 million grant from the German government. The German government provided this assistance to compensate for losses incurred as a result of the pandemic. The grant was recognized as other income and presented within the line item other, net in our consolidated statements of operations.

Treasury stock

The Company records the repurchase of shares of its common stock at cost on the trade date of the transaction. These shares are considered treasury stock, which is a reduction to stockholders' equity.

Treasury stock is included in authorized and issued shares but is not considered outstanding for share count purposes, therefore is excluded from average common shares outstanding for basic and diluted earnings per share.

Treasury stock is held for the purpose of reissuance under share-based compensation plans or capital reduction (retirement). When treasury stock is reissued any gains are included as part of additional paid-in capital. Losses upon reissuance reduce additional paid-in capital to the extent that previous net gains from the same class of stock have been recognized and any losses above that are recognized as part of retained earnings (accumulated deficit). We use the first-in-first-out purchase cost to determine the cost of the treasury stock that is reissued. If treasury stock is retired, any cost in excess of par value will be recorded to retained earnings (accumulated deficit).

Adoption of new accounting pronouncements

Measurement of Credit Losses on Financial Instruments. As of January 1, 2023, we have prospectively adopted ASU 2022-02, which expands certain disclosure requirements for public business entities to include the current-period gross write-offs by year of origination for financing receivables and net investment in leases. Past due trade receivables written off that originate on our prior periods are typically not material. The adoption of this new guidance did not have a material impact to our consolidated financial statements.

Codification Improvements. In July 2023, the Financial Accounting Standards Board ("FASB") issued ASU 2023-03 which did not prescribe any new accounting guidance, but instead made minor improvements and clarifications on several different FASB ASC topics based on comments and suggestions made by various stakeholders and published SEC Staff Accounting Bulletins. The codification improvements applicable to us were adopted effective immediately. The adoption of the new guidance did not have a material impact on our consolidated financial statements.

Recent accounting pronouncements not yet adopted

Segment Reporting. In November 2023, the FASB issued ASU 2023-07, which modifies the disclosure and presentation requirements of reportable segments. The new guidance requires the disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit and loss. In addition, the new guidance enhances interim disclosure requirements, clarifies circumstances in which an entity can disclose multiple

segment measures of profit or loss, provides new segment disclosure requirements for entities with a single reportable segment, and contains other disclosure requirements. The update is effective for annual periods beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We are in the process of evaluating the impact of adopting this new guidance on our consolidated financial statement disclosures.

Income Taxes. In December 2023, the FASB issued ASU 2023-09 to improve its income tax disclosure requirements. Under the new guidance, public business entities must annually disclose specific categories in the rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold (if the effect of those reconciling items is equal to or greater than 5 percent of the amount computed by multiplying pretax income (loss) by the applicable statutory income tax rate). The new standard is effective for fiscal years beginning after December 15, 2024. We are in the process of evaluating the impact of adopting this new guidance on our consolidated financial statement disclosures.

3. Acquisitions and other investments

Acquisitions

Effective January 12, 2021, we acquired 100% of weekengo GmbH ("Weekengo") shares for €6.7 million from former shareholders and the domain and related trademark for €0.7 million from a former shareholder, for an aggregate cash purchase price of €7.4 million. Weekengo is a company based in Germany that operates the online travel search website "weekend.com", which specializes in optimizing the delivery of search results for direct flights and hotel packages with a short-trip focus.

In the fourth quarter of 2021, we recorded a measurement period adjustment to the provisional amount recognized of deferred income taxes to reflect information that became known to management regarding facts and circumstances that existed as of the acquisition date. The adjustment resulted in an increase in deferred tax assets of €1.5 million, attributable to tax losses carried forward, which was offset by €0.3 million of deferred tax liabilities attributable to fair value adjustment on capitalized software and software development costs. The €1.2 million net increase in deferred tax assets resulted in a corresponding decrease to goodwill. The adjustment did not result in an impact to our consolidated statements of operations. As of December 31, 2021, our purchase price allocation was complete.

Revenues from Weekengo included in the Company's consolidated statements of operations for the year ended December 31, 2021 were €0.2 million. Net loss from Weekengo included in the Company's consolidated statements of operations for the same period was €2.3 million. The Company did not incur material transaction costs with respect to the Weekengo acquisition during the year ended December 31, 2021.

The Weekend product was discontinued during 2022 following a strategic shift in focus. As a result of the discontinuation, we recognized expenses of €0.5 million for costs related to software contracts that service the WEEKEND.com domain within operating expenses in our consolidated statements of operations for the year ended December 31, 2022.

Other investments

On April 28, 2022 (the "closing date"), we entered into an investment for a 20.8% (15.5% fully-diluted by share options) ownership interest in UBIO Limited ("UBIO") for €5.9 million. UBIO is a software company that develops robotic automation technology. trivago has the ability to exercise significant influence over UBIO through our representation on UBIO's Board of Directors, where we hold one of five seats. trivago does not have any rights, obligations or any relationships with regards to the other investors of UBIO.

Our investment in UBIO is accounted for as an equity method investment. As of the closing date, the carrying value of our equity method investment in UBIO was approximately €5.8 million higher than our share of interest in UBIO's underlying net assets. Of this basis difference, €2.2 million relates to intangible assets that will be amortized over the intangible assets' useful life, €(0.4) million relates to tax basis differences to be recovered where appropriate and the remaining amount of €4.0 million relates to equity

method goodwill recognized as part of the overall investment account balance. The equity method goodwill recognized is not amortized. Refer to *Note 14 - Related party transactions* for related party considerations arising from UBIO.

4. Fair value measurement

Financial assets measured at fair value on a recurring basis are classified using the fair value hierarchy in the table below:

As of December 31, 2023	Total		Level 2	
(in thousands)				
Assets				
Cash equivalents:				
Term deposits	€	64,123	€	64,123
Short-term investments				
Term deposits		25,225		25,225
Investments and other assets:				
Term deposits		1,351		1,351
Total	€	90,699	€	90,699

As of December 31, 2022	Total		Level 2	
(in thousands)				
Assets				
Cash equivalents:				
Term deposits	€	159,000	€	159,000
Short-term investments				
Term deposits		45,000		45,000
Investments and other assets:				
Term deposits		1,351		1,351
Total	€	205,351	€	205,351

We value our financial assets using quoted market prices or alternative pricing sources and models utilizing market observable inputs.

We hold term deposit investments with financial institutions. We classify our term deposits within Level 2 in the fair value hierarchy because they are valued at amortized cost, which approximates fair value. Term deposits with a maturity of less than three months are classified as cash equivalents, those with a maturity of more than three months but less than one year are classified as short-term investments and those with a maturity of more than one year are classified as investments and other assets.

Investments in term deposits with a maturity of more than one year are restricted by long-term obligations related to the campus building.

Assets measured at fair value on a non-recurring basis

Our non-financial assets, such as goodwill, intangible assets and investments accounted under the equity method are adjusted to fair value when an impairment charge is recognized or the underlying investment is sold. Such fair value measurements are based predominately on Level 3 inputs.

Goodwill and intangible assets

For the years ended December 31, 2023 and 2022, we recorded goodwill impairments of €181.9 million and €104.6 million, respectively, and indefinite-lived intangible asset impairments of €14.2 million and €80.0 million, respectively.

Goodwill is assigned to our three reporting units on the basis of their relative fair values. The fair value of each reporting unit was estimated using a blended analysis of the present value of future discounted cash flows and market valuation approach using Level 3 inputs. We base our measurement of the fair value of our indefinite-lived intangible assets, which consist of trade name, trademarks, and domain names using the relief-from royalty method. This method uses Level 3 inputs including projected revenues, discount rate and a royalty savings rate which ranged from 3% to 4%. See *Note 8 - Goodwill and intangible assets, net*.

5. Prepaid expenses and other current assets

(in thousands)	As of December 31,	
	2023	2022
Prepaid advertising	€ 6,429	€ 6,284
Other prepaid expenses	4,393	2,035
Other assets	210	350
Total	€ 11,032	€ 8,669

In January 2021, we entered into a long-term marketing sponsorship agreement for various marketing rights. The final contractual installment payment under our long-term marketing sponsorship agreement was paid and €4.0 million has been included within prepaid advertising in the above table as of December 31, 2023.

6. Property and equipment, net

(in thousands)	As of December 31,	
	2023	2022
Leasehold improvements	€ 4,117	€ 6,865
Capitalized software and software development costs	30,065	28,867
Computer equipment	15,375	15,916
Furniture and fixtures	2,999	3,045
Subtotal	52,556	54,693
Less: accumulated depreciation	42,477	42,175
Construction in process	—	557
Property and equipment, net	€ 10,079	€ 13,075

Our headquarters in Düsseldorf, Germany is accounted for as an operating lease, and consequently the operating lease right-of-use ("ROU") assets and operating lease liabilities are recognized on our consolidated balance sheets (see *Note 2 - Significant accounting policies - Leases* and *Note 7 - Leases* for further information).

Pursuant to the amendment of the operating lease agreement for office space signed in January 2021, the Company sold and transferred long-lived assets with a net book value of €2.1 million to the landlord in the quarter ended June 30, 2023. This transaction is offset by the lease termination penalty payment to the landlord of €2.3 million. The net amount is recorded in accrued expenses and other current liabilities

in the consolidated balance sheet as of December 31, 2023. There was no significant gain/loss recorded on the sale of these fixed assets. See *Note 7 - Leases* for additional details on the transaction.

As of December 31, 2023 and 2022, our internally developed capitalized software and acquired software development costs, net of accumulated amortization, were €5.4 million and €5.3 million, respectively. During the year ended December 31, 2022, we recorded an impairment of €0.9 million related to acquired software and internally capitalized software development costs. We recognized the loss on impairment within our operating expenses.

As of December 31, 2023 and 2022, our computer equipment costs, net of accumulated amortization, were €0.8 million and €1.3 million, respectively.

7. Leases

We have operating leases for office space and office equipment. Our leases have remaining lease terms of less than two years to 14 years, inclusive of options to extend the lease for up to ten years.

Operating lease costs were €4.2 million, €4.9 million and €5.1 million for the years ended December 31, 2023, 2022 and 2021, respectively. Variable lease costs of €0.4 million and €0.2 million for the years ended December 31, 2023 and 2022 include cost-of-living index adjustments. Variable lease costs of €0.4 million for the year ended December 31, 2021 include short payment of rent to the landlord on account of defects identified in the office space in our corporate headquarters and cost-of-living index adjustments. The Company also had subleases mainly for office space under agreements which were terminated by the end of 2021; however, in 2022, we entered into a new sublease agreement for our Barcelona office space. Sublease income from such agreements was €0.1 million for the years ended December 31, 2023, 2022 and 2021.

On January 29, 2021, we entered into an amendment to the operating lease agreement for office space in our corporate headquarters, whereby the landlord agreed to grant us partial termination of the lease related to certain floor spaces. We surrendered the remainder of the leased space subject to the termination on May 31, 2023 for a €2.3 million penalty payment to the landlord. The penalty is offset by a sale of long-lived assets which were transferred to the landlord as a part of this transaction, see *Note 6 - Property and equipment, net* for additional details.

Supplemental information related to operating leases was as follows:

(in thousands)	As of December 31,			
	2023		2022	
Cash paid for amounts included in the measurement of operating lease liabilities	€	3,722	€	3,828

Supplemental consolidated balance sheet information related to leases were as follows:

(in thousands)	As of December 31,				
		2023		2022	
Operating lease right-of-use assets	€	42,273	€	45,028	
Current operating lease liabilities	€	2,301	€	4,538	
Long-term operating lease liabilities	€	38,434	€	40,729	
Total operating lease liabilities	€	40,735	€	45,267	
Weighted average remaining lease term		14.4 years		14.6 years	
Weighted average discount rate		3.4 %		3.4 %	

Maturities of operating lease liabilities are as follows:

(in thousands)	Year ended December 31,	
		2023
2024	€	3,656
2025		3,640
2026		3,560
2027		3,560
2028		3,560
2029 and thereafter		33,520
Total lease payments		51,496
Less: imputed interest		(10,761)
Total	€	40,735

8. Goodwill and intangible assets, net

The following table presents our goodwill and intangible assets as of December 31, 2023 and 2022:

(in thousands)	Year ended December 31,				
		2023		2022	
Goodwill	€	—	€	181,927	
Intangible assets with indefinite lives		75,345		89,545	
Intangible assets with definite lives, net		269		404	
Total	€	75,614	€	271,876	

Impairment Assessment

For the year ended December 31, 2023, we performed a quantitative impairment assessment for our annual impairment test as of September 30th. As a result, a cumulative goodwill and indefinite-lived intangible assets impairment charge of €196.1 million was recorded. We recorded impairment charges to the Developed Europe and Americas reporting unit goodwill balances of €95.5 million and €86.5 million, respectively which eliminated the goodwill balances in these reporting units. The impairment was driven by adjustments made to our profitability outlook arising from the announced strategy shift to long-term growth, share price decline during the third quarter of 2023, uncertainty in our operating environment, and the continued uncertainty in respect of the overall economic environment. We also performed a quantitative impairment assessment for our annual indefinite-lived intangible assets as of September 30th resulting in an impairment charge of €14.2 million.

For the year ended December 31, 2022, we performed two quantitative impairment assessments. Concurrently with our second quarter and annual goodwill impairment assessments in 2022, we also performed quantitative impairment assessments for our indefinite-lived intangible assets. We recorded a cumulative goodwill impairment charge of €104.6 million to our Developed Europe reporting unit and a cumulative impairment charge of €80.0 million to our indefinite-lived intangible assets for the year ended December 31, 2022. The impairments recorded in the prior year were due to deteriorating macroeconomic conditions, including rising interest rates, increased inflation and more uncertainty in respect of the overall economic environment which led to a shift in the Company's internal priorities beginning in the second quarter of 2022.

During the goodwill impairment assessments performed, we compared the fair values of our reporting units to their carrying values. The fair value estimates for all reporting units were based on a blended analysis of the present value of future discounted cash flows and market value approach. The significant estimates used in the discounted cash flows model included our weighted average cost of capital, revenue growth rates, profitability of our business and long-term rate of growth. Our significant estimates in the market approach model included identifying similar companies with comparable business factors such as size, growth, profitability, risk and return on investment, assessing comparable revenue and earnings multiples and the control premium applied in estimating the fair values of the reporting units.

During the indefinite-lived intangible asset impairment assessments performed, we base our measurement of the fair value using the relief-from-royalty method. This method assumes that the trade name and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. This method requires us to estimate future revenue for the brand, the appropriate royalty savings rate and an applicable discount rate.

Goodwill

The following table presents the changes in goodwill by reporting segment:

(in thousands)	Developed Europe		Americas		Rest of World		Total	
Balance as of January 1, 2022	€	200,067	€	86,472	€	—	€	286,539
Foreign exchange translation		26		4		—		30
Impairment charge		(104,642)		—		—		(104,642)
Balance as of December 31, 2022	€	95,451	€	86,476	€	—	€	181,927
Balance as of January 1, 2023	€	95,451	€	86,476	€	—	€	181,927
Impairment charge		(95,451)		(86,476)		—		(181,927)
Balance as of December 31, 2023	€	—	€	—	€	—	€	—

As of December 31, 2023 and 2022, we had accumulated impairment losses for goodwill of €494.2 million and €312.3 million, respectively.

Intangible Assets with Indefinite Lives

Our indefinite-lived intangible assets relate principally to trade names, trademarks and domain names.

As of December 31, 2023 and 2022, we have accumulated impairment losses for indefinite-lived intangible assets of €94.2 million and €80.0 million, respectively.

Intangible Assets with Definite Lives

The following table presents the components of our intangible assets with definite lives as of December 31, 2023 and 2022:

(in thousands)	December 31, 2023			December 31, 2022		
	Cost	(Accumulated Amortization)	Net	Cost	(Accumulated Amortization)	Net
Trademark/domain	€ 675	€ (406)	€ 269	€ 675	€ (271)	€ 404
Total	€ 675	€ (406)	€ 269	€ 675	€ (271)	€ 404

Amortization expense was €0.1 million for both years ended December 31, 2023 and 2022. The estimated future amortization expense related to intangible assets with definite lives as of December 31, 2023, assuming no subsequent impairment of the underlying assets, will be €0.1 million for each of the two succeeding fiscal years.

9. Share-based awards and other equity instruments

2016 Omnibus Incentive Plan

In connection with our IPO, we established the trivago N.V. 2016 Omnibus Incentive Plan, which we refer to as the 2016 Plan, with the purpose of giving us a competitive advantage in attracting, retaining and motivating officers, employees, management board members, supervisory board members, and/or consultants by providing them incentives directly linked to shareholder value. The maximum number of Class A shares available for issuance under the 2016 Plan as of December 31, 2023 are 59,635,698 Class A shares, which does not include any Class B share conversions. Class A shares issuable under the 2016 Plan are represented by ADSs for such Class A shares.

The 2016 Plan is administered by a committee of at least two members of our supervisory board, which we refer to as the plan committee. The plan committee must approve all awards to directors. Our management board may approve awards to eligible recipients other than directors, subject to annual aggregate and individual limits as may be agreed by the supervisory board. Subject to applicable law or the listing standards of the applicable exchange, the plan committee may delegate to other appropriate persons the authority to grant equity awards under the 2016 Plan to eligible award recipients. Management board members, supervisory board members, officers, employees and consultants of the company or any of our subsidiaries or affiliates, and any prospective directors, officers, employees and consultants of the company who have accepted offers of employment or consultancy from the company or our subsidiaries or affiliates are eligible for awards under the 2016 Plan.

Awards include options, performance-based stock options, share appreciation rights, restricted stock units, performance-based stock units and other share-based and cash-based awards. Awards may be settled in stock or cash. The option exercise price for options under the 2016 Plan can be less than the fair market value of a Class A share as defined in the 2016 Plan on the relevant grant date. To the extent that listing standards of the applicable exchange require the company's shareholders to approve any repricing of options, options may not be repriced without shareholder approval. Options and share appreciation rights shall vest and become exercisable at such time and pursuant to such conditions as determined by the plan committee and as may be specified in an individual grant agreement. The plan committee may at any time accelerate the exercisability of any option or share appreciation right. Restricted shares may vest based on continued service, attainment of performance goals or both continued service and performance goals. The plan committee at any time may waive any of these vesting conditions.

Options and share appreciation rights will have a term of not more than ten years. The 2016 Plan has a ten year term, although awards outstanding on the date the 2016 Plan terminates will not be affected by the termination of the 2016 Plan. We issue new shares or reissue treasury shares held to satisfy the exercise or settlement of share-based awards.

The following table presents a summary of our share option activity:

	Options	Weighted average exercise price (in €)	Remaining contractual life (In years)	Aggregate intrinsic value (€ in thousands)
Balance as of January 1, 2023	27,357,798	2.30	10	23,179
Granted	20,879,816	0.63		
Exercised ⁽¹⁾	12,276,176	0.06		
Cancelled	5,043,983	0.76		
Balance as of December 31, 2023	30,917,455	2.25	7	3,074
Exercisable as of December 31, 2023	7,978,490	7.00	9	377

⁽¹⁾ Inclusive of 6,407,312 options withheld due to net share settlements to satisfy required employee tax withholding requirements. Potential shares which had been convertible under options that were withheld under net share settlements remain in the authorized but unissued pool under the 2016 Omnibus Incentive Plan and can be issued 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 consolidated statements of cash flows.

The total intrinsic value of stock options exercised was €12.4 million, €3.1 million and €10.8 million for the years ended December 31, 2023, 2022 and 2021.

The following table summarizes information about share options vested and expected to vest as of December 31, 2023:

Fully Vested and Expected to Vest	Options	Weighted average exercise price (in €)	Remaining contractual life (In years)	Aggregate intrinsic value (€ in thousands)
Outstanding	22,757,455	2.83	7	2,294
Currently Exercisable	7,978,490	7.00	9	377

The following table presents a summary of our restricted stock units (RSUs):

	RSUs	Weighted Average Grant Date Fair Value (in €)	Remaining contractual life (in years)
Balance as of January 1, 2023	2,972,024	1.94	6
Granted	1,446,392	1.57	
Vested ⁽¹⁾	1,092,205	1.85	
Cancelled	1,123,436	1.69	
Balance as of December 31, 2023	2,202,775	1.79	6

⁽¹⁾ Inclusive of 310,268 RSUs withheld due to net share settlements to satisfy required employee tax withholding requirements. Potential shares which had been convertible under RSUs that were withheld under net share settlements remain in the authorized but unissued pool under the 2016 Omnibus Incentive Plan and can be issued 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 consolidated statements of cash flows.

On July 11, 2022, 2,032,743 market-based awards made to our management board were cancelled resulting in the remaining unrecognized compensation cost for the cancelled awards to be accelerated and recognized as share-based compensation expense on the date of cancellation.

On May 9, 2023, 8,160,000 market-based and 12,240,000 service-based options were granted to the new Managing Directors appointed at the annual general meeting of shareholders held on June 30, 2023. The

market-based awards cliff vest at the end of the performance period on June 30, 2027. The market condition is based upon trivago's volume-weighted average share price, which determines the number of shares earned. The service-based options vest annually over three years beginning on June 30, 2024 in equal increments.

Also on May 9, 2023, our former CEO resigned and concurrently signed an agreement to provide substantive consultancy services. As a result, a modification was made to the vesting conditions for the outstanding market-based and service-based options. As the modification date fair values of the unvested awards were lower than the original grant date fair values, we recorded a €1.3 million reduction in general and administrative compensation expense during the second quarter of 2023. Additionally, in accordance with our accounting policy to record forfeitures as they occur, we recorded a €1.0 million reduction in general and administrative compensation expense during the fourth quarter of 2023 as the consultancy agreement ended on December 31, 2023.

On October 3, 2023, our CFO signed an agreement to provide substantive consultancy services subsequent to his termination date of December 31, 2023. As a result, a modification was made to the vesting conditions for the outstanding market-based and service-based options. As the modification date fair values of the unvested awards were lower than the original grant date fair values, we recorded a €0.3 million reduction in general and administrative compensation expense during the fourth quarter of 2023.

On November 2, 2023, the Compensation Committee resolved to modify certain awards pursuant to the authority granted to it under the 2016 Plan to make adjustments in the event of an extraordinary dividend, as further described in *Note 11 - Stockholders' equity*. The modifications included reductions to the strike price of certain options by €0.53 (USD 0.57) (the rounded per share amount of the dividend stated in *Note 11 - Stockholders' equity* converted into U.S. dollars) per Class A settled option and also to provide holders of certain other options and RSUs with a fixed cash payment of €0.53 per Class A settled award that vests on or after November 2, 2023. As a result of the strike price modifications, no additional incremental share-based compensation expense was recorded. For the awards eligible for the fixed cash payment, an equity to liability modification resulted in a portion of share-based compensation expense previously recorded in equity to be reclassified as a liability. As of December 31, 2023, €1.1 million and €0.2 million of the amounts previously recognized in additional paid-in-capital for these awards were reclassified to payroll liabilities and other long-term liabilities, respectively, on the consolidated balance sheet.

The fair value of share awards granted during the years ended December 31, 2023, 2022 and 2021, were estimated at the date of grant using appropriate valuation techniques, including the Black-Scholes and Monte Carlo simulation pricing models, assuming the following weighted average assumptions:

	Year ended December 31,		
	2023	2022	2021
Risk-free interest rate	3.31 %	1.04 %	(0.46)%
Expected volatility	68 %	69 %	71 %
Expected life (in years)	4.96	4.31	4.41
Dividend yield	— %	— %	— %
Weighted-average estimated fair value of options granted during the year	€ 1	€ 1	€ 4

The Monte Carlo simulation model, which simulated the probabilities of the potential outcomes of future stock prices of the Company over the performance period, was used to calculate the grant-date fair value for awards with market conditions.

During the years ended December 31, 2023, 2022 and 2021, we recognized total share-based compensation expense of €9.5 million, €15.3 million and €17.3 million, respectively, which had no related income tax benefit.

Cash received from share-based award exercises for the years ended December 31, 2023, 2022 and 2021, was €0.4 million, €0.1 million and €1.3 million, respectively.

As of December 31, 2023, there was approximately €15.7 million in unrecognized share-based compensation expense related to unvested share-based awards subject to equity treatment, which is expected to be recognized in expense over the weighted average period of 2.5 years.

10. Income taxes

The following table summarizes our income tax expense/(benefit):

(€ thousands)	Year ended December 31,		
	2023	2022	2021
Current income tax expense:			
Germany	€ 15,883	€ 26,239	€ 3,729
Other countries	9	65	1
Current income tax expense	€ 15,892	€ 26,304	€ 3,730
Deferred income tax expense/(benefit):			
Germany	(3,501)	(19,763)	8,914
Other countries	—	29	(58)
Deferred income tax expense/(benefit)	€ (3,501)	€ (19,734)	€ 8,856
Income tax expense	€ 12,391	€ 6,570	€ 12,586

Reconciliation of German statutory income tax rate to effective income tax rate

The following table summarizes our income/(loss) before income taxes allocated to Germany and to other countries:

(€ thousands)	Year ended December 31,		
	2023	2022	2021
Germany	€ (151,890)	€ (119,273)	€ 23,387
Other countries	26	(974)	(97)
Income/(loss) before income taxes	€ (151,864)	€ (120,247)	€ 23,290

A reconciliation of amounts computed by applying the German statutory income tax rate of 31.2% to income/(loss) before income taxes to total income tax expense is as follows:

(€ thousands)	Year ended December 31,		
	2023	2022	2021
Income/(loss) before income taxes	€ (151,864)	€ (120,247)	€ 23,290
Income tax expense/(benefit) at German tax rate	(47,419)	(37,547)	7,272
Foreign rate differential	(1)	175	17
Expected tax expense/(benefit)	€ (47,420)	€ (37,372)	€ 7,289
Tax effect from:			
Non-deductible share-based compensation	€ 2,968	€ 4,791	€ 5,390
Deductible share-based compensation liability awards	(401)	—	—
Non-deductible corporate costs	1,013	234	121
Goodwill impairment	56,807	32,674	—
Prior period taxes	(5)	192	(294)
Movement in valuation allowance	13	(57)	80
Movement in uncertain tax positions	(686)	6,311	56
Income tax effect resulting from weekengo asset deal transaction	—	—	1,938
Initial recognition of tax deductible goodwill and intangibles	—	—	(1,938)
Other differences	102	(203)	(56)
Income tax expense	€ 12,391	€ 6,570	€ 12,586

Income tax expense was €12.4 million, €6.6 million and €12.6 million for the years ended December 31, 2023, 2022 and 2021, respectively. Our effective tax rate was (8.2)%, (5.5)% and 54.0% in the years ended December 31, 2023, 2022 and 2021, respectively. Non-deductible share-based compensation of (pre-tax) €9.5 million, €15.3 million and €17.3 million had an impact on the effective tax rates of (2.0)%, (4.0)% and 23.1% in the years ended December 31, 2023, 2022 and 2021, respectively. Deductible amounts related to share-based compensation liability classified awards of (pre-tax) €1.3 million had an impact on the effective tax rate of 0.3% in the year ended December 31, 2023 as further discussed in *Note 9 - Share-based awards and other equity instruments*. Non-deductible impairment expenses on goodwill of (pre-tax) €181.9 million and €104.6 million had an impact on the effective tax rate of (37.4)% and (27.2)% in the years ended December 31, 2023 and 2022, respectively.

The uncertain tax position movement relates to the release of the liability recognized for the years 2017 and 2018 after our position was accepted by the tax authorities within the tax audit, which was closed in 2023. The release of €0.7 million in the uncertain tax position had an impact on the effective tax rate of 0.5% in the year ended December 31, 2023. Additional details on the movement in valuation allowance are included in the deferred income tax section below.

Following the weekengo share deal in January 2021, an intragroup asset deal took place in August 2021. The asset deal resulted in a deferred income tax benefit of €1.9 million on level of trivago N.V. for tax deductible goodwill and intangible assets. Correspondingly, an income tax expense resulted on the level of weekengo split into deferred tax expense of €1.3 million (utilization of tax loss carry forwards) and current tax expense of €0.6 million (minimum taxation). The tax effects resulting from the acquisition of shares and assets of weekengo were separate transactions in the year 2021.

Other differences relate to one-off items during the year, such as non-deductible expenses which are individually insignificant.

Uncertain tax positions

Uncertain tax positions as of December 31, 2023 and 2022 were as follows:

(€ thousands)	Year Ended December 31,	
	2023	2022
Balance, beginning of year	€ 9,238	€ 2,927
Increases to tax positions related to the current year	—	6,289
Decreases to tax positions related to prior years	(720)	—
Interest and penalties	34	22
Balance, end of year	€ 8,552	€ 9,238

Tax audits

The Company is subject to audit by federal, state, local and foreign income tax authorities. The audit of tax returns for trivago N.V. from 2016 through 2018 for corporate income tax, trade tax and value-added tax was closed in 2023. As of December 31, 2023, there is no ongoing audit of tax returns for trivago N.V. for corporate income tax, trade tax and value-added tax. According to the statute of limitation, the German tax authorities may initiate additional audits of the tax years for 2019 through 2023.

Deferred income taxes

As of December 31, 2023 and 2022, the significant components of our deferred tax assets and deferred tax liabilities were as follows:

(€ thousands)	Year Ended December 31,	
	2023	2022
Deferred tax assets:		
Net operating loss and tax credit carryforwards	1,339	1,329
Accrued expenses and other current liabilities	—	42
Operating lease liability	14,705	14,135
Other long-term liabilities	33	35
Deferred tax assets (gross)	€ 16,077	€ 15,541
Less valuation allowance	(1,339)	(1,329)
Subtotal	€ 14,738	€ 14,212
Offsetting	(14,738)	(14,212)
Deferred tax assets	€ —	€ —
Deferred tax liabilities:		
Cash and cash equivalents	—	51
Prepaid expense and other current assets	437	163
Intangible assets, net	23,332	27,771
Property and equipment	2,108	2,129
Operating lease right-of-use assets	15,185	14,060
Accrued expenses and other current liabilities	160	—
Other long-term liabilities	18	—
Other	47	88
Subtotal	€ 41,287	€ 44,262
Offsetting	(14,738)	(14,212)
Deferred tax liabilities	€ 26,549	€ 30,050

trivago N.V. is a Dutch listed entity, however has its tax residency in Germany. Deferred tax assets on net operating losses ("NOLs") related to the domestic and foreign subsidiaries were €1.3 million as of December 31, 2023 and 2022. As we have considered these tax loss carryforwards as not realizable, a valuation allowance of €1.3 million was recorded as of December 31, 2023 and 2022.

Deferred tax liabilities resulting from intangible assets decreased to €23.3 million as of December 31, 2023, from €27.8 million in 2022. The reduction was mainly driven by the trademark impairment charges of €14.2 million for the year ended December 31, 2023 that resulted in a deferred tax benefit of approximately €4.4 million.

The total cumulative amount of undistributed earnings related to investments in certain foreign subsidiaries where the foreign subsidiary has or will invest undistributed earnings indefinitely was €1.8 million and €1.7 million as of December 31, 2023 and December 31, 2022, respectively. In terms of undistributed earnings of domestic investments, we have recognized deferred income taxes on taxable temporary differences of €18 thousand, as only 5% refer to a taxable temporary difference under German tax law. Any capital gains on the sale of participations would be 95% exempt under German tax law.

11. Stockholders' equity

Class A and Class B Common Stock

As of December 31, 2023, we had 110,919,270 Class A shares and 237,476,895 Class B shares outstanding. Class A and Class B common stock has a par value of €0.06 and €0.60, respectively. Class B shares are entitled to ten votes per share, and holders of our Class A shares are entitled to one vote per share. All other terms and preferences of Class A and Class B common stock are the same. Each Class B share is convertible into one Class A share at any time by the holder. During the years ended December 31, 2023, 2022 and 2021, nil, 24,485,793 and 36,225,279 Class B shares were converted into Class A shares, respectively.

As of December 31, 2023, Class B shares of trivago N.V. are only held by Expedia Group and Rolf Schrömgens, one of our founders and a member of our supervisory board. Refer to *Note 1 - Organization and basis of presentation* for Expedia Group's ownership interest and voting interest. The Class B shares held by Mr. Schrömgens as of December 31, 2023 had an ownership interest and voting interest of 8.2% and 11.5%, respectively, and 8.3% and 11.5%, respectively, as of December 31, 2022.

In October 2023, the management board approved a change in the ratio of the Company's ADS program, comprising a change in the ratio of ADSs to Class A shares ("shares") from one ADS representing one share, to one ADS representing five shares. The ratio change was effective as of November 17, 2023.

Dividend

In 2023, the Company paid a one-time extraordinary dividend totaling €184.4 million (€0.529228 per each Class A and B share) to shareholders of record on November 3, 2023. The dividend was paid to holders of Class A and B shares on November 6, 2023 and was distributed to holders of our ADSs on November 13, 2023.

Treasury Stock

As of December 31, 2023 and December 31, 2022, nil and 20,000,000, respectively, of our issued shares were treasury shares.

In November 2022, the Company acquired 20,000,000 Class A shares from Peter Vinnemeier valued at €19.9 million which were classified as treasury stock until they were retired in September 2023. As a result, the treasury stock balance of €19.9 million was eliminated and Class A common stock was reduced by €1.2 million representing the par value of the retired shares. The difference of €18.7 million was recognized in accumulated deficit.

On March 1, 2022, the Company's Supervisory Board authorized a program to repurchase up to 10 million of the Company's ADSs, each representing one Class A share. On March 7, 2022, the

Company entered into a stock repurchase program which expired on May 30, 2022. No stock repurchases were made under this program. On May 31, 2022, the Company entered into another stock repurchase program which expired on July 29, 2022. As of December 31, 2022, the Company reacquired 205,457 Class A common shares on the open market at fair market value. The shares of stock purchased under the buyback program were held as treasury shares until they were all reissued to settle RSU awards vesting from our share-based compensation awards during the fourth quarter of 2022.

Reserves

Reserves primarily represents the effects of pushdown accounting applied due to the change in control in 2013 in addition to share premium as result of the corporate reorganization and IPO. See *Note 1 - Organization and basis of presentation*. Further effects to the Reserves are due to dividends paid to shareholders, taxes withheld on net share settlements of equity awards, share-based compensation expense, impact of reclassification of share-based compensation expense from equity to liability, exercises of employee stock options and vesting of RSUs, the effect of the conversions of Class B shares to Class A shares, and the reissuance of treasury stock.

Accumulated other comprehensive income/(loss)

Accumulated other comprehensive income/(loss) represents foreign currency translation adjustments for our subsidiaries in foreign locations. As of December 31, 2023 we do not expect to reclassify any amounts included in accumulated other comprehensive income/(loss) into earnings during the next 12 months.

Contribution from Parent

The beginning contribution from Parent balance represents the pushdown of share-based compensation expense from Expedia Group.

12. Earnings per share

Basic and diluted earnings per share of Class A and Class B common stock is computed by dividing net income/(loss) by the weighted average number of Class A and Class B common stock outstanding during the same period. Diluted earnings per share is calculated using our weighted-average outstanding common shares including the dilutive effect of stock awards as determined under the treasury stock method.

The following table presents our basic and diluted earnings per share:

(€ thousands, except per share data)	Year Ended December 31,		
	2023	2022	2021
Numerator:			
Net income/(loss)	€ (164,476)	€ (127,218)	€ 10,704
Denominator:			
Weighted average shares of Class A and Class B common stock outstanding:			
Basic	344,937	357,551	357,525
Diluted	344,937	357,551	367,240
Net income/(loss) per share:			
Basic	€ (0.48)	€ (0.36)	€ 0.03
Diluted	€ (0.48)	€ (0.36)	€ 0.03

Diluted weighted average common shares outstanding in 2023 and 2022 do not include the effects of the exercise of outstanding stock options and RSUs as the inclusion of these instruments would have been anti-dilutive.

13. Commitments and contingencies

Purchase obligations

We have commitments and obligations which include purchase commitments, which could potentially require our payment in the event of demands by third parties or contingent events. Commitments and obligations as of December 31, 2023 were as follows:

(in thousands)	By Period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
Purchase obligations	€ 26,845	€ 14,539	€ 12,266	€ 40	€ —

Our purchase obligations represent the minimum obligations we have under agreements with certain of our vendors. These minimum obligations are less than our projected use for those periods. Payments may be more than the minimum obligations based on actual use.

Legal proceedings

On August 23, 2018, the Australian Competition and Consumer Commission, or ACCC, instituted proceedings in the Australian Federal Court against us. The ACCC alleged a number of breaches of the Australian Consumer Law, or ACL, relating to certain advertisements in Australia concerning the hotel prices available on our Australian site, our Australian strike-through pricing practice and other aspects of the way offers for accommodation were displayed on our Australian website. The matter went to trial in September 2019, and on January 20, 2020, the Australian Federal Court issued a judgment finding that we had engaged in conduct in breach of the ACL. On March 4, 2020, we filed a notice of appeal at the Australian Federal Court appealing part of that judgment. On November 4, 2020, the Australian Federal Court dismissed trivago's appeal. On October 18 and 19, 2021, the Australian Federal Court heard submissions from the parties in relation to relief. On April 22, 2022, the Australian Federal Court issued a judgment ordering us to pay a penalty of AUD 44.7 million. The court also ordered us to cover the ACCC's costs arising from the proceeding and enjoined us from engaging in misleading conduct of the type found

by the Australian Federal Court to be in contravention of the ACL. We paid the penalty balance of €29.6 million (AUD 44.7 million) in the second quarter of 2022 and costs arising from the proceedings.

In addition, two purported class actions have been filed in Israel and Ontario, Canada, making allegations about our advertising and/or display practices, such as search results rankings and algorithms, and discount claims. Plaintiffs' motion for class certification in the Ontario action was denied on November 28, 2022. Plaintiffs have since filed a notice of appeal asking that the motion for class certification be granted. A hearing regarding that appeal took place on November 17, 2023, with a decision still pending. A case management hearing in the class action filed in Israel recently took place. The matter remains at a relatively early stage.

14. Related party transactions

Relationships with Expedia

We have commercial relationships with Expedia Group, Inc. and many of its affiliated brands, including Brand Expedia, Hotels.com, Orbitz, Travelocity, Hotwire, Wotif, Vrbo and ebookers. These are arrangements terminable at will upon fourteen to thirty days prior notice by either party and on customary commercial terms that enable Expedia Group's brands to advertise on our platform, and we receive payment for users we refer to them. We also have an agreement with Expedia Partner Solutions, pursuant to which powers our platform with a template (Hotels.com for partners). Related party revenue from Expedia Group of €172.5 million, €173.3 million and €91.3 million for the years ended December 31, 2023, 2022 and 2021, respectively, primarily consists of click-through fees and other advertising services provided to Expedia Group and its subsidiaries. These amounts are recorded at contract value, which we believe is a reasonable reflection of the value of the services provided. Related party revenue represented 36%, 32% and 25% and of our total revenue for each of the years ended December 31, 2023, 2022 and 2021, respectively.

The related party trade receivable balances with Expedia Group and its subsidiaries reflected in our consolidated balance sheets as of December 31, 2023 and 2022 were €19.1 million and €24.4 million.

As further described in *Note 11 - Stockholders' equity*, a one-time extraordinary dividend totaling €184.4 million was distributed to Class A and Class B shareholders of record on November 3, 2023. Of the total amount, €110.6 million has been distributed to Expedia Group based on their share ownership on the date of record.

Services agreement

On May 1, 2013, we entered into an Assets Purchase Agreement, pursuant to which Expedia Group purchased certain computer hardware and software from us, and a Data Hosting Services Agreement, pursuant to which Expedia Group provides us with certain data hosting services relating to all of the servers we use that are located within the United States. Either party may terminate the Data Hosting Services Agreement upon 30 days prior written notice. During the years ended December 31, 2023, 2022 and 2021, we did not utilize this service agreement.

Services and support agreements

On September 1, 2016, we entered into a Services and Support Agreement, pursuant to which Expedia Group agreed to provide us with certain services in connection with localizing content on our websites, such as translation services. This agreement was terminated on October 31, 2023 and a new agreement was effective as of November 1, 2023 with Expedia Group International Holdings III, LLC, ("EGIH3"). EGIH3 agreed to provide us with certain services in connection with localizing content on our websites, such as translation services. Either party may terminate the Services and Support Agreement upon 30 days prior notice.

Effective January 1, 2023, we entered into a Management Services Agreement with Expedia, Inc., pursuant to which Expedia, Inc. agreed to provide us with certain services in connection with tax,

accounting, finance, legal, operations, administrative and similarly related functions. Either party may terminate the Management Services Agreement upon 30 days prior notice.

For the years ended December 31, 2023, 2022 and 2021, our operating expenses include €0.2 million each period of related party shared services fees and amounts related to the services and support agreements detailed above.

UBIO Limited

On November 28, 2022, we entered into a commercial agreement with UBIO Limited, an equity method investment (see *Note 3 - Acquisitions and other investments*), to increase the number of directly bookable rates available on our website for an initial term of 12 months. This agreement was terminated in the last quarter of 2023 by providing a 90 days written notice ahead of the contract renewal date. Effective January 11, 2024, we entered into a new commercial agreement with UBIO Limited. See *Note 17 - Subsequent events* for further details.

For the years ended December 31, 2023 and 2022, our operating expenses include €1.5 million and €0.5 million related to the original commercial agreement.

Transactions with shareholders

In November 2022, we purchased 20,000,000 Class A shares from Peter Vinnemeier, one of our founders, for €19.3 million (USD 1.00 per share). The purchase of shares was funded from available working capital. See *Note 11 - Stockholders' equity* for further details. Following this share purchase, transactions with Mr. Vinnemeier are no longer related party transactions.

As further described in *Note 11 - Stockholders' equity*, a one-time extraordinary dividend totaling €184.4 million was distributed to Class A and Class B shareholders of record on November 3, 2023. Of the total amount, €15.1 million has been distributed to Rolf Schrömgens, one of our founders and a member of our supervisory board, based on his share ownership on the date of record.

15. Segment information

Management has identified three reportable segments, which correspond to our three operating segments: the Americas, Developed Europe and Rest of World. Our Americas segment is comprised of Argentina, Brazil, Canada, Chile, Colombia, Ecuador, Mexico, Peru, the United States and Uruguay. Our Developed Europe segment is comprised of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and the United Kingdom. Our Rest of World segment is comprised of all other countries, the most significant by revenue of which are Japan, Turkey, Australia, Hong Kong and India.

We determined our operating segments based on how our chief operating decision makers manage our business, make operating decisions and evaluate operating performance. Our primary operating metric is Return on Advertising Spend, or ROAS, for each of our segments, which compares Referral Revenue to Advertising Spend. ROAS includes the allocation of revenue by segment which is based on the location of the website, or domain name, regardless of where the consumer resides. This is consistent with how management monitors and runs the business.

Corporate and Eliminations also includes all corporate functions and expenses except for direct advertising. In addition, we record amortization of intangible assets and any related impairment, share-based compensation expense, restructuring and related reorganization charges, legal reserves, occupancy tax and other taxes, and other items excluded from segment operating performance in Corporate and Eliminations. Such amounts are detailed in our segment reconciliations below. The following tables present our segment information for the years ended December 31, 2023, 2022 and 2021. As a significant portion of our property and equipment is not allocated to our operating segments and depreciation is not included in our segment measure, we do not report the assets by segment as it would not be meaningful. We do not regularly provide such information to our chief operating decision makers.

Year Ended December 31, 2023

(€ thousands)	Developed Europe	Americas	Rest of World	Corporate & Eliminations	Total
Referral revenue	€ 215,687	€ 176,404	€ 84,749	€ —	€ 476,840
Subscription revenue	—	—	—	2,571	2,571
Other revenue	—	—	—	5,620	5,620
Total revenue	€ 215,687	€ 176,404	€ 84,749	€ 8,191	€ 485,031
Advertising spend	147,713	118,965	56,469	—	323,147
ROAS contribution	€ 67,974	€ 57,439	€ 28,280	€ 8,191	€ 161,884
Costs and expenses:					
Cost of revenue, including related party, excluding amortization					11,971
Other selling and marketing, including related party ⁽¹⁾					22,492
Technology and content, including related party					49,020
General and administrative, including related party					38,726
Amortization of intangible assets					135
Impairment of intangible assets and goodwill					196,127
Operating loss					€ (156,587)
Other income/(expense)					
Interest expense					(12)
Interest income					5,213
Other, net					(478)
Total other income/(expense), net					€ 4,723
Loss before income taxes					€ (151,864)
Expense for income taxes					12,391
Loss before equity method investment					€ (164,255)
Loss from equity method investment					(221)
Net loss					€ (164,476)

(1) Represents all other sales and marketing, excluding Advertising Spend, as Advertising Spend is tracked by reporting segment.

Year Ended December 31, 2022

(€ thousands)	Developed Europe	Americas	Rest of World	Corporate & Eliminations	Total
Referral revenue	€ 237,692	€ 216,406	€ 67,692	€ —	€ 521,790
Subscription revenue	—	—	—	3,398	3,398
Other revenue	—	—	—	9,816	9,816
Total revenue	€ 237,692	€ 216,406	€ 67,692	€ 13,214	€ 535,004
Advertising spend	149,823	131,638	35,862	—	317,323
ROAS contribution	€ 87,869	€ 84,768	€ 31,830	€ 13,214	€ 217,681
Costs and expenses:					
Cost of revenue, including related party, excluding amortization					12,691
Other selling and marketing, including related party ⁽¹⁾					24,701
Technology and content, including related party					54,921
General and administrative, including related party					60,852
Amortization of intangible assets					136
Impairment of intangible assets and goodwill					184,642
Operating loss					€ (120,262)
Other income/(expense)					
Interest expense					(51)
Interest income					622
Other, net					(556)
Total other income/(expense), net					€ 15
Loss before income taxes					€ (120,247)
Expense for income taxes					6,570
Loss before equity method investment					€ (126,817)
Loss from equity method investment					(401)
Net loss					€ (127,218)

(1) Represents all other sales and marketing, excluding Advertising Spend, as Advertising Spend is tracked by reporting segment.

Year Ended December 31, 2021

(€ thousands)	Developed Europe	Americas	Rest of World	Corporate & Eliminations	Total
Referral revenue	€ 163,700	€ 140,143	€ 45,599	€ —	€ 349,442
Subscription revenue	—	—	—	3,914	3,914
Other revenue	—	—	—	8,109	8,109
Total revenue	€ 163,700	€ 140,143	€ 45,599	€ 12,023	€ 361,465
Advertising spend	106,984	94,096	22,470	—	223,550
ROAS contribution	€ 56,716	€ 46,047	€ 23,129	€ 12,023	€ 137,915
Costs and expenses:					
Cost of revenue, including related party, excluding amortization					11,500
Other selling and marketing, including related party ⁽¹⁾					25,646
Technology and content, including related party					52,374
General and administrative, including related party					38,208
Amortization of intangible assets					136
Operating income					€ 10,051
Other income/(expense)					
Interest expense					(389)
Interest income					174
Other, net					13,454
Total other income/(expense), net					€ 13,239
Income before income taxes					€ 23,290
Expense for income taxes					12,586
Net income					€ 10,704

(1) Represents all other sales and marketing, excluding Advertising Spend, as Advertising Spend is tracked by reporting segment.

Geographic information

The following table presents revenue by geographic area for the years ended December 31, 2023, 2022 and 2021. Referral Revenue was allocated by country using the same methodology as the allocation of segment revenue, while non-Referral Revenue was allocated either based upon the location of the customer using the service, or using the same methodology as the allocation of segment revenue, depending on the nature of the non-Referral Revenue stream.

(in thousands)	Year ended December 31,		
	2023	2022	2021
Total revenues			
United States	€ 106,032	€ 139,885	€ 102,687
Germany	45,209	52,789	42,301
United Kingdom	55,867	68,554	41,389
Canada	29,240	31,899	11,862
Japan	39,016	19,200	5,999
All other countries	209,667	222,677	157,227
	€ 485,031	€ 535,004	€ 361,465

The following table presents property and equipment, net for Germany and all other countries, as of December 31, 2023 and 2022:

(€ thousands)	Years ended December 31,	
	2023	2022
Property and equipment, net:		
Germany	€ 10,040	€ 13,012
All other countries	39	63
	€ 10,079	€ 13,075

16. Valuation and qualifying accounts

The following table presents the changes in our valuation and qualifying accounts not disclosed elsewhere in these financial statements.

(€ thousands)	Balance at Beginning of Period	Charges to Earnings	Deductions	Balance at End of Period
2021				
Allowance for expected credit losses	€ 348	€ 330	€ (20)	€ 658
2022				
Allowance for expected credit losses	658	227	(467)	418
2023				
Allowance for expected credit losses	418	640	(122)	936

17. Subsequent events

After the date of the balance sheet through the date of issuance of these consolidated financial statements, 689,355 Class A shares were issued as a result of options exercised and RSUs released.

Effective January 11, 2024, we entered into a new commercial agreement with UBIO Limited, an equity method investment, to further increase the number of directly bookable rates available on our website for a term of 12 months with subsequent 12 month periods, unless it is terminated by either party with 90 days prior notice at the end of each period. The agreement includes an annual minimum commitment of €1.3 million (GBP 1.1 million).

The German federal parliament passed legislation on December 14, 2019 which permits certain research and development projects to be eligible for refundable tax credits. In February 2024 we received a certificate from *Bescheinigungsstelle Forschungszulage* (BSFZ), the certification center for research grants in Germany, in response to our application filed in April 2023. Certain development costs associated with our website and internal-use software that were capitalized during the development stage between 2020 to 2022 were deemed eligible by BSFZ. We intend to apply for the tax credits in the coming months. The German tax authority may still reject or materially alter the claim. Accordingly, we will not recognize the benefit of the claim amount until the amount is realizable.

This is a translation into English of the official Dutch version of the articles of association of a public company with limited liability under Dutch law. Definitions included in Article 1 below appear in the English alphabetical order, but will appear in the Dutch alphabetical order in the official Dutch version. In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.

ARTICLES OF ASSOCIATION

TRIVAGO N.V.

DEFINITIONS AND INTERPRETATION

Article 1

38.1 In these articles of association the following definitions shall apply:

Article	An article of these articles of association.
CEO	The Company's chief executive officer.
CFO	The Company's chief financial officer.
Chairman	The chairman of the Supervisory Board.
Class A share	A class A share in the Company's capital.
Class B share	A class B share in the Company's capital.
Class Meeting	The meeting of holders of shares of a certain class.
Company	The company to which these articles of association pertain.
DCC	The Dutch Civil Code.
General Meeting	The Company's general meeting of shareholders.
Group Company	An entity or partnership which is organisationally connected with the Company in an economic unit within the meaning of Section 2:24b DCC.
Indemnified Officer	A current or former Managing Director or Supervisory Director and such other current or former officer or employee of the Company or its Group Companies as designated by the Management Board.

Management Board	The Company's management board.
Management Board Rules	The internal rules applicable to the Management Board.
Managing Director	A member of the Management Board.
Meeting Rights	With respect to the Company, the rights attributed by law to the holders of depository receipts issued for shares with a company's cooperation, including the right to attend and address a General Meeting.
Person with Meeting Rights	A shareholder, a usufructuary or pledgee with voting rights or a holder of depository receipts for shares issued with the Company's cooperation.
Registration Date	The date of registration for a General Meeting as provided by law.
Simple Majority	More than half of the votes cast.
Subsidiary	<p>A subsidiary of the Company within the meaning of Section 2:24a DCC, including:</p> <ul style="list-style-type: none"> a. an entity in whose general meeting the Company or one or more of its Subsidiaries can exercise, whether or not by virtue of an agreement with other parties with voting rights, individually or collectively, more than half of the voting rights; and b. an entity of which the Company or one or more of its Subsidiaries are members or shareholders and can appoint or dismiss, whether or not by virtue of an agreement with other parties with voting rights, individually or collectively, more than half of the managing directors or of the supervisory directors, even if all parties with voting rights cast their votes.
Supervisory Board	The Company's supervisory board.

Supervisory Board Rules

The internal rules applicable to the Supervisory Board.

Supervisory Director

A member of the Supervisory Board.

- 38.2** Unless the context requires otherwise, references to "shares" or "shareholders" without further specification are to any class of shares or to the holders thereof, respectively.
- 38.3** References to statutory provisions are to those provisions as they are in force from time to time.
- 38.4** Terms that are defined in the singular have a corresponding meaning in the plural.
- 38.5** Words denoting a gender include each other gender.
- 38.6** Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

NAME AND SEAT**Article 2**

- 38.1** The Company's name is **trivago N.V.**
- 38.2** The Company has its corporate seat in Amsterdam.

OBJECTS**Article 3**

The Company's objects are:

- a.** to participate in, to finance, to collaborate with, to conduct the management or supervision of and to hold any other interest in other entities, companies, partnerships and businesses;
- b.** to provide advice and services of whatever nature;
- c.** to invest and divest funds;
- d.** to acquire, administer, exploit, invest, encumber and dispose of assets and liabilities;
- e.** to furnish guarantees, to provide security, to warrant performance in any other way and to assume liability, whether jointly and severally or otherwise, in respect of obligations of Group Companies or other parties; and
- f.** to do anything which, in the widest sense, is connected with or may be conducive to the objects described above.

SHARES - AUTHORISED SHARE CAPITAL AND DEPOSITORY RECEIPTS

Article 4

- 38.1** The Company's authorised share capital amounts to two hundred and thirty-four million euro (EUR 234,000,000).
- 38.2** The authorised share capital is divided into:
- a.** seven hundred million (700,000,000) Class A shares, each having a nominal value of six eurocents (EUR 0.06); and
 - b.** three hundred and twenty million (320,000,000) Class B shares, each having a nominal value of sixty eurocents (EUR 0.60).
- 38.3** Upon the conversion of one or more Class B shares into Class A shares in the ratio described in Article 6.1, the authorised share capital set out in Article 4.2 shall decrease with the number of Class B shares so converted and shall increase with the number of Class A shares into which such Class B shares are converted.
- 38.4** The Management Board may resolve that one or more shares are divided into such number of fractional shares as may be determined by the Management Board, subject to the approval of the Supervisory Board. Unless specified differently, the provisions of these articles of association concerning shares and shareholders apply mutatis mutandis to fractional shares and the holders thereof, respectively.
- 38.5** The Company may cooperate with the issue of depository receipts for shares in its capital, provided that resolutions of the Management Board to provide such cooperation shall be subject to the approval of the Supervisory Board.

SHARES - FORM OF SHARES AND SHARE REGISTER

Article 5

- 38.1** All shares are registered shares, provided that the Management Board, subject to the approval of the Supervisory Board, may resolve that one or more shares are bearer shares, represented by physical share certificates.
- 38.2** The Management Board is not required to comply with a request made by a shareholder to convert one or more of his registered shares into bearer shares or vice versa. If the Management Board resolves to grant such a request, the shareholder concerned shall be charged for the costs of such conversion.
- 38.3** Registered shares shall be numbered consecutively, starting from 1 for each class of shares.

- 38.4** The Management Board shall keep a register setting out the names and addresses of all holders of registered shares and all holders of a usufruct or pledge in respect of such shares. The register shall also set out any other particulars that must be included in the register pursuant to applicable law. Part of the register may be kept outside the Netherlands to comply with applicable local law or pursuant to stock exchange rules.
- 38.5** Shareholders, usufructuaries and pledgees whose particulars must be set out in the register shall provide the Management Board with the necessary particulars in a timely fashion. Any consequences of not, or incorrectly, notifying such particulars shall be borne by the party concerned.
- 38.6** All notifications may be sent to shareholders, usufructuaries and pledgees whose particulars must be set out in the register at their respective addresses as set out in the register.
- 38.7** If the Management Board, subject to the approval of the Supervisory Board, has resolved that one or more shares are bearer shares, share certificates shall be issued for such bearer shares in such form as the Management Board may determine. Share certificates may represent one or more bearer shares. Each share certificate shall be signed by or on behalf of a Managing Director.
- 38.8** The holder of evidence of a bearer share may request the Company to provide him with a duplicate for a missing share certificate. The Company shall only provide such duplicate:
- a.** if the party making the request can demonstrate, to the satisfaction of the Management Board, that such party is indeed entitled to receive such duplicate; and
 - b.** if a period of four weeks has elapsed after having published the request on the Company's website, without any objection to such request having been received by the Company within that period.
- 38.9** If an objection as referred to in Article 5.8 paragraph b. has been received by the Company in a timely fashion, the Company shall only provide the duplicate to the party who requested such duplicate after having been provided with a copy of a binding advice or court order to provide such duplicate, without the Company being required to investigate the competence of the relevant arbitrators or court, as the case may be, or the validity of such binding advice or judgment, as the case may be.
- 38.10** Upon a duplicate of a share certificate for a bearer share having been provided by the Company, such duplicate shall replace the original share certificate and no rights can be derived any longer from the share certificate thus replaced.

SHARES - CONVERSION

Article 6

38.1 Each Class B share can be converted into ten Class A shares subject to the provisions of this Article 6. Class A shares cannot be converted into Class B shares.

38.2 Each holder of one or more Class B shares may request the conversion of all or part of his Class B shares into Class A shares in the ratio set out in Article 6.1 by means of a written request addressed to the Management Board. Such a request must be duly signed by an authorised representative of the relevant holder of Class B shares and must include:

- a.** a specification of the number of Class B shares to which the request pertains;
- b.** representations by the holder of Class B shares concerned that:
 - i.** the Class B shares to which the request pertains are not encumbered with any usufruct, pledge or other encumbrance;
 - ii.** no depository receipts or other derivative financial instruments have been issued for the Class B shares to which the request pertains; and
 - iii.** the holder of Class B shares concerned has full power to dispose over its assets and is authorised to perform the acts described in Article 6.3;
- c.** an irrevocable undertaking in favour of the Company by the holder of Class B shares concerned:
 - i.** to take no action (and not to omit taking any action) which would render the representations referred to in paragraph b. above untrue or incorrect upon the performance of the acts described in Article 6.3; and
 - ii.** to indemnify the Company and hold the Company harmless against any financial losses or damages incurred by the Company and any expense reasonably paid or incurred by the Company in connection with any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which the Company becomes involved as a result of the conversion so requested, in each case to the extent permitted by applicable law and except to the extent that a competent court or arbitral tribunal has established that such financial losses, damages, expenses, suit, claim, action or legal proceedings arose or were initiated as a result of actions or omissions by the Company which are

considered to constitute malice, gross negligence or intentional recklessness attributable to the Company; and

- d. an irrevocable and unconditional power of attorney granted by the relevant holder of Class B shares to the Company, with full power of substitution and governed by Dutch law, to perform the acts described in Article 6.3 on behalf of such holder of Class B shares.

38.3 Subject to Article 6.4, upon receipt of a request referred to in Article 6.2:

- a. the Management Board shall resolve to convert the number of Class B shares specified in the request into Class A shares in the ratio set out in Article 6.1, effective immediately; and
- b. promptly following the conversion referred to in paragraph a. above, the shareholder who made such request shall transfer nine out of every ten Class A shares into which his Class B shares were converted pursuant to the resolution referred to in paragraph a. above to the Company for no consideration and the Company shall accept such Class A shares.

38.4 Neither the Management Board nor the Company is required to effect a conversion of Class B shares:

- a. if the request referred to in Article 6.2 does not comply with the specifications and requirements set out in Article 6.2 or if the Management Board reasonably believes that the information included in such request is untrue or incorrect; or
- b. to the extent that the Company would not be permitted under applicable law to acquire the relevant number of Class A shares as described in Article 6.3 paragraph b. in connection with such conversion.

SHARES - ISSUE

Article 7

38.1 Shares can be issued pursuant to a resolution of the General Meeting or of another body authorised by the General Meeting for this purpose for a specified period not exceeding five years. When granting such authorisation, the number of shares that may be issued must be specified. The authorisation may be extended, in each case for a period not exceeding five years. Unless stipulated differently when granting the authorisation, the authorisation cannot be revoked. For as long as and to the extent that another body has been authorised to resolve to issue shares, the General Meeting shall not have this authority.

- 38.2** In order for a resolution of the General Meeting on an issuance or an authorisation as referred to in Article 7.1 to be valid, a prior or simultaneous approval shall be required from each Class Meeting of shares whose rights are prejudiced by the issuance.
- 38.3** The preceding provisions of this Article 7 apply mutatis mutandis to the granting of rights to subscribe for shares, but do not apply in respect of issuing shares to a party exercising a previously acquired right to subscribe for shares.
- 38.4** The Company may not subscribe for shares in its own capital.

SHARES - PRE-EMPTION RIGHTS

Article 8

- 38.1** Upon an issue of shares, each holder of Class A shares and each holder of Class B shares shall have a pre-emption right in proportion to the aggregate nominal value of his Class A shares and his Class B shares.
- 38.2** In deviation of Article 8.1, shareholders do not have pre-emption rights in respect of:
- a.** shares issued against non-cash contribution; or
 - b.** shares issued to employees of the Company or of a Group Company.
- 38.3** The Company shall announce an issue with pre-emption rights and the period during which those rights can be exercised in the State Gazette and in a daily newspaper with national distribution, unless all shares are registered shares and the announcement is sent in writing to all shareholders at the addresses submitted by them.
- 38.4** Pre-emption rights may be exercised for a period of at least two weeks after the date of announcement in the State Gazette or after the announcement was sent to the shareholders.
- 38.5** Pre-emption rights may be limited or excluded by a resolution of the General Meeting or of the body authorised as referred to in Article 7.1, if that body was authorised by the General Meeting for this purpose for a specified period not exceeding five years. The authorisation may be extended, in each case for a period not exceeding five years. Unless stipulated differently when granting the authorisation, the authorisation cannot be revoked. For as long as and to the extent that another body has been authorised to resolve to limit or exclude pre-emption rights, the General Meeting shall not have this authority.
- 38.6** A resolution of the General Meeting to limit or exclude pre-emption rights, or to grant an authorisation as referred to in Article 8.5, shall require a majority of at least two thirds of the votes cast if less than half of the issued share capital is represented at the General Meeting.

38.7 The preceding provisions of this Article 8 apply mutatis mutandis to the granting of rights to subscribe for shares, but do not apply in respect of issuing shares to a party exercising a previously acquired right to subscribe for shares.

SHARES - PAYMENT

Article 9

38.1 Without prejudice to Section 2:80(2) DCC, the nominal value of a share and, if the share is subscribed for at a higher price, the difference between these amounts must be paid up upon subscription for that share.

38.2 Shares must be paid up in cash, except to the extent that payment by means of a contribution in another form has been agreed.

38.3 Payment in a currency other than the euro may only be made with the Company's consent. Where such a payment is made, the payment obligation is satisfied for the amount in euro for which the paid amount can be freely exchanged. Without prejudice to the last sentence of Section 2:80a(3) DCC, the date of the payment determines the exchange rate.

SHARES - FINANCIAL ASSISTANCE

Article 10

38.1 The Company may not provide security, give a price guarantee, warrant performance in any other way or commit itself jointly and severally or otherwise with or for others with a view to the subscription for or acquisition of shares or depository receipts for shares in its capital by others. This prohibition applies equally to Subsidiaries.

38.2 The Company and its Subsidiaries may not provide loans with a view to the subscription for or acquisition of shares or depository receipts for shares in the Company's capital by others, unless the Management Board resolves to do so and Section 2:98c DCC is observed.

38.3 The preceding provisions of this Article 10 do not apply if shares or depository receipts for shares are subscribed for or acquired by or for employees of the Company or of a Group Company.

SHARES - ACQUISITION OF OWN SHARES

Article 11

- 38.1** The acquisition by the Company of shares in its own capital which have not been fully paid up shall be null and void.
- 38.2** The Company may only acquire fully paid up shares in its own capital for no consideration or if and to the extent that the General Meeting has authorised the Management Board, subject to the approval of the Supervisory Board, for this purpose and all other relevant statutory requirements of Section 2:98 DCC are observed.
- 38.3** An authorisation as referred to in Article 11.2 remains valid for no longer than eighteen months. When granting such authorisation, the General Meeting shall determine the number of shares that may be acquired, how they may be acquired and within which range the acquisition price must be. An authorisation shall not be required for the Company to acquire Class A shares in its own capital in order to transfer them to employees of the Company or of a Group Company pursuant to an arrangement applicable to them, provided that these Class A shares are included on the price list of a stock exchange.
- 38.4** Without prejudice to Articles 11.1 through 11.3, the Company may acquire shares in its own capital for cash consideration or for consideration satisfied in the form of assets. In the case of a consideration being satisfied in the form of assets, the value thereof, as determined by the Management Board, must be within the range stipulated by the General Meeting as referred to in Article 11.3.
- 38.5** The previous provisions of this Article 11 do not apply to shares acquired by the Company under universal title of succession.
- 38.6** In this Article 11, references to shares include depository receipts for shares.

SHARES - REDUCTION OF ISSUED SHARE CAPITAL

Article 12

- 38.1** The General Meeting can resolve to reduce the Company's issued share capital by cancelling shares or by reducing the nominal value of shares by virtue of an amendment to these articles of association. The resolution must designate the shares to which the resolution relates and it must provide for the implementation of the resolution.
- 38.2** A resolution to cancel shares may only relate to shares held by the Company itself or in respect of which the Company holds the depository receipts.

- 38.3** A resolution to reduce the Company's issued share capital, shall require a prior or simultaneous approval from each Class Meeting of shares whose rights are prejudiced.
- 38.4** A resolution of the General Meeting to reduce the Company's issued share capital shall require a majority of at least two thirds of the votes cast if less than half of the issued share capital is represented at the General Meeting. The previous sentence applies mutatis mutandis to a resolution as referred to in Article 12.3.

SHARES - ISSUE AND TRANSFER REQUIREMENTS

Article 13

- 38.1** Except as otherwise provided or allowed by Dutch law, the issue or transfer of a share shall require a deed to that effect and, in the case of a transfer and unless the Company itself is a party to the transaction, acknowledgement of the transfer by the Company.
- 38.2** The acknowledgement shall be set out in the deed or shall be made in such other manner as prescribed by law.
- 38.3** For as long as shares are admitted to trading on the New York Stock Exchange, the NASDAQ Stock Market or on any other regulated stock exchange operating in the United States of America, the laws of the State of New York shall apply to the property law aspects of such shares to the extent they are recorded in the register administered by the relevant transfer agent.

SHARES - USUFRUCT AND PLEDGE

Article 14

- 38.1** Shares can be encumbered with a usufruct or pledge.
- 38.2** The voting rights attached to a share which is subject to a usufruct or pledge vest in the shareholder concerned.
- 38.3** In deviation of Article 14.2, the holder of a usufruct or pledge on shares shall have the voting rights attached thereto if this was provided when the usufruct or pledge was created.
- 38.4** Usufructuaries and pledgees without voting rights shall not have Meeting Rights.

MANAGEMENT BOARD - COMPOSITION

Article 15

- 38.1** The Company has a Management Board consisting of one or more Managing Directors. The Management Board shall be composed of individuals.
- 38.2** The Supervisory Board shall determine the number of Managing Directors.
- 38.3** The Supervisory Board may designate any Managing Director as CEO, CFO or as any other officer of the Company, with such duties and responsibilities as shall be determined by the Management Board. The Supervisory Board may revoke or change the officer title assigned to any Managing Director, provided that the Managing Director concerned shall subsequently continue his term of office as a Managing Director without having such officer title.
- 38.4** If a Managing Director is absent or incapacitated, the other Managing Director(s) shall be charged with the management of the Company. If one or more Managing Directors are absent or incapacitated, the Supervisory Board may designate one or more persons (who may, but do not necessarily need to be, Supervisory Directors) to be temporarily entrusted with the management of the Company in place of such absent or incapacitated Management Director(s).
- 38.5** A Managing Director shall be considered to be unable to act within the meaning of Article 15.4:
- a.** in a period during which the Company has not been able to contact him (including as a result of illness), provided that such period lasted longer than five consecutive days (or such other period as determined by the Supervisory Board on the basis of the facts and circumstances at hand);
 - b.** during his suspension; or
 - c.** in the deliberations and decision-making of the Management Board on matters in relation to which he has declared to have, or in relation to which the Supervisory Board has established that he has, a conflict of interests as described in Article 18.6.

MANAGEMENT BOARD - APPOINTMENT, SUSPENSION AND DISMISSAL

Article 16

- 38.1** The General Meeting shall appoint the Managing Directors and may at any time suspend or dismiss any Managing Director. In addition, the Supervisory Board may at any time suspend a

Managing Director. A suspension by the Supervisory Board can at any time be lifted by the General Meeting.

- 38.2** The General Meeting can only appoint Managing Directors upon a nomination by the Supervisory Board. The General Meeting may at any time resolve to render such nomination to be non-binding by a majority of at least two thirds of the votes cast representing more than half of the issued share capital. If a nomination is rendered non-binding, a new nomination shall be made by the Supervisory Board. If the nomination comprises one candidate for a vacancy, a resolution concerning the nomination shall result in the appointment of the candidate, unless the nomination is rendered non-binding. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.
- 38.3** At a General Meeting, a resolution to appoint a Managing Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or the explanatory notes thereto.
- 38.4** A resolution of the General Meeting to suspend or dismiss a Managing Director shall require a majority of at least two thirds of the votes cast representing more than half of the issued share capital, unless the resolution is passed at the proposal of the Supervisory Board. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.
- 38.5** If a Managing Director is suspended and the General Meeting does not resolve to dismiss him within three months from the date of such suspension, the suspension shall lapse.

MANAGEMENT BOARD - DUTIES AND ORGANISATION

Article 17

- 38.1** The Management Board is charged with the management of the Company, subject to the restrictions contained in these articles of association. In performing their duties, Managing Directors shall be guided by the interests of the Company and of the business connected with it.
- 38.2** The Management Board shall draw up Management Board Rules concerning its organisation, decision-making and other internal matters, with due observance of these articles of association. In performing their duties, the Managing Directors shall act in compliance with the Management Board Rules. A resolution of the Management Board to draw up or amend the Management Board Rules shall be subject to the approval of the Supervisory Board.

- 38.3** The Management Board may, subject to the approval of the Supervisory Board, perform the legal acts referred to in Section 2:94(1) DCC without the prior approval of the General Meeting.

MANAGEMENT BOARD - DECISION-MAKING

Article 18

- 38.1** Without prejudice to Article 18.5, each Managing Director may cast one vote in the decision-making of the Management Board.
- 38.2** A Managing Director can only be represented by another Managing Director holding a written proxy for the purpose of the deliberations and the decision-making of the Management Board to the extent allowed under the Management Board Rules.
- 38.3** Resolutions of the Management Board shall be passed, irrespective of whether this occurs at a meeting or otherwise, by Simple Majority unless the Management Board Rules provide differently.
- 38.4** Invalid votes, blank votes and abstentions shall not be counted as votes cast. Managing Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Managing Directors who are present or represented at a meeting of the Management Board.
- 38.5** Where there is a tie in any vote of the Management Board, the CEO shall have a casting vote, provided that a CEO has been appointed and there are at least three Managing Directors in office. Otherwise, the relevant resolution shall not have been passed in case of a tied vote.
- 38.6** A Managing Director shall not participate in the deliberations and decision-making of the Management Board on a matter in relation to which he has a direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it. If, as a result thereof, no resolution can be passed by the Management Board, the resolution shall be passed by the Supervisory Board. A conflict of interests as described in this Article 18.6 shall not be considered to exist by reason only of a Managing Director's affiliation with a direct or indirect shareholder of the Company.
- 38.7** Subject to the provisions of the Management Board Rules, meetings of the Management Board can be held through audio-communication facilities, unless a Managing Director objects thereto.
- 38.8** Subject to the provisions of the Management Board Rules, resolutions of the Management Board may, instead of at a meeting, be passed in writing, provided that all Managing Directors

are familiar with the resolution to be passed and none of them objects to this decision-making process. Articles 18.1 through 18.6 apply mutatis mutandis.

- 38.9** The approval of the Supervisory Board is required for resolutions of the Management Board concerning the matters specified in these articles of association and/or in the Management Board Rules from time to time.
- 38.10** The approval of the General Meeting is required for resolutions of the Management Board concerning a material change to the identity or the character of the Company or the business, including in any event:
- a.** transferring the business or materially all of the business to a third party;
 - b.** entering into or terminating a long-lasting alliance of the Company or of a Subsidiary either with another entity or company, or as a fully liable partner of a limited partnership or general partnership, if this alliance or termination is of significant importance for the Company; and
 - c.** acquiring or disposing of an interest in the capital of a company by the Company or by a Subsidiary with a value of at least one third of the value of the assets, according to the balance sheet with explanatory notes or, if the Company prepares a consolidated balance sheet, according to the consolidated balance sheet with explanatory notes in the Company's most recently adopted annual accounts.
- 38.11** The absence of the approval of the Supervisory Board or the General Meeting of a resolution as referred to in Articles 18.9 or 18.10, respectively, shall result in the relevant resolution being null and void pursuant to Section 2:14(1) DCC but shall not affect the powers of representation of the Management Board or of the Managing Directors.

MANAGEMENT BOARD - COMPENSATION

Article 19

- 38.1** The General Meeting shall determine the Company's policy concerning the compensation of the Management Board with due observance of the relevant statutory requirements.
- 38.2** The compensation of Managing Directors shall be determined by the Supervisory Board with due observance of the policy referred to in Article 19.1.
- 38.3** The Supervisory Board shall submit proposals concerning compensation arrangements in the form of shares or rights to subscribe for shares to the General Meeting for approval. This proposal must at least include the number of shares or rights to subscribe for shares that may

be awarded to the Management Board and which criteria apply for such awards or changes thereto. The absence of the approval of the General Meeting shall not affect the powers of representation.

MANAGEMENT BOARD - REPRESENTATION

Article 20

- 38.1** The Management Board is entitled to represent the Company.
- 38.2** The power to represent the Company also vests in each Managing Director individually.
- 38.3** The Company may also be represented by the holder of a power of attorney to that effect, subject to the provisions of the Management Board Rules. If the Company grants a power of attorney to an individual, the Management Board may grant an appropriate title to such person.

SUPERVISORY BOARD - COMPOSITION

Article 21

- 38.1** The Company has a Supervisory Board consisting of one or more Supervisory Directors. The Supervisory Board shall be composed of individuals.
- 38.2** The Supervisory Board shall determine the number of Supervisory Directors.
- 38.3** The Supervisory Board shall elect a Supervisory Director to be the Chairman. The Supervisory Board may dismiss the Chairman, provided that the Supervisory Director so dismissed shall subsequently continue his term of office as a Supervisory Director without having the title of Chairman.
- 38.4** Where a Supervisory Director is no longer in office or is unable to act, he may be replaced temporarily by a person whom the Supervisory Board has designated for that purpose and, until then, the other Supervisory Director(s) shall be charged with the supervision of the Company. Where all Supervisory Directors are no longer in office or are unable to act, the supervision of the Company shall be attributed to the former Supervisory Director who most recently ceased to hold office as the Chairman, provided that he is willing and able to accept that position. If such former Supervisory Director is not willing and able to accept that position, the General Meeting shall designate one or more persons to be charged with the supervision of the Company. The person(s) charged with the supervision of the Company pursuant to the previous two sentences shall cease to hold that position when the General

Meeting has appointed one or more persons as Supervisory Director(s). Article 15.5 in conjunction with Article 24.6 applies mutatis mutandis.

SUPERVISORY BOARD - APPOINTMENT, SUSPENSION AND DISMISSAL

Article 22

- 38.1** The General Meeting shall appoint the Supervisory Directors and may at any time suspend or dismiss any Supervisory Director.
- 38.2** The General Meeting can only appoint a Supervisory Director upon a nomination by the Supervisory Board. The General Meeting may at any time resolve to render such nomination to be non-binding by a majority of at least two thirds of the votes cast representing more than half of the issued share capital. If a nomination is rendered non-binding, a new nomination shall be made by the Supervisory Board. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.
- 38.3** Upon the making of a nomination for the appointment of a Supervisory Director, the following information shall be provided with respect to the candidate:
- a.** his age and profession;
 - b.** the aggregate nominal value of the shares held by him in the Company's capital;
 - c.** his present and past positions, to the extent that these are relevant for the performance of the tasks of a Supervisory Director;
 - d.** the names of any entities of which he is already a supervisory director or a non-executive director; if these include entities that form part of the same group, a specification of the group's name shall suffice.

The nomination must be supported by reasons. In the case of a reappointment, the manner in which the candidate has fulfilled his duties as a Supervisory Director shall be taken into account.

- 38.4** At a General Meeting, a resolution to appoint a Supervisory Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or the explanatory notes thereto.
- 38.5** A resolution of the General Meeting to suspend or dismiss a Supervisory Director shall require a majority of at least two thirds of the votes cast representing more than half of the issued share capital, unless the resolution is passed at the proposal of the Supervisory Board. A second meeting as referred to in Section 2:120(3) DCC cannot be convened.

- 38.6** If a Supervisory Director is suspended and the General Meeting does not resolve to dismiss him within three months from the date of such suspension, the suspension shall lapse.

SUPERVISORY BOARD - DUTIES AND ORGANISATION

Article 23

- 38.1** The Supervisory Board is charged with the supervision of the policy of the Management Board and the general course of affairs of the Company and of the business connected with it. The Supervisory Board shall provide the Management Board with advice. In performing their duties, Supervisory Directors shall be guided by the interests of the Company and of the business connected with it.
- 38.2** The Management Board shall provide the Supervisory Board with the information necessary for the performance of its tasks in a timely fashion. At least once a year, the Management Board shall inform the Supervisory Board in writing of the main features of the strategic policy, the general and financial risks and the administration and control system of the Company.
- 38.3** The Supervisory Board shall draw up Supervisory Board Rules concerning its organisation, decision-making and other internal matters, with due observance of these articles of association. In performing their duties, the Supervisory Directors shall act in compliance with the Supervisory Board Rules.
- 38.4** The Supervisory Board shall establish the committees which the Company is required to have and otherwise such committees as are deemed to be appropriate by the Supervisory Board. The Supervisory Board shall draw up (and/or include in the Supervisory Board Rules) rules concerning the organisation, decision-making and other internal matters of its committees.

SUPERVISORY BOARD - DECISION-MAKING

Article 24

- 38.1** Without prejudice to Article 24.5, each Supervisory Director may cast one vote in the decision-making of the Supervisory Board.
- 38.2** A Supervisory Director can only be represented by another Supervisory Director holding a written proxy for the purpose of the deliberations and the decision-making of the Supervisory Board to the extent allowed under the Supervisory Board Rules.

- 38.3** Resolutions of the Supervisory Board shall be passed, irrespective of whether this occurs at a meeting or otherwise, by Simple Majority unless the Supervisory Board Rules provide differently.
- 38.4** Invalid votes, blank votes and abstentions shall not be counted as votes cast. Supervisory Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Supervisory Directors who are present or represented at a meeting of the Supervisory Board.
- 38.5** Where there is a tie in any vote of the Supervisory Board, the Chairman shall have a casting vote, provided that there are at least three Supervisory Directors in office. Otherwise, the relevant resolution shall not have been passed in case of a tied vote.
- 38.6** A Supervisory Director shall not participate in the deliberations and decision-making of the Supervisory Board on a matter in relation to which he has a direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it. If, as a result thereof, no resolution can be passed by the Supervisory Board, the resolution may nevertheless be passed by the Supervisory Board as if none of the Supervisory Directors has a conflict of interests as described in the previous sentence. A conflict of interests as described in this Article 24.6 shall not be considered to exist by reason only of a Supervisory Director's affiliation with a direct or indirect shareholder of the Company.
- 38.7** Subject to the provisions of the Supervisory Board Rules, meetings of the Supervisory Board can be held through audio-communication facilities, unless a Supervisory Director objects thereto.
- 38.8** Subject to the provisions of the Supervisory Board Rules, resolutions of the Supervisory Board may, instead of at a meeting, be passed in writing, provided that all Supervisory Directors are familiar with the resolution to be passed and none of them objects to this decision-making process. Articles 24.1 through 24.6 apply mutatis mutandis.

SUPERVISORY BOARD - COMPENSATION

Article 25

The General Meeting may grant a compensation to the Supervisory Directors.

INDEMNITY

Article 26

38.1 The Company shall indemnify and hold harmless each of its Indemnified Officers against:

- a.** the reasonable costs of conducting a defence against a claim based on acts or failures to act in the exercise of their statutory duties or any other duties currently or previously performed by them at the request of the Company or any Group Company;
- b.** any damages, fines or other financial losses incurred by such Indemnified Officer as a result of an act or failure to act as referred to in paragraph a. above; and
- c.** any expense reasonably paid or incurred by such Indemnified Officer in connection with any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which he becomes involved, with the exception of proceedings primarily aimed at pursuing a claim on such Indemnified Officer's own behalf,

in each case to the extent this relates to his current or former position with the Company and/or a Group Company and in each case to the extent permitted by applicable law.

38.2 No indemnification shall be given to an Indemnified Officer under these articles of association:

- a.** if a competent court or arbitral tribunal has established in a final and conclusive decision that the act or failure to act of such Indemnified Officer that led to the financial losses, fines, damages, expenses, suit, claim, action or legal proceedings as described in Article 26.1 can be characterised as wilful, intentionally reckless or seriously culpable conduct attributable to such Indemnified Officer, unless Dutch law provides otherwise or if this would, in view of the circumstances of the case at hand, be unacceptable according to standards of reasonableness and fairness;
- b.** to the extent that his financial losses, fines, damages and expenses are covered under an insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, fines, damages and expenses (or has irrevocably undertaken to do so); or
- c.** in relation to proceedings brought by such Indemnified Officer against the Company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to these articles of association or an agreement between such Indemnified Officer and the Company which has been approved by the Management Board.

38.3 The Management Board may stipulate additional terms, conditions and restrictions in relation to the indemnification referred to in Article 26.1.

GENERAL MEETING - CONVENING AND HOLDING MEETINGS

Article 27

38.1 Annually, at least one General Meeting shall be held. This annual General Meeting shall be held within six months after the end of the Company's financial year.

38.2 A General Meeting shall also be held:

- a.** within three months after the Management Board has considered it to be likely that the Company's equity has decreased to an amount equal to or lower than half of its paid up and called up capital, in order to discuss the measures to be taken if so required; and
- b.** whenever the Management Board or the Supervisory Board so decides.

38.3 General Meetings must be held in the place where the Company has its corporate seat or in Arnhem, Assen, Haarlem, The Hague, 's-Hertogenbosch, Groningen, Leeuwarden, Lelystad, Maastricht, Middelburg, Rotterdam, Schiphol (Haarlemmermeer), Utrecht or Zwolle. If and when allowed pursuant to applicable law, those who convene the General Meeting may also decide whether (and if so, under what conditions) the General Meeting shall also or exclusively be accessible through the use of electronic means. In that case, references in these articles of association to attendance of a General Meeting shall include attendance by electronic means and Article 29.2, with the exception of the first sentence of Article 29.2, shall apply mutatis mutandis in respect of attendance by electronic means.

38.4 If the Management Board and the Supervisory Board have failed to ensure that a General Meeting as referred to in Articles 27.1 or 27.2 paragraph a. is held, each Person with Meeting Rights may be authorised by the court in preliminary relief proceedings to do so.

38.5 One or more Persons with Meeting Rights who collectively represent at least the part of the Company's issued share capital prescribed by law for this purpose may request the Management Board and the Supervisory Board in writing to convene a General Meeting, setting out in detail the matters to be discussed. If neither the Management Board nor the Supervisory Board (each in that case being equally authorised for this purpose) has taken the steps necessary to ensure that the General Meeting could be held within the relevant statutory period after the request, the requesting Person(s) with Meeting Rights may be authorised, at his/their request, by the court in preliminary relief proceedings to convene a General Meeting.

- 38.6** Any matter of which the discussion has been requested in writing by one or more Persons with Meeting Rights who, individually or collectively, represent at least the part of the Company's issued share capital prescribed by law for this purpose shall be included in the convening notice or announced in the same manner, if the Company has received the substantiated request or a proposal for a resolution no later than on the sixtieth day prior to that of the General Meeting.
- 38.7** A General Meeting must be convened with due observance of the relevant statutory minimum convening period.
- 38.8** All Persons with Meeting Rights must be convened for the General Meeting in accordance with applicable law. The holders of registered shares may be convened for the General Meeting by means of convening letters sent to the addresses of those shareholders in accordance with Article 5.6. The previous sentence does not prejudice the possibility of sending a convening notice by electronic means in accordance with Section 2:113(4) DCC.

GENERAL MEETING - PROCEDURAL RULES

Article 28

- 38.1** The General Meeting shall be chaired by one of the following individuals, taking into account the following order of priority:
- a.** by the Chairman, if there is a Chairman and he is present at the General Meeting;
 - b.** by another Supervisory Director who is chosen by the Supervisory Directors present at the General Meeting from their midst;
 - c.** by the CEO, if there is a CEO and he is present at the General Meeting;
 - d.** by another Managing Director who is chosen by the Managing Directors present at the General Meeting from their midst; or
 - e.** by another person appointed by the General Meeting.

The person who should chair the General Meeting pursuant to paragraphs a. through e. may appoint another person to chair the General Meeting instead of him.

- 38.2** The chairman of the General Meeting shall appoint another person present at the General Meeting to act as secretary and to minute the proceedings at the General Meeting. Where an official report of the proceedings is drawn up by a civil law notary, no minutes need to be prepared. Any Managing Director and Supervisory Director may instruct a civil law notary to draw up such an official report at the Company's expense.

- 38.3** The chairman of the General Meeting shall decide on the admittance to the General Meeting of persons other than:
- a.** the persons who have Meeting Rights at that General Meeting, or their proxyholders; and
 - b.** those who have a statutory right to attend that General Meeting on other grounds.
- 38.4** The holder of a written proxy from a Person with Meeting Rights who is entitled to attend a General Meeting shall only be admitted to that General Meeting if the proxy is determined to be acceptable by the chairman of that General Meeting.
- 38.5** The Company may direct that any person, before being admitted to a General Meeting, identifies himself by means of a valid passport or driver's license and/or should be submitted to such security arrangements as the Company may consider to be appropriate under the given circumstances. Persons who do not comply with these requirements may be refused entry to the General Meeting.
- 38.6** The chairman of the General Meeting has the right to eject any person from the General Meeting if he considers that person to disrupt the orderly proceedings at the General Meeting.
- 38.7** The General Meeting shall be conducted in the language reasonably determined by the chairman of the General Meeting.
- 38.8** The chairman of the General Meeting may limit the amount of time that persons present at the General Meeting are allowed to take in addressing the General Meeting and the number of questions they are allowed to raise, with a view to safeguarding the orderly proceedings at the General Meeting. The chairman of the General Meeting may also adjourn the meeting if he considers that this shall safeguard the orderly proceedings at the General Meeting.

GENERAL MEETING - EXERCISE OF MEETING AND VOTING RIGHTS

Article 29

- 38.1** Each Person with Meeting Rights has the right to attend, address and, if applicable, vote at General Meetings, whether in person or represented by the holder of a written proxy. Holders of fractional shares of a certain class (if any) together constituting the nominal value of a share of that class shall exercise these rights collectively, whether through one of them or through the holder of a written proxy.
- 38.2** The Management Board may decide that each Person with Meeting Rights is entitled, whether in person or represented by the holder of a written proxy, to participate in, address and, if

applicable, vote at the General Meeting by electronic means of communication. For the purpose of applying the preceding sentence it must be possible, by electronic means of communication, for the Person with Meeting Rights to be identified, to observe in real time the proceedings at the General Meeting and, if applicable, to vote. The Management Board may impose conditions on the use of the electronic means of communication, provided that these conditions are reasonable and necessary for the identification of the Person with Meeting Rights and the reliability and security of the communication. Such conditions must be announced in the convening notice.

- 38.3** The Management Board can also decide that votes cast through electronic means of communication or by means of a letter prior to the General Meeting are considered to be votes that are cast during the General Meeting. These votes shall not be cast prior to the Registration Date.
- 38.4** For the purpose of Articles 29.1 through 29.3, those who have voting rights and/or Meeting Rights on the Registration Date and are recorded as such in a register designated by the Management Board shall be considered to have those rights, irrespective of whoever is entitled to the shares or depository receipts at the time of the General Meeting. Subject to mandatory Dutch law, the Management Board is free to determine, when convening a General Meeting, whether the previous sentence applies.
- 38.5** Each Person with Meeting Rights must notify the Company in writing of his identity and his intention to attend the General Meeting. This notice must be received by the Company ultimately on the seventh day prior to the General Meeting, unless indicated otherwise when such General Meeting is convened. Persons with Meeting Rights that have not complied with this requirement may be refused entry to the General Meeting. When a General Meeting is convened the Management Board may stipulate not to apply the previous provisions of this Article 29.5 in respect of the exercise of Meeting Rights and/or voting rights attached to Class B shares at such General Meeting.

GENERAL MEETING - DECISION-MAKING

Article 30

- 38.1** Each Class A share shall give the right to cast one vote at the General Meeting. Each Class B share shall give the right to cast ten votes at the General Meeting. Fractional shares of a certain class, if any, collectively constituting the nominal value of a share of that class shall be considered to be equivalent to such a share.

- 38.2** No vote may be cast at a General Meeting in respect of a share belonging to the Company or a Subsidiary or in respect of a share for which any of them holds the depository receipts. Usufructuaries and pledgees of shares belonging to the Company or its Subsidiaries are not, however, precluded from exercising their voting rights if the usufruct or pledge was created before the relevant share belonged to the Company or a Subsidiary. Neither the Company nor a Subsidiary may vote shares in respect of which it holds a usufruct or a pledge.
- 38.3** Unless a greater majority is required by law or by these articles of association, all resolutions of the General Meeting shall be passed by Simple Majority.
- 38.4** Invalid votes, blank votes and abstentions shall not be counted as votes cast. Shares in respect of which an invalid or blank vote has been cast and shares in respect of which an abstention has been made shall be taken into account when determining the part of the issued share capital that is represented at a General Meeting.
- 38.5** Where there is a tie in any vote of the General Meeting, the relevant resolution shall not have been passed.
- 38.6** The chairman of the General Meeting shall decide on the method of voting and the voting procedure at the General Meeting.
- 38.7** The determination during the General Meeting made by the chairman of that General Meeting with regard to the results of a vote shall be decisive. If the accuracy of the chairman's determination is contested immediately after it has been made, a new vote shall take place if the majority of the General Meeting so requires or, where the original vote did not take place by response to a roll call or in writing, if any party with voting rights who is present so requires. The legal consequences of the original vote shall lapse as a result of the new vote.
- 38.8** The Management Board shall keep a record of the resolutions passed. The record shall be available at the Company's office for inspection by Persons with Meeting Rights. Each of them shall, upon request, be provided with a copy of or extract from the record, at no more than the cost price.
- 38.9** The Managing Directors and Supervisory Directors shall, in that capacity, have an advisory vote at the General Meetings.

GENERAL MEETING - SPECIAL RESOLUTIONS

Article 31

- 38.1** The following resolutions can only be passed by the General Meeting at the proposal of the Management Board, subject to the approval of the Supervisory Board:

- a. the issue of shares or the granting of rights to subscribe for shares;
- b. the limitation or exclusion of pre-emption rights;
- c. the designation or granting of an authorisation as referred to in Articles 7.1, 8.5 and 11.2, respectively;
- d. the reduction of the Company's issued share capital;
- e. the making of a distribution from the Company's profits or reserves on the Class A shares or on the Class B shares;
- f. the making of a distribution in the form of shares in the Company's capital or in the form of assets, instead of in cash;
- g. the amendment of these articles of association;
- h. the entering into of a merger or demerger;
- i. the instruction of the Management Board to apply for the Company's bankruptcy; and
- j. the Company's dissolution.

38.2 For purposes of Article 31.1, a resolution shall not be considered to have been proposed by the Management Board if such resolution has been included in the convening notice or announced in the same manner by or at the request of one or more Persons with Meeting Rights pursuant to Articles 27.5 and/or 27.6, unless the Management Board has expressly indicated its support of such resolution in the agenda of the General Meeting concerned or in the explanatory notes thereto.

CLASS MEETINGS

Article 32

- 38.1** A Class Meeting shall be held whenever a resolution of that Class Meeting is required by Dutch law or under these articles of association and otherwise whenever the Management Board or the Supervisory Board so decides.
- 38.2** Without prejudice to Article 32.1, for Class Meetings, the provisions concerning the convening of, drawing up of the agenda for, holding of and decision-making by the General Meeting apply mutatis mutandis.
- 38.3** For as long as Class B shares are not admitted to trading on a stock exchange, the following shall apply in relation to Class Meetings of Class B shares (notwithstanding Article 32.2):
- a. Articles 27.3, 27.8, 28.3 and 30 apply mutatis mutandis;

- b. a Class Meeting must be convened no later than on the eighth day prior to that of the meeting;
- c. a Class Meeting shall appoint its own chairman;
- d. where the rules laid down by these articles of association in relation to the convening, location of or drawing up of the agenda for a Class Meeting have not been complied with, legally valid resolutions may still be passed by that Class Meeting by a unanimous vote at a meeting at which all shares of the relevant class are represented; and
- e. holders of Class B shares may pass resolutions in writing instead of at a meeting by a unanimous vote of all shareholders concerned; the votes may be cast electronically.

REPORTING - FINANCIAL YEAR, ANNUAL ACCOUNTS AND MANAGEMENT REPORT

Article 33

- 38.1** The Company's financial year shall coincide with the calendar year.
- 38.2** Annually, within the relevant statutory period, the Management Board shall prepare the annual accounts and the management report and deposit them at the Company's office for inspection by the shareholders.
- 38.3** The annual accounts shall be signed by the Managing Directors and the Supervisory Directors. If any of their signatures is missing, this shall be mentioned, stating the reasons.
- 38.4** The Company shall ensure that the annual accounts, the management report and the particulars to be added pursuant to Section 2:392(1) DCC shall be available at its offices as from the convening of the General Meeting at which they are to be discussed. The Persons with Meeting Rights are entitled to inspect such documents at that location and to obtain a copy at no cost.
- 38.5** The annual accounts shall be adopted by the General Meeting.

REPORTING - AUDIT

Article 34

- 38.1** The General Meeting shall instruct an auditor as referred to in Section 2:393 DCC to audit the annual accounts. Where the General Meeting fails to do so, the Supervisory Board shall be authorised, failing which the Management Board shall be authorised.

38.2 The instruction may be revoked by the General Meeting and by the body that has granted the instruction; the instruction granted by the Management Board can also be revoked by the Supervisory Board. The instruction can only be revoked for well-founded reasons; a difference of opinion regarding the reporting or auditing methods shall not constitute such a reason.

DISTRIBUTIONS - GENERAL

Article 35

38.1 A distribution can only be made to the extent that the Company's equity exceeds the amount of the paid up and called up part of its capital plus the reserves which must be maintained by law.

38.2 The Management Board may, subject to the approval of the Supervisory Board, resolve to make interim distributions, provided that it appears from interim accounts to be prepared in accordance with Section 2:105(4) DCC that the requirement referred to in Article 35.1 has been met.

38.3 Distributions shall be made in proportion to the aggregate number of shares held, irrespective of the nominal value of such shares.

38.4 The parties entitled to a distribution shall be the relevant shareholders, usufructuaries and pledgees, as the case may be, at a date to be determined by the Management Board for that purpose, subject to the approval of the Supervisory Board. This date shall not be earlier than the date on which the distribution was announced.

38.5 The General Meeting may resolve, subject to Article 31, that all or part of such distribution, instead of being made in cash, shall be made in the form of shares in the Company's capital or in the form of the Company's assets.

38.6 A distribution shall be payable on such date and, if it concerns a distribution in cash, in such currency as determined by the Management Board, subject to the approval of the Supervisory Board. If it concerns a distribution in the form of the Company's assets, the Management Board shall determine the value attributed to such distribution for purposes of recording the distribution in the Company's accounts with due observance of applicable law (including the applicable accounting principles), subject to the approval of the Supervisory Board.

38.7 A claim for payment of a distribution shall lapse after five years have expired after the distribution became payable.

38.8 For the purpose of calculating the amount or allocation of any distribution, shares held by the Company in its own capital shall not be taken into account. No distribution shall be made to the Company in respect of shares held by it in its own capital.

DISTRIBUTIONS - RESERVES

Article 36

- 38.1** All reserves maintained by the Company shall be attached to the Class A shares and the Class B shares as if they are shares of the same class.
- 38.2** Subject to Article 31, the General Meeting is authorised to resolve to make a distribution from the Company's reserves.
- 38.3** Without prejudice to Article 36.4, distributions from a reserve shall be made on the Class A shares and the Class B shares as if they are shares of the same class.
- 38.4** Subject to the approval of the Supervisory Board, the Management Board may resolve to charge amounts to be paid up on shares against the Company's reserves, irrespective of whether those shares are issued to existing shareholders.

DISTRIBUTIONS - PROFITS

Article 37

- 38.1** Subject to Article 35.1, the profits shown in the Company's annual accounts in respect of a financial year shall be appropriated as follows, and in the following order of priority:
- a.** subject to the approval of the Supervisory Board, the Management Board shall determine which part of the profits shall be added to the Company's reserves; and
 - b.** subject to Article 31, the remaining profits shall be at the disposal of the General Meeting for distribution on the Class A shares and the Class B shares as if they are shares of the same class.
- 38.2** Without prejudice to Article 35.1, a distribution of profits shall be made after the adoption of the annual accounts that show that such distribution is allowed.

DISSOLUTION AND LIQUIDATION

Article 38

- 38.1** In the event of the Company being dissolved, the liquidation shall be effected by the Management Board under the supervision of the Supervisory Board, unless the General Meeting decides otherwise.
- 38.2** To the extent possible, these articles of association shall remain in effect during the liquidation.
- 38.3** To the extent that any assets remain after payment of all of the Company's debts, those assets shall be distributed to the holders of Class A shares and the Class B shares as if they are shares of the same class. Article 35.3 applies mutatis mutandis.
- 38.4** After the Company has ceased to exist, its books, records and other information carriers shall be kept for the period prescribed by law by the person designated for that purpose in the resolution of the General Meeting to dissolve the Company. Where the General Meeting has not designated such a person, the liquidators shall do so.

MANAGEMENT BOARD RULES

TRIVAGO N.V.

INTRODUCTION

Article 1

- 9.1** These rules govern the organisation, decision-making and other internal matters of the Management Board. In performing their duties, the Managing Directors shall act in compliance with these rules.
- 9.2** These rules are complementary to, and subject to, the Articles of Association, and applicable laws and regulations.
- 9.3** These rules shall be posted on the Company's website.

DEFINITIONS AND INTERPRETATION

Article 2

- 9.1** In these rules the following definitions shall apply:

Annual Business Plan	The Company's annual business plan prepared by the Management Board and approved by the Supervisory Board.
Appendix	The appendix to these rules.
Article	An article of these rules.
Articles of Association	The Company's articles of association.
Audit Committee	The audit committee established by the Supervisory Board.
Board Meeting	A meeting of the Management Board.
CEO	The Company's chief executive officer.
CFO	The Company's chief financial officer.
Class A share	A class A share in the Company's capital.
Class B share	A class B share in the Company's capital.
Company	trivago N.V.
Conflict of Interests	A direct or indirect personal interest of a Managing Director which conflicts with the interests of the Company and of the business connected with it.

General Meeting	The Company's general meeting of shareholders.
Incentive Plan	The Company's 2016 Omnibus Incentive Plan, any successor incentive plan, and any predecessor phantom option and profit sharing bonus agreements in existence as of the date hereof or amended pursuant to forms of amendment approved by the General Meeting, in each case as amended, supplemented or otherwise modified from time to time.
Management Board	The Company's management board.
Managing Director	A member of the Management Board.
Simple Majority	More than half of the votes cast.
Subsidiary	<p>A subsidiary of the Company within the meaning of Section 2:24a DCC, including:</p> <ul style="list-style-type: none">a. an entity in whose general meeting the Company or one or more of its Subsidiaries can exercise, whether or not by virtue of an agreement with other parties with voting rights, individually or collectively, more than half of the voting rights; andb. an entity of which the Company or one or more of its Subsidiaries are members or shareholders and can appoint or dismiss, whether or not by virtue of an agreement with other parties with voting rights, individually or collectively, more than half of the managing directors or of the supervisory directors, even if all parties with voting rights cast their votes.
Supervisory Board	The Company's supervisory board.

9.2 References to statutory provisions are to those provisions as they are in force from time to time.

9.3 Terms that are defined in the singular have a corresponding meaning in the plural.

9.4 Words denoting a gender include each other gender.

9.5 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

COMPOSITION

Article 3

- 9.1 The Management Board consists of at least two and no more than six Managing Directors, including the CEO and the CFO. No Managing Director shall be or become tax resident in the Netherlands or the United States without the prior explicit consent of the Supervisory Board.
- 9.2 The Managing Directors shall be appointed, suspended and dismissed in accordance with the Articles of Association and applicable law.
- 9.3 A person may be appointed as Managing Director for a maximum term of up to five years, provided that the term of office of a Managing Director may be extended to expire at the end of the annual General Meeting held in the fifth year following his most recent (re)appointment as a Managing Director. A Managing Director is expected to retire early in the event of inadequate functioning, structural incompatibility of interests, and in other instances in which this is deemed necessary by the Supervisory Board.
- 9.4 The Supervisory Board may designate any Managing Director as CEO, CFO or as any other officer of the Company, with such duties and responsibilities as shall be determined by the Management Board . The Supervisory Board may revoke or change the officer title assigned to any Management Director, provided that the Managing Director concerned shall subsequently continue his term of office as a Managing Director without having such officer title.
- 9.5 The Management Board should be composed such that the requisite expertise, background and skills are present, enabling the Managing Directors to carry out their duties properly. Each Managing Director should have the specific expertise required for the fulfilment of his duties.

DUTIES AND ORGANISATION

Article 4

- 9.1 The Management Board is charged with the management of the Company, subject to the restrictions contained in the Articles of Association and these rules. In performing their duties, Managing Directors shall be guided by the interests of the Company and of the business connected with it.
- 9.2 Each Managing Director shall perform, and shall be responsible for, the tasks and duties allocated to him by the Management Board. Notwithstanding a Managing Director's own responsibility for tasks and duties assigned to him, each Managing Director should work with the other Managing Directors in a cooperative manner within the scope of the general tasks and duties of the Management Board as a whole. The Managing Directors are obliged to inform each other continuously on important business affairs, planning, developments and measures relating to the tasks and duties allocated to them, in particular on special risks or threatened losses, and are obliged to consult the other Managing Directors about issues of essential importance.
- 9.3 Each Managing Director is required to perform his tasks and duties for which he is responsible as Managing Director in principle from the Company's principal offices in Germany (or otherwise from a location in Germany). When performing his tasks and duties for the Company, in particular outside of Germany, each Managing Director shall use good faith efforts to comply with the "best-practice" guidelines issued from time to time by the Supervisory Board from a tax perspective, including guidelines to preserve the status of the Company as a tax resident of Germany. In no case shall a

deviation from the "best-practice" guidelines constitute a violation of the respective Managing Director under these rules and/or the "best practice"-guidelines if either the Supervisory Board or the Audit Committee has approved the respective action or has confirmed that the respective action is in line with the "best-practice"-guidelines.

- 9.4** The Management Board is responsible for the continuity of the Company and its business, focusing on long-term value creation for the Company and its business. The Management Board shall, under the supervision of the Supervisory Board, formulate and implement a strategy focus on long-term value creation that may, depending on market dynamics, continually require short-term adjustment.
- 9.5** The Management Board should engage the Supervisory Board at a timely stage in formulating the view on long-term value creation and the strategy for its realisation. The Management Board should submit the strategy, and the explanatory notes to that strategy, to the Supervisory Board for approval.
- 9.6** The Management Board shall provide the Supervisory Board with the information necessary for the performance of its tasks in a timely fashion. At least once per calendar quarter, the Management Board shall inform the Supervisory Board in writing of the main features of the strategic policy, the general and financial risks and the administration and control system of the Company. The Management Board shall attend any meetings that are from time to time convened by the Supervisory Board to discuss certain business with the Management Board, provided that all Managing Directors shall be given reasonable notice by or on behalf of the Supervisory Board of any such meeting at least one week in advance. The Management Board shall provide the Supervisory Board with any information reasonably requested by the Supervisory Board in advance of such meetings.
- 9.7** The Management Board should identify and analyse the risks associated with the Company's strategy and activities. It should set the rules within which the Company may accept risks and the control measures to counter those risks. The context for this analysis should be determined by aspects such as the Company's continuity, reputation, financial reporting, funding, operating activities and long-term value creation.
- 9.8** Based on the risk assessment referred to in Article 4.7, the Management Board should design, implement and maintain adequate internal risk management and control systems. As much as possible, these systems should form part of the work processes within the Company and - to the extent relevant - should be known at all levels within the enterprise affiliated with the Company. The internal risk management and control systems should be adjusted in response to incidents in a timely fashion.
- 9.9** The Management Board should monitor the operation of the internal risk management and control systems and, at least annually, carry out a systematic review of the effectiveness of the systems' design and operation. Such monitoring should cover all material control measures, including the financial, operational and compliance aspects, and take account of weaknesses observed and lessons learned, signals from whistleblowers and findings from the internal audit function and the external auditor. Where necessary, improvements should be made to internal risk management and control systems.
- 9.10** The Management Board should render account to the Supervisory Board and to the Company's audit committee of the effectiveness of the design and operation of the Company's internal risk management and control systems.

- 9.11** The Management Board is responsible for the functioning of the Company's internal audit function. The Management Board should both appoint and dismiss the senior internal auditor. Both the appointment and the dismissal of the senior internal auditor should be submitted to the chairman of the Audit Committee for approval. The Management Board should annually assess the functioning of the internal audit function, taking into account the Audit Committee's opinion.
- 9.12** The Management Board is responsible for creating a culture aimed at long-term value creation for the Company and its business, under the supervision of the Supervisory Board. The Management Board is responsible for embedding the culture in the Company's business. In doing so, the Management Board should pay attention to culture- and conduct-determining factors such as the business model and the environment in which the Company operates.
- 9.13** Without prejudice to any other approval requirements under Dutch law, the Articles of Association, or these rules, the approval of the Supervisory Board is required for matters described in the Appendix with respect to the Company or any Subsidiary.

DECISION-MAKING

Article 5

- 9.1** The Management Board shall meet as often as any of the Managing Directors deems necessary or appropriate but in general at least once per any month.
- 9.2** A Board Meeting may be convened by any Managing Director by means of a written notice.
- 9.3** All Managing Directors shall be given reasonable notice of at least one week for all Board Meetings, unless a shorter notice is required to avoid a delay which could reasonably be expected to have an adverse effect on the Company and/or the business connected with it. Notice of a Board Meeting shall include the date, time, place and agenda for that Board Meeting and shall be sent to the Managing Directors in writing.
- 9.4** As a matter of principle Board Meetings shall be physically held in Germany. In case a Managing Director is travelling at the point in time when a Board Meeting is scheduled or a Managing Director is otherwise prevented from joining a Board Meeting in person, such Managing Director may participate in the respective Board Meeting by means of audio-communication facilities, provided that either (i) the travelling Managing Director is participating in the Board Meeting from a location in Germany or [(ii) the majority of all participating Managing Directors is participating in the Board Meeting in Germany, and the travelling Managing Director does not participate from a location in the Netherlands.]Moreover, in case the travelling Managing Director is the CEO, the travelling Managing Director may only participate from a location other than Germany (for the avoidance of doubt, with the exception of the Netherlands), if the travelling Managing Director has participated in at least 75% of the Board Meetings over the prior twelve months in person or from a location in Germany. In exceptional circumstances a Board Meeting may be held entirely by means of audio-communication facilities, provided that no Managing Director participates in such Board Meeting from a location in the Netherlands. Exceptional circumstances within the meaning of the preceding sentence shall only apply if a Board Meeting must be held in such manner in order to avoid material or irreversible damage of any kind (including pecuniary, reputational or otherwise) to the Company. A Managing

Director cannot be represented by another Managing Director for the purpose of the deliberations and the decision-making of the Management Board.

- 9.5** If a Board Meeting has not been convened in accordance with Articles 5.2 and 5.3, resolutions may nevertheless be passed at such Board Meeting by a unanimous vote of all Managing Directors.
- 9.6** All Board Meetings shall be chaired by the CEO or, in his absence, by another Managing Director designated by the Managing Directors present at the relevant Board Meeting. The chairman of the Board Meeting shall appoint a secretary to prepare the minutes of the proceedings at such Board Meeting. The secretary does not necessarily need to be a Managing Director.
- 9.7** Minutes of the proceedings at a Board Meeting shall be sufficient evidence thereof and of the observance of all necessary formalities, provided that such minutes are certified by a Managing Director.
- 9.8** Without prejudice to Article 5.11, each Managing Director may cast one vote in the decision-making of the Management Board.
- 9.9** Resolutions of the Management Board shall be passed, irrespective of whether this occurs at a Board Meeting or otherwise, by Simple Majority unless these rules provide differently.
- 9.10** Invalid votes, blank votes and abstentions shall not be counted as votes cast. Managing Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Managing Directors who are present or represented at a Board Meeting.
- 9.11** Where there is a tie in any vote of the Management Board, the CEO shall have a casting vote.
- 9.12** In exceptional circumstances (as defined in Article 5.4 above), resolutions of the Management Board may, instead of at a Board Meeting, be passed in writing, provided that (i) all Managing Directors are familiar with the resolution to be passed, (ii) none of them objects to this decision-making process and (iii) the resolution shall not be signed in the Netherlands. However, in principle, Board Meetings should be held as physical meetings. Articles 5.8 through 5.11 apply mutatis mutandis.

CONFLICT OF INTERESTS

Article 6

- 9.1** A Managing Director shall not participate in the deliberations and decision-making of the Management Board on a matter in relation to which he has a Conflict of Interests. If, as a result thereof, no resolution can be passed by the Management Board, the resolution shall be passed by the Supervisory Board.
- 9.2** A Conflict of Interests shall be considered to exist if the Company intends to enter into a transaction with a legal entity:
- a.** in which a Managing Director personally has a material financial interest;
 - b.** which has a member of its management board or its supervisory board who is related under family law to a Managing Director; or
 - c.** in which a Managing Director has a management or supervisory position.

A Conflict of Interests shall not be considered to exist by reason only of a Managing Director's affiliation with a direct or indirect shareholder of the Company.

- 9.3** A Managing Director should immediately report any actual or potential Conflict of Interests in a transaction that is of material significance to the Company and/or to such Managing Director to the chairman of the Supervisory Board and to the other members of the Management Board. The Managing Director concerned should provide all relevant information in that regard, including the information relevant to the situation concerning his spouse, registered partner or other life companion, foster child and relatives by blood or marriage up to the second degree. The Supervisory Board should decide, outside the presence of the Managing Director concerned, whether there is a Conflict of Interests.
- 9.4** All transactions in which there are Conflicts of Interests with Managing Directors should be agreed on terms that are customary in the market. Decisions to enter into transactions in which there are Conflicts of Interests with Managing Directors that are of material significance to the Company and/or to the relevant Managing Director shall require the approval of the Supervisory Board.

POWERS OF ATTORNEY

Article 7

The Management Board, as well as each Managing Director individually, may grant powers of attorney to perform acts on the Company's behalf from time to time, provided that the holder of any such power of attorney must be a German tax resident, unless it concerns a power of attorney granted to an advisor, lawyer or auditor of the Company and the scope of such power of attorney is limited to the performance of certain specified acts on the Company's behalf.

OWNERSHIP OF AND TRADING IN FINANCIAL INSTRUMENTS

Article 8

- 9.1** The Managing Directors shall be subject to the Company's insider trading policy.
- 9.2** In addition, each Managing Director shall practice great reticence:
- a.** when conducting a transaction in shares or other financial instruments issued by, or relating to, another listed company if this could reasonably create the appearance of such Managing Director possessing, or being able to possess, price-sensitive information concerning such company; and
 - b.** in the ownership of and trading in shares or other financial instruments issued by, or relating to, another listed company which is a direct competitor of the Company.

COMPENSATION

Article 9

- 9.1** The General Meeting shall determine the Company's policy concerning the compensation of the Management Board with due observance of the relevant statutory requirements.

9.2 The compensation of Managing Directors shall be determined by the Supervisory Board, at the proposal of the Company's compensation committee, and with due observance of the Company's compensation policy.

AMENDMENTS

Article 10

Pursuant to a resolution to that effect, the Management Board may, with the approval of the Supervisory Board, amend or supplement these rules.

GOVERNING LAW AND JURISDICTION

Article 11

These rules shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with these rules shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

Appendix - Matters requiring Supervisory Board approval

The Managing Directors shall have the full power and authority to manage the operations of the Company and its Subsidiaries in a manner materially consistent with the Annual Business Plan approved by the Supervisory Board (as amended from time to time with the consent of the Supervisory Board). For the avoidance of doubt, the Supervisory Board shall not issue instructions to the Managing Directors except as otherwise set forth in these rules or as required by Dutch law.

Notwithstanding the foregoing, except as agreed in the Annual Business plan, prior to entering into the following transactions or making the following decisions with respect to the Company or any Subsidiary, the Management Board shall obtain the prior consent of the Supervisory Board:

1. Acquisitions & Sales

- a) Purchase, sale, transfer, lease (as lessor or in respect of real property) or other acquisition or disposition of assets (including equity interests in a Subsidiary, except to the extent disposed to a wholly owned Subsidiary) other than such purchases, sales, transfers, leases or other dispositions or acquisitions with a value for accounting purposes of less than USD 10,000,000. Prior notice of such purchases, sales, transfers, leases or other dispositions or acquisitions shall be provided to Expedia Group, Inc. and such purchase, sale, transfer, lease or other disposition or acquisition shall only be consummated if it would be permitted under Expedia Group, Inc.'s credit facilities or other debt instruments; or any merger of, or sale of all or substantially all of the assets of, any Subsidiary (except for a merger with or sale to another Subsidiary);
- b) liquidating or dissolving the Company or any Subsidiary;

2. Liabilities & Debts

- a) granting loans, payment guarantees (*Bürgschaften*), indemnities, or incurring other liabilities to third parties outside the ordinary course of business in excess of EUR 10,000,000;
- b) taking out loans, borrowings or other debt (or providing any guarantee of such obligations of any other person or entity) or granting any liens other than liens securing the foregoing, which permitted debt and liens at any time outstanding exceed EUR 10,000,000;

3. Material Agreements

- a) entering into joint-venture, partnership and/or similar agreements (i) which cannot be terminated without penalty within 5 years' or (ii) of significant value that concern a material change to the identity or the character of the Company or the business;
- b) entering into non-compete or exclusivity agreements or other agreements that restrict the freedom of the business and which agreements are terminable later than two years after having been entered into;
- c) entering into agreements (i) which cannot be terminated without penalty within five years involving an annual commitment in excess of EUR 10,000,000 or (ii) for annual commitment in excess of EUR 10,000,000 or a total commitment in excess of EUR20,000,000, save that the threshold for annual commitments for brand marketing shall be EUR 50,000,000;

- d) entering into agreements under which the Company or any Subsidiary binds or purports to bind any of the Company's shareholders or its shareholders' affiliates (other than the Company's subsidiaries) or to cause such shareholders or affiliates to take or forbear from taking action;
- e) entering into, amending or terminating agreements between the Company (or any Subsidiary) and any managing director of the Company or any Subsidiary, any companies affiliated with such managing director, or third parties represented by such managing director;
- f) entering into or amending any agreements or other arrangements with any third party that restrict in any fashion the ability of the Company (or any Subsidiary), which ability shall be subject to the terms of these rules (a) to pay dividends or other distributions with respect to any shares in the capital of the Company (or any Subsidiary) or (b) to make or repay loans or advances to, or guarantee debt of, any of the Company's shareholders or such shareholders subsidiaries;
- g) entering into, amending or terminating domination agreements (*Beherrschungsverträge*), profit and loss pooling agreements (*Gewinnabführungsverträge*), business leasing contracts (*Unternehmenspachtverträge*) or tax units (*Organschaften*);
- h) entering into any transaction with any affiliate or shareholder of the Company which is outside the ordinary course of business and not at arms' length terms;

4. Transactions related to Share Capital

- a) issuing shares in the capital of the Company or any Subsidiary (including phantom stock and profit participation rights) or granting options (including phantom options) or subscription rights for shares of the Company or any Subsidiary, except pursuant to the Incentive Plan;
- b) share repurchases by the Company or any Subsidiary (other than in connection with conversion of Class B shares into Class A shares);
- c) amendments, modifications or waivers to, or the exercise of any rights under, any stock option, phantom option or similar program of the Company or any Subsidiary, except to the extent provided in the Incentive Plan;

5. Tax & Accounting Matters

- a) making changes to regulatory or tax status or classification of the Company or any Subsidiary;
- b) change of material accounting standards not required by applicable law or Dutch or U.S. GAAP policy;

6. Employment Matters

- a) entering into, amending or terminating employment contracts with any Managing Director;
- b) entering into any collective bargaining agreements (*Tarifverträge*); and

7. Litigation

- a) initiating or settling material litigation in excess of EUR 1,000,000.

The Managing Directors shall in due course at least thirty (30) days before the end of each fiscal year of the Company prepare and submit to the Supervisory Board an annual business plan for the following fiscal year. The Annual Business Plan shall become effective upon the approval of the Supervisory Board and the Annual Business Plan may be amended by the Management Board by a quarterly plan with the consent of the Supervisory Board. The Annual Business Plan will address, in reasonable detail, any anticipated transactions of the type described in paragraph 1(a) above. The fiscal year of the Company shall be the calendar year.

If at the beginning of a fiscal year no new Annual Business Plan is in effect because the Supervisory Board did not approve the annual business plan submitted by the Managing Directors or the Managing Directors did not submit an annual business plan as and when required hereunder, the Annual Business Plan for the previous business year shall stay in effect until such time when the Supervisory Board approves a new annual business plan for the running fiscal year, provided that the target figures for revenue and adjusted EBITDA shall increase by 15% to the previous Annual Business Plan and expense items shall be adjusted accordingly.

SUPERVISORY BOARD RULES

TRIVAGO N.V.

INTRODUCTION

Article 1

- 10.1** These rules govern the organisation, decision-making and other internal matters of the Supervisory Board. In performing their duties, the Supervisory Directors shall act in compliance with these rules.
- 10.2** These rules are complementary to, and subject to, the Articles of Association and applicable laws and regulations.
- 10.3** These rules shall be posted on the Website.

DEFINITIONS AND INTERPRETATION

Article 2

- 10.1** In these rules the following definitions shall apply:

Article	An article of these rules.
Articles of Association	The Company's articles of association.
Audit Committee	The audit committee established by the Supervisory Board.
Chairman	The chairman of the Supervisory Board.
Committee	The Audit Committee, the Compensation Committee and any other permanent or ad hoc committee established by the Supervisory Board.
Committee Charter	The charter governing the organisation, decision-making and other internal matters of the relevant Committee.
Company	trivago N.V.
Compensation Committee	The compensation committee established by the Supervisory Board.
Conflict of Interests	A direct or indirect personal interest of a Supervisory Director which conflicts with the interests of the Company and of the business connected with it.
General Meeting	The Company's general meeting of shareholders.
Management Board	The Company's management board.
Managing Director	A member of the Management Board.
Simple Majority	More than half of the votes cast.
Supervisory Board	The Company's supervisory board.
Supervisory Board Meeting	A meeting of the Supervisory Board.
Supervisory Director	A member of the Supervisory Board.
Vice-Chairman	The vice-chairman of the Supervisory Board.
Website	The Company's website.

10.2 References to statutory provisions are to those provisions as they are in force from time to time.

10.3 Terms that are defined in the singular have a corresponding meaning in the plural.

10.4 Words denoting a gender include each other gender.

10.5 Except as otherwise required by law, the terms "written" and "in writing" include the use of electronic means of communication.

COMPOSITION

Article 3

10.1 The Supervisory Board shall determine the number of Supervisory Directors.

10.2 No more than one (1) Supervisory Director shall be a Dutch tax resident. At least three Supervisory Directors shall not be citizens or residents of the United States of America and at least one Supervisory Director shall be tax resident in Germany.

10.3 The Supervisory Directors shall be appointed, suspended and dismissed in accordance with the Articles of Association and applicable law.

10.4 A person may be appointed as Supervisory Director for up to three years, provided that the term of office of a Supervisory Director may be extended to expire at the end of the annual General Meeting held in the third year following his most recent (re)appointment as a Supervisory Director. A Supervisory Director is expected to retire early in the event of inadequate functioning, structural incompatibility of interests, and in other instances in which this is deemed necessary by the Supervisory Board.

10.5 The Supervisory Board should be composed such that the requisite expertise, background and skills are present, enabling the Supervisory Board to carry out its duties properly. Each Supervisory Director should have the specific expertise required for the fulfilment of his duties.

10.6 Each Supervisory Director should be capable of assessing the broad outline of the Company's overall management and at least one Supervisory Director should have specific expertise in technological innovations and new business models.

10.7 The Supervisory Board shall be composed of individuals who are knowledgeable and have relevant experience and expertise in one or more of the following areas:

- a.** the industry in which the Company operates;
- b.** general management;
- c.** finance, administration and accounting;
- d.** strategy;
- e.** marketing and sales;
- f.** innovation, research and development;

- g.** human resources, personnel and organisation;
- h.** information technology; and/or
- i.** legal affairs.

10.8 Each Supervisory Director shall be expected to have the following competences and qualities:

- a.** integrity;
- b.** the ability to act critically and independently of the other Supervisory Directors and the Management Board;
- c.** the ability to promote and protect the interests of the Company, its business and its stakeholders;
- d.** awareness of international trends in society, economy and politics;
- e.** a track record of proven success;
- f.** analytical, critical and solution-oriented;
- g.** having sufficient time at his disposal to perform his duties properly;
- h.** willingness to follow induction and training programmes and to be periodically evaluated; and
- i.** ambition for continuous improvement.

10.9 The Supervisory Directors to be appointed as members of the Audit Committee shall be independent for purposes of the listing standards of the NASDAQ Stock Market.

10.10 The Company endorses the importance of diversity in terms of, among other things, background, age, gender, nationality, and experience. However, the importance of diversity, in and of itself, should never set aside the overriding principle that a Supervisory Director should always be recommended, nominated and appointed for being the "best man or woman for the job".

10.11 The Supervisory Board shall elect a Supervisory Director to be the Chairman and another Supervisory Director to be the Vice-Chairman. The Supervisory Board may revoke the title of Chairman or Vice-Chairman, provided that the Supervisory Director concerned shall subsequently continue his term of office as a Supervisory Director without having the title of Chairman or Vice-Chairman, as the case may be.

10.12 The Supervisory Board should ensure that the Company has a sound plan in place for the succession of Managing Directors and Supervisory Directors that is aimed at retaining the balance in the requisite expertise and experience as described in these rules. The Supervisory Board should also draw up a retirement schedule in order to avoid, as much as possible,

Supervisory Directors retiring simultaneously. The retirement schedule should be made generally available on the Website.

DUTIES AND ORGANISATION

Article 4

- 10.1** The Supervisory Board is charged with the supervision of the policy of the Management Board and the general course of affairs of the Company and of the business connected with it, subject to the restrictions contained in the Articles of Association and these rules. In so doing, the Supervisory Board should also focus on the effectiveness of the Company's internal risk management and control systems and the integrity and quality of the financial reporting. The Supervisory Board shall provide the Management Board with advice. In performing their duties, Supervisory Directors shall be guided by the interests of the Company and of the business connected with it.
- 10.2** The Supervisory Board should supervise the manner in which the Management Board realises the Company's long-term value creation strategy. The Supervisory Board should in any event once per year discuss the strategy aimed at long-term value creation, the implementation of the strategy and the principal risks associated with it.
- 10.3** The Management Board shall provide the Supervisory Board with the information necessary for the performance of its tasks in a timely fashion. At least once per calendar quarter, the Management Board shall inform the Supervisory Board in writing of the main features of the strategic policy, the general and financial risks and the administration and control system of the Company. The Supervisory Board as a whole and the Supervisory Directors individually also have their own responsibility for obtaining all information from the Management Board, the internal auditor and the external auditor which the Supervisory Board may need in order to be able to carry out its supervisory duties properly. If considered necessary by the Supervisory Board, it may obtain information from officers and external advisers of the Company. The Company shall provide the necessary means for this purpose. The Supervisory Board may require that certain officers and external advisers attend Supervisory Board Meetings.
- 10.4** The functioning of the Management Board and the Supervisory Board as a whole and the functioning of their respective individual members should be evaluated by the Supervisory Board on a regular basis.

CHAIRMAN, VICE-CHAIRMAN AND COMPANY SECRETARY

Article 5

- 10.1** The Chairman should act on behalf of the Supervisory Board as the main contact for the Management Board, the Supervisory Board and for shareholders regarding the functioning of Managing Directors and Supervisory Directors.
- 10.2** The Chairman shall endeavour that:
- a.** the Supervisory Board has proper contact with the Management Board and the General Meeting;
 - b.** the Supervisory Board elects a Vice-Chairman;
 - c.** the functioning of individual Managing Directors and Supervisory Directors is assessed at least annually;
 - d.** the Committees function properly;
 - e.** there is sufficient time for deliberation and decision-making by the Supervisory Board;
 - f.** the Supervisory Directors and Managing Directors follow their induction programme;
 - g.** the Supervisory Directors and Managing Directors follow their education or training programme;
 - h.** the Supervisory Directors receive all information that is necessary for the proper performance of their duties in a timely fashion;
 - i.** the Management Board performs activities in respect of culture;
 - j.** he recognises signs from the Company's business and ensures that any actual or suspected misconduct is reported to him without delay;
 - k.** the General Meeting proceeds in an orderly and efficient manner in order to promote a meaningful discussion at the General Meeting;
 - l.** effective communication with shareholders is assured; and
 - m.** any takeover process is properly conducted.
- 10.3** The Chairman should consult regularly with the Company's chief executive officer.
- 10.4** The Vice-Chairman shall deputise for the Chairman when the occasion arises. All duties of the Chairman shall vest in the Vice-Chairman if the Chairman is absent or unable to act. The

Vice-Chairman Such Supervisory Director should also act as contact for individual Supervisory Directors and Managing Directors regarding the functioning of the Chairman.

DECISION-MAKING

Article 6

- 10.1** Subject to the requirements set out in Article 6.6 below, the Supervisory Board shall meet as often as any of the Supervisory Directors deems necessary or appropriate.
- 10.2** Supervisory Directors are expected to attend Supervisory Board Meetings.
- 10.3** A Supervisory Board Meeting may be convened by or on behalf of the Chairman or any other Supervisory Director by means of a written notice sent to each of the other Supervisory Directors.
- 10.4** All Supervisory Directors shall be given reasonable notice of at least one week for all Supervisory Board Meetings, unless a shorter notice is required to avoid a delay which could reasonably be expected to have an adverse effect on the Company and/or the business connected with it. Notice of a Supervisory Board Meeting shall include the date, time, place and agenda for that Supervisory Board Meeting and shall be sent to the Supervisory Directors in writing.
- 10.5** If a Supervisory Board Meeting has not been convened in accordance with Articles 6.3 and 6.4, resolutions may nevertheless be passed at such Supervisory Board Meeting by a unanimous vote of all Supervisory Directors.
- 10.6** Except as otherwise permitted in these rules, all Supervisory Board Meetings shall be held as physical meetings in Germany. The Supervisory Board shall hold ordinary Supervisory Board Meetings on a quarterly basis. Up to two of the quarterly Supervisory Board Meetings in any calendar year and the extraordinary Supervisory Board Meetings may be held outside of Germany. In no event shall any Supervisory Board Meeting be held in the Netherlands.
- 10.7** All Supervisory Board Meetings shall be chaired by the Chairman or, in his absence, by the Vice-Chairman or, in his absence, by another Supervisory Director designated by the Supervisory Directors present at the relevant Supervisory Board Meeting. The chairman of the Supervisory Board Meeting shall appoint a secretary to prepare the minutes of the proceedings at such Supervisory Board Meeting. The secretary does not necessarily need to be a Supervisory Director.
- 10.8** Minutes of the proceedings at a Supervisory Board Meeting shall be sufficient evidence thereof and of the observance of all necessary formalities, provided that such minutes are certified by a Supervisory Director.
- 10.9** Without prejudice to Article 6.13, each Supervisory Director may cast one vote in the decision-making of the Supervisory Board.

- 10.10** A Supervisory Director cannot be represented by another Supervisory Director for the purpose of the deliberations and the decision-making of the Supervisory Board.
- 10.11** Resolutions of the Supervisory Board shall be passed, irrespective of whether this occurs at a Supervisory Board Meeting or otherwise, by Simple Majority unless these rules provide differently.
- 10.12** Invalid votes, blank votes and abstentions shall not be counted as votes cast. Supervisory Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Supervisory Directors who are present or represented at a Supervisory Board Meeting.
- 10.13** Where there is a tie in any vote of the Supervisory Board, the Chairman shall have a casting vote.
- 10.14** Supervisory Directors who cannot attend a Supervisory Board Meeting (in person or represented by proxy), including the Supervisory Board Meetings that are scheduled to be held in Germany, may participate in such Supervisory Board Meeting by means of audio-communication facilities, provided that no more than one (1) Supervisory Director may participate in such Supervisory Board Meeting from a location in the Netherlands (but only in cases where such Supervisory Board Meeting is scheduled on short notice or otherwise is planned on an ad hoc basis). Meetings of the Supervisory Board that may be held outside of Germany in accordance with Article 6.6 may also be held by means of audio-communication facilities entirely, provided that no more than one (1) Supervisory Director participates in such meeting from a location in the Netherlands (but only in cases where such Supervisory Board Meeting is scheduled on short notice or otherwise planned on an ad hoc basis).
- 10.15** .
- 10.16** In exceptional circumstances, resolutions of the Supervisory Board may be passed in writing, provided that (i) all Supervisory Directors are familiar with the resolution to be passed, (ii) none of them objects to this decision-making process and (iii) the resolution shall not be signed in the Netherlands by more than one Supervisory Director. Exceptional circumstances within the meaning of the preceding sentence shall only apply if (x) a resolution of the Supervisory Board must be passed in writing in order to avoid material or irreversible damage of any kind (including pecuniary, reputational or otherwise) to the Company or (y) it is not feasible to schedule an in-person meeting or an audio-conference in time. Articles 6.9 through 6.13 apply *mutatis mutandis*.

CONFLICT OF INTERESTS

Article 7

- 10.1** A Supervisory Director shall not participate in the deliberations and decision-making of the Supervisory Board on a matter in relation to which he has a Conflict of Interests. If, as a result thereof, no resolution can be passed by the Supervisory Board, the resolution shall nevertheless be passed by the Supervisory Board.
- 10.2** A Conflict of Interests shall be considered to exist if the Company intends to enter into a transaction with a legal entity:
- a.** in which a Supervisory Director personally has a material financial interest; or
 - b.** which has a member of its management board or its supervisory board who is related under family law to a Supervisory Director.
- A Conflict of Interests shall not be considered to exist by reason only of a Supervisory Director's affiliation with a direct or indirect shareholder of the Company.
- 10.3** A Supervisory Director should immediately report any actual or potential Conflict of Interests in a transaction that is of material significance to the Company and/or to such Supervisory Director to the Chairman and should provide all relevant information in that regard. If the Chairman has an actual or potential Conflict of Interests as described in the previous sentence, he should report this immediately to the Vice-Chairman. The Supervisory Board should decide, outside the presence of the Supervisory Director concerned, whether there is a Conflict of Interests.
- 10.4** All transactions in which there are Conflicts of Interests with Supervisory Directors should be agreed on terms that are customary in the market. Decisions to enter into transactions in which there are Conflicts of Interests with Supervisory Directors that are of material significance to the Company and/or to the relevant Supervisory Director shall require the approval of the Supervisory Board.

OWNERSHIP OF AND TRADING IN FINANCIAL INSTRUMENTS

Article 8

- 10.1** The Supervisory Directors shall be subject to the Company's insider trading policy.
- 10.2** In addition, each Supervisory Director shall practice great reticence:
- a.** when conducting a transaction in shares or other financial instruments issued by, or relating to, another listed company if this could reasonably create the appearance of such Supervisory Director possessing, or being able to possess, price-sensitive information concerning such company; and
 - b.** in the ownership of and trading in shares or other financial instruments issued by, or relating to, another listed company which is a direct competitor of the Company.

COMPENSATION

Article 9

The General Meeting may grant a compensation to the Supervisory Directors.

COMMITTEES

Article 10

- 10.1** The Supervisory Board should ensure that it functions effectively. For this purpose, the Supervisory Board may establish Committees to prepare the Supervisory Board's decision-making. This shall not diminish the responsibility of the Supervisory Board as a corporate body or the individual Supervisory Directors for obtaining information and forming an independent opinion.
- 10.2** The Supervisory Board has established the Audit Committee and the Compensation Committee and may establish such other Committees as deemed to be necessary or appropriate by the Supervisory Board.
- 10.3** All Committees are subject to their respective Committee Charters.
- 10.4** Article 6 applies mutatis mutandis to the decision-making of a Committee, provided that:
- a.** references to the Chairman should be interpreted as being references to the chairman of the relevant Committee; and
 - b.** the Committee Charter of the relevant Committee may deviate from Article 6.

AMENDMENTS

Article 11

Pursuant to a resolution to that effect, the Supervisory Board may amend or supplement these rules.

GOVERNING LAW AND JURISDICTION

Article 12

These rules shall be governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising in connection with these rules shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

Description of securities registered under Section 12 of the Exchange Act

As of December 31, 2023, trivago N.V. (the "company," "trivago," "we," "us," and "our") had two classes of securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our Class A shares and our American Depositary Shares ("ADSs").

A. Description of Class A shares

This summary of the general terms and provisions of our Class A shares does not purport to be complete and is subject to and qualified in its entirety by reference to Book 2 of the Dutch Civil Code, Book 10 (Title 10, Chapter 4) of the Dutch Corporate Governance Code, our articles of association (the "Articles of Association"), which is incorporated herein by reference to Exhibit 3.1 to our Registration Statement on Form F-1 filed with the SEC on November 14, 2016 and the amended and restated shareholders agreement to which we are a party (the "Amended and Restated Shareholders' Agreement"), which is incorporated herein by reference to Exhibit 4.1 to our Registration Statement on Form F-3 filed with the SEC on April 5, 2018.

We have two classes of shares outstanding, Class A shares with a nominal value of €0.06 per share, and Class B shares with a nominal value of €0.60 per share. Our authorized share capital amounts to €234 million, divided into 1,523,230,720 Class A shares and 237,676,928 Class B shares. Currently, all of our Class A shares are bearer shares, represented by global share certificates held in custody by Clearstream Bank Frankfurt. All of our Class B shares are registered shares.

Transfer of record ownership of registered shares is effected by a written deed of transfer acknowledged by us, or by our transfer agent and registrar acting as our agent on our behalf, and transfer of ownership of our Class A shares in bearer form can be transferred through physical delivery of the share certificate, in each case subject to applicable provisions of international private law (depending on the location of the share certificates for Class A shares) and unless the property law aspects of such shares are governed by the laws of the State of New York. For as long as our Class A shares are listed on Nasdaq or on any other stock exchange operating in the United States of America, the laws of the State of New York shall apply to the property law aspects of the Class A shares reflected in the register administered by our transfer agent (subject to the applicable provisions of international private law).

In connection with our initial public offering, travel B.V. (which subsequently converted into trivago N.V.), trivago GmbH, Rolf Schrömgens, Peter Vinnemeier and Malte Siewert (whom we refer to collectively as the "Founders") Expedia Lodging Partner Services S.à r.l. ("ELPS") and certain other affiliates of Expedia Group, Inc. (formerly Expedia Inc.) (together, the "Expedia Group") entered into the Amended and Restated Shareholders' Agreement. By means of a joinder agreement dated January 12, 2023, Expedia, Inc. has taken the place of ELPS as the Non-Managing Shareholder (as defined in the Amended and Restated Shareholders' Agreement). As described in more detail below, the Amended and Restated Shareholders' Agreement affects certain rights of the holders of Class A shares.

Dividends

We may only make distributions to our shareholders to the extent that our shareholders' equity exceeds the sum of the paid-in and called-up share capital plus the reserves as required to be maintained by Dutch law or by the Articles of Association. We may only make a distribution of profits to our shareholders after the adoption by our general meeting of our annual accounts demonstrating that such distribution is legally permitted. However, our management board may, subject to approval of our supervisory board but without any shareholder vote, distribute interim dividends at any time, subject to our shareholders' equity exceeding the sum of the paid-in and called-up share capital plus the reserves as required to be maintained by Dutch law or by the Articles of Association, as demonstrated by interim accounts prepared as required by Dutch law.

If the annual accounts show that we have made less profit than distributed to the shareholders by way of interim dividend we must request repayment of the amount by which the interim dividend exceeds the profit from those shareholders which knew or which should have known that the payment of the interim dividend was not permitted.

Voting Rights

Each Class A share entitles its holder to one vote on all matters presented to our shareholders generally. Cumulative voting is not permitted. ELPS and Rolf Schrömgens are the only holders of Class B shares. The Class B shares carry the same economic rights entitlements as the Class A shares. The Class B shares carry different voting rights than the Class A shares, proportionate to their respective nominal values: for each Class B share, ten votes can be exercised at the general meeting, whereas, for each Class A share, one vote can be exercised at the general meeting.

Appointment of management board members

Under our management board rules, the management board should consist of at least two and no more than six members, including our Chief Executive Officer and Chief Financial Officer, and should be kept consistent with the provisions of the Amended and Restated Shareholders' Agreement. Pursuant to our management board rules and the Amended and Restated Shareholders' Agreement, members of our management board may serve terms of up to five years, ultimately expiring at the end of the annual general meeting held in the fifth year following his or her most recent (re)appointment as member of our management board.

Under our Articles of Association, management board members are appointed by the general meeting upon binding nomination by our supervisory board. However, the general meeting may at all times overrule the binding nomination by a resolution adopted by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital. If the general meeting overrules the binding nomination, the supervisory board shall make a new nomination.

Appointment of supervisory board members

Under our supervisory board rules, our supervisory board should consist initially of seven members and should be kept consistent with the provisions of the Amended and Restated Shareholders' Agreement. Pursuant to our supervisory board rules and the Amended and Restated Shareholders' Agreement, members of our supervisory board may serve terms of up to three years, ultimately expiring at the end of the annual general meeting held in the third year following his or her most recent (re)appointment as member of our supervisory board.

Under our Articles of Association, supervisory board members are appointed by the general meeting upon binding nomination by our supervisory board. However, the general meeting may at all times overrule the binding nomination by a resolution adopted by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital. If the general meeting overrules the binding nomination, the supervisory board shall make a new nomination.

Expedia, Inc. has the right to select (and has selected) all other supervisory board members for binding nomination. As a result of the Founders shareholding having fallen below the required 15% threshold, the Founders are no longer entitled to designate members of our supervisory board for binding nomination. As of the date hereof, the three supervisory board members who were selected by the Founders continue to serve in that capacity.

Preemption rights

Under Dutch law, in the event of an issuance of shares, each shareholder will have a preemption right in proportion to the aggregate nominal value of the shares held by such holder (with the exception of shares to be issued to employees or shares issued against a contribution other than in cash or pursuant to the exercise of a previously acquired right to subscribe for shares). Consequently, each Class B share carries a preemption right which is tenfold of the preemption right attached to each Class A share. Under our Articles of Association, preemption rights may be restricted or excluded by a resolution of the general meeting. Another corporate body, such as the management board, may restrict or exclude the preemption rights in respect of newly shares if it has been designated as the authorized body to do so by the general meeting.

Conversion

Pursuant to our Articles of Association, each holder of Class B shares can convert any number of Class B shares held by such shareholder into Class A shares as described below. A holder of Class A shares cannot convert its Class A shares into Class B shares.

Upon receipt of a request for conversion of Class B shares into Class A shares, the management board must promptly convert the relevant number of Class B shares into Class A shares in a 1:10 ratio. Promptly following such conversion, the holder of Class B shares who made the conversion request must transfer nine out of every ten Class A shares so received to us for no consideration and those Class A shares shall be canceled afterwards replicating the effect of a 1:1 conversion ratio. Neither the management board nor the company is required to effect

a conversion of Class B shares (a) if the conversion request does not comply with the specifications and requirements set out in our Articles of Association or if the management board reasonably believes that the information included in such request is untrue or incorrect or (b) to the extent that the company would not be permitted under applicable law to acquire the relevant number of Class A shares in connection with such conversion.

Liquidation rights and dissolution

Under our Articles of Association, we may be dissolved by a resolution of the general meeting, subject to a proposal by the management board and the approval of our supervisory board.

In the event of a dissolution and liquidation, the assets remaining after payment of all debts and liquidation expenses are to be distributed to shareholders in proportion to the number of shares held by each shareholder. All distributions referred to in this paragraph will be made in accordance with the relevant provisions of the laws of the Netherlands.

Capital reduction

The general meeting may resolve to reduce our issued share capital by (i) canceling shares or (ii) reducing the nominal value of the shares by virtue of an amendment to our Articles of Association. In either case, this reduction would be subject to applicable statutory provisions and must be proposed by our management board and approved by our supervisory board. A resolution to cancel shares may only relate to shares held by the company itself or in respect of which the company holds the depository receipts.

A reduction of the nominal value of shares without repayment and without release from the obligation to pay up the shares must be effectuated proportionally on shares of the same class (unless all shareholders concerned agree to a disproportional reduction). A resolution that would result in a reduction of capital requires approval of the meeting of each group of holders of shares of the same class whose rights are prejudiced by the reduction. In addition, a reduction of capital generally involves a two-month waiting period during which creditors have the right to object to that reduction of capital under specified circumstances.

A resolution to reduce our share capital requires the approval of at least an absolute majority of the votes cast or, if less than 50% of our issued share capital is represented at the meeting at which a vote on a resolution to reduce our share capital is taken, the approval of at least two-thirds of the votes cast.

Amendment of articles of association

The general meeting may resolve to amend the Articles of Association, upon a proposal by our management board that has been approved by our supervisory board. A resolution by the general meeting to amend the articles of association requires a simple majority of the votes cast.

Limitations on the rights to own securities

There are no limitations on the rights to own Class A shares, including the rights of non-resident or foreign shareholders to hold or exercise voting rights on Class A shares, imposed by Dutch law or our Articles of Association, subject to applicable restrictions under sanctions and measures, including those concerning export control, pursuant to European Union regulations, the Sanctions Act 1977 (*Sanctiewet 1977*) or other legislation, applicable anti-boycott regulations and similar rules.

Anti-takeover provisions

Under Dutch law, various protective measures are possible and permissible within the boundaries set by Dutch law and Dutch case law. In this respect, certain provisions of our Articles of Association may make it more difficult for a third party to acquire control of us or effect a change in our management board and/or our supervisory board. These include: our dual-class share structure that gives greater voting power to the Class B shares (currently only owned by members of the Expedia Group and our Founders), the binding nomination structure for the appointment of our management board members and supervisory board members, and the provisions in our Articles of Association which provide that certain shareholder decisions can only be passed if proposed by our management board and approved by our supervisory board.

Authorized share capital

Under Dutch law, our authorized share capital is the maximum capital that we may issue without amending our Articles of Association. An amendment of our Articles of Association would require a resolution of the general

meeting that must first be proposed by our management board and approved by our supervisory board. Our authorized share capital amounts to €234 million, divided into 1,523,230,720 Class A shares, with a nominal value of €0.06 per share, and 237,676,928 Class B shares, with a nominal value of €0.60 per share.

B. Description of American Depositary Shares

This summary of the general terms and provisions of our ADSs does not purport to be complete and is subject to and qualified in its entirety by our Form F-6 filed on December 6, 2016 (Commission file No. 333-214914), which is incorporated by reference, including the exhibits thereto. In the following description, references to "you" is the person registered with the depositary.

General

Deutsche Bank Trust Company Americas has been appointed depositary pursuant to the deposit agreement dated December 15, 2016. The depositary's principal executive office is located at 60 Wall Street, New York, New York 10005. Each ADS represents ownership of one Class A share, deposited with Deutsche Bank AG, Frankfurt, as custodian for the depositary.

Voting rights; proxies

You may instruct the depositary to vote the Class A shares or other deposited securities underlying your ADSs at any meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities. Otherwise, you could exercise your right to vote directly if you withdraw the Class A shares. However, you may not know about the meeting sufficiently enough in advance to withdraw the Class A shares.

If we ask for your instructions and upon timely notice from us by regular, ordinary mail delivery, or by electronic transmission, as described in the deposit agreement, the depositary will notify you of the upcoming meeting at which you are entitled to vote pursuant to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, and arrange to deliver our voting materials to you. The materials will include or reproduce (a) such notice of meeting or solicitation of consents or proxies; (b) a statement that the ADS holders at the close of business on the ADS record date will be entitled, subject to any applicable law, the provisions of our memorandum and articles of association, and the provisions of or governing the deposited securities, to instruct the depositary as to the exercise of the voting rights, if any, pertaining to the Class A shares or other deposited securities represented by such holder's ADSs; and (c) a brief statement as to the manner in which such instructions may be given or deemed given in accordance with the second to last sentence of this paragraph if no instruction is received, to the depositary to cause there to be granted a discretionary proxy to a person designated by us. Voting instructions may be given only in respect of a number of ADSs representing an integral number of Class A shares or other deposited securities. For instructions to be valid, the depositary must receive them in writing on or before the date specified. The depositary will try, as far as practical, subject to applicable law and the provisions of our memorandum and articles of association, to vote or to have its agents vote the Class A shares or other deposited securities (in person or by proxy) as you instruct. The depositary will only vote or attempt to vote as you instruct. If we timely requested the depositary to solicit your instructions but no instructions are received by the depositary from an owner with respect to any of the deposited securities represented by the ADSs of that owner on or before the date established by the depositary for such purpose, the depositary shall deem that owner to have instructed the depositary to cause there to be granted a discretionary proxy to a person designated by us with respect to such deposited securities, and the depositary shall cause there to be granted a discretionary proxy to a person designated by us to vote such deposited securities. However, no such instruction shall be deemed given and no such discretionary proxy shall be granted with respect to any matter if we inform the depositary we do not wish such proxy granted, substantial opposition exists or the matter materially and adversely affects the rights of holders of the Class A shares.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the Class A shares underlying your ADSs. In addition, there can be no assurance that ADS holders and beneficial owners generally, or any holder or beneficial owner in particular, will be given the opportunity to vote or cause the custodian to vote on the same terms and conditions as the holders of our Class A shares.

The depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise your right to vote and you may have no recourse if the Class A shares underlying your ADSs are not voted as you requested.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we will give the depositary notice of any such meeting and details concerning the matters to be voted at least 30 business days in advance of the meeting date.

Dividends and other distributions

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on Class A shares or other deposited securities, after deducting its fees and expenses. You will receive these distributions in proportion to the number of Class A shares your ADSs represent as of the record date (which will be as close as practicable to the record date for our Class A shares) set by the depositary with respect to the ADSs.

Cash

The depositary will convert or cause to be converted any cash dividend or other cash distribution we pay on the Class A shares or any net proceeds from the sale of any Class A shares, rights, securities or other entitlements under the terms of the deposit agreement into U.S. dollars if it can do so on a practicable basis, and can transfer the U.S. dollars to the United States and will distribute promptly the amount thus received. If the depositary shall determine in its judgment that such conversions or transfers are not possible or lawful or if any government approval or license is needed and cannot be obtained at a reasonable cost within a reasonable period or otherwise sought, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold or cause the custodian to hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid and such funds will be held or the respective accounts of the ADS holders. It will not invest the foreign currency and it will not be liable for any interest for the respective accounts of the ADS holders.

Before making a distribution, any taxes or other governmental charges, together with fees and expenses of the depositary, that must be paid, will be deducted. It will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent. If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.

Shares

For any Class A shares we distribute as a dividend or free distribution, either (1) the depositary will distribute additional ADSs representing such Class A shares or (2) existing ADSs as of the applicable record date will represent rights and interests in the additional Class A shares distributed, to the extent reasonably practicable and permissible under law, in either case, net of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The depositary will only distribute whole ADSs. It will try to sell Class A shares which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. The depositary may sell a portion of the distributed Class A shares sufficient to pay its fees and expenses, and any taxes and governmental charges in connection with that distribution.

Elective distributions in cash or shares

If we offer holders of our Class A shares the option to receive dividends in either cash or shares, the depositary, after consultation with us and having received timely notice as described in the deposit agreement of such elective distribution by us, has discretion to determine to what extent such elective distribution will be made available to you as a holder of the ADSs. We must timely first instruct the depositary to make such elective distribution available to you and furnish it with satisfactory evidence that it is legal to do so. The depositary could decide it is not legal or reasonably practicable to make such elective distribution available to you. In such case, the depositary shall, on the basis of the same determination as is made in respect of the Class A shares for which no election is made, distribute either cash in the same way as it does in a cash distribution, or additional ADSs representing Class A shares in the same way as it does in a share distribution. The depositary is not obligated to make available to you a method to receive the elective dividend in shares rather than in ADSs. There can be no assurance that you will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Class A shares.

Rights to purchase additional shares

If we offer holders of our Class A shares any rights to subscribe for additional shares, the depositary shall having received timely notice as described in the deposit agreement of such distribution by us, consult with us, and we must determine whether it is lawful and reasonably practicable to make these rights available to you. We must first instruct the depositary to make such rights available to you and furnish the depositary with satisfactory evidence that it is legal to do so. If the depositary decides it is not legal or reasonably practicable to make the rights available

but that it is lawful and reasonably practicable to sell the rights, the depositary will endeavor to sell the rights and in a riskless principal capacity or otherwise, at such place and upon such terms (including public or private sale) as it may deem proper distribute the net proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

If the depositary makes rights available to you, it will establish procedures to distribute such rights and enable you to exercise the rights upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. The Depositary shall not be obliged to make available to you a method to exercise such rights to subscribe for Class A shares (rather than ADSs).

U.S. securities laws may restrict transfers and cancellation of the ADSs represented by shares purchased upon exercise of rights. For example, you may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

There can be no assurance that you will be given the opportunity to exercise rights on the same terms and conditions as the holders of Class A shares or be able to exercise such rights.

Other distributions

Subject to receipt of timely notice, as described in the deposit agreement, from us with the request to make any such distribution available to you, and provided the depositary has determined such distribution is lawful and reasonably practicable and feasible and in accordance with the terms of the deposit agreement, the depositary will distribute to you anything else we distribute on deposited securities by any means it may deem practicable, upon your payment of applicable fees, charges and expenses incurred by the depositary and taxes and/or other governmental charges. If any of the conditions above are not met, the depositary will endeavor to sell, or cause to be sold, what we distributed and distribute the net proceeds in the same way as it does with cash; or, if it is unable to sell such property, the depositary may dispose of such property in any way it deems reasonably practicable under the circumstances for nominal or no consideration, such that you may have no rights to or arising from such property.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions we make on our shares or any value for them if we and/or the depositary determines that it is illegal or not practicable for us or the depositary to make them available to you.

Amendment and termination

We may agree with the depositary to amend the deposit agreement and the form of ADR without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, including expenses incurred in connection with foreign exchange control regulations and other charges specifically payable by ADS holders under the deposit agreement, or materially prejudices a substantial existing right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended. If any new laws are adopted which would require the deposit agreement to be amended in order to comply therewith, we and the depositary may amend the deposit agreement in accordance with such laws and such amendment may become effective before notice thereof is given to ADS holders.

The depositary will terminate the deposit agreement if we ask it to do so, in which case the depositary will give notice to you at least 90 days prior to termination. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, or if we have removed the depositary, and in either case we have not appointed a new depositary within 90 days. In either such case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect distributions on the deposited securities, sell rights and other property and deliver Class A shares and other deposited securities upon cancellation of ADSs after payment of any fees, charges, taxes or other governmental charges. Six months or more after the date of termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as

any other cash it is holding under the deposit agreement, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. After such sale, the depositary's only obligations will be to account for the money and other cash. After termination, we shall be discharged from all obligations under the deposit agreement except for our obligations to the depositary thereunder.

Books of depositary

The depositary maintains ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the company, the ADRs and the deposit agreement.

The depositary maintains facilities in the Borough of Manhattan, The City of New York to record and process the issuance, cancellation, combination, split-up and transfer of ADRs.

These facilities may be closed at any time or from time to time when such action is deemed necessary or advisable by the depositary in connection with the performance of its duties under the deposit agreement or at our reasonable written request.

Withdrawal of underlying securities

You have the right to cancel your ADSs and withdraw the underlying Class A shares at any time except:

- when temporary delays arise because: (1) the depositary has closed its transfer books or we have closed our transfer books; (2) the transfer of Class A shares is blocked to permit voting at a shareholders' meeting; or (3) we are paying a dividend on our Class A shares;
- when you owe money to pay fees, taxes and similar charges;
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of Class A shares or other deposited securities, or
- other circumstances specifically contemplated by Section I.A.(l) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time); or
- for any other reason if the depositary or we determine, in good faith, that it is necessary or advisable to prohibit withdrawals.

The depositary shall not knowingly accept for deposit under the deposit agreement any Class A shares or other deposited securities required to be registered under the provisions of the Securities Act, unless a registration statement is in effect as to such Class A shares.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Limitations on obligations and liability

The deposit agreement expressly limits our obligations and the obligations of the depositary and the custodian. It also limits our liability and the liability of the depositary. The depositary and the custodian:

- are only obligated to take the actions specifically set forth in the deposit agreement without gross negligence or willful misconduct;
- are not liable if any of us or our respective controlling persons or agents are prevented or forbidden from, or subjected to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement and any ADR, by reason of any provision of any present or future law or regulation of the United States or any state thereof, the Netherlands or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future, of our memorandum and articles of association or any provision of or governing any deposited securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure);
- are not liable by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our memorandum and articles of association or provisions of or governing deposited securities;

- are not liable for any action or inaction of the depositary, the custodian or us or their or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, any person presenting Class A shares for deposit or any other person believed by it in good faith to be competent to give such advice or information;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement;
- are not liable for any special, consequential, indirect or punitive damages for any breach of the terms of the deposit agreement, or otherwise;
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
- disclaim any liability for any action or inaction of any of us or our respective controlling persons or agents in reliance upon the advice of or information from legal counsel, accountants, any person presenting Class A shares for deposit, holders and beneficial owners (or authorized representatives) of ADSs, or any person believed in good faith to be competent to give such advice or information; and
- disclaim any liability for inability of any holder to benefit from any distribution, offering, right or other benefit made available to holders of deposited securities but not made available to holders of ADS.

The depositary and any of its agents also disclaim any liability (i) for any failure to carry out any instructions to vote, the manner in which any vote is cast or the effect of any vote or failure to determine that any distribution or action may be lawful or reasonably practicable or for allowing any rights to lapse in accordance with the provisions of the deposit agreement, (ii) the failure or timeliness of any notice from us, the content of any information submitted to it by us for distribution to you or for any inaccuracy of any translation thereof, (iii) any investment risk associated with the acquisition of an interest in the deposited securities, the validity or worth of the deposited securities, the credit-worthiness of any third party, (iv) for any tax consequences that may result from ownership of ADSs, Class A shares or deposited securities, or (v) for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the depositary or in connection with any matter arising wholly after the removal or resignation of the depositary, provided that in connection with the issue out of which such potential liability arises the depositary performed its obligations without gross negligence or willful misconduct while it acted as depositary.

In addition, the deposit agreement provides that each party to the deposit agreement (including each holder, beneficial owner and holder of interests in the ADRs) irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any lawsuit or proceeding against the depositary or our company related to our shares, the ADSs or the deposit agreement.

In the deposit agreement, we and the depositary agree to indemnify each other under certain circumstances.

TRIVAGO N.V.
AMENDED AND RESTATED 2016 OMNIBUS INCENTIVE PLAN

Section 1. PURPOSE; DEFINITIONS

The purposes of this Plan are to give the Company a competitive advantage in attracting, retaining and motivating officers, employees, directors and/or consultants and to provide the Company and its Subsidiaries and Affiliates with a share and incentive plan providing incentives directly linked to shareholder value. Certain terms used herein have definitions given to them in the first place in which they are used. In addition, for purposes of this Plan, the following terms are defined as set forth below:

“ADSs” means American Depositary Shares, representing Ordinary Shares on deposit with a U.S. banking institution selected by the Company and which are registered pursuant to a Form F-6.

“Affiliate” means a corporation or other entity controlled by, controlling or under common control with, the Company.

“Annual Aggregate Cash-Based Award Limit” means an amount, determined each fiscal year, denominated in Euro, proposed by the Management Board and approved by the Committee in connection with the Company’s annual business plan, it being understood that if the Management Board and the Committee do not agree on an amount for a specific fiscal year, the amount will be zero.

“Annual Aggregate Share-Based Award Limit” means a number of Shares, determined each fiscal year, proposed by the Management Board and approved by the Committee in connection with the Company’s annual business plan, it being understood that if the Management Board and the Committee do not agree on a number of Shares for a specific fiscal year, the number will be zero.

“Annual Individual Cash-Based Award Limit” means an amount, determined each fiscal year, denominated in Euro, proposed by the Management Board and approved by the Committee in connection with the Company’s annual business plan, it being understood that if the Management Board and the Committee do not agree on an amount for a specific fiscal year, the amount will be zero.

“Annual Individual Share-Based Award Limit” means a number of Shares, determined each fiscal year, proposed by the Management Board and approved by the Committee in connection with the Company’s annual business plan, it being understood that if the Management Board and the Committee do not agree on a number of Shares for a specific fiscal year, the number will be zero.

“Annual Limits” means the Annual Aggregate Cash-Based Award Limit, the Annual Aggregate Share-Based Award Limit, the Annual Individual Cash-Based Award Limit and the Annual Individual Share-Based Award Limit.

“Applicable Exchange” means the NASDAQ, the NYSE or such other securities exchange as may at the applicable time be the principal market for the Shares.

“Award” means an Option, Share Appreciation Right, Restricted Share Unit, other share-based award or Cash-Based Award granted or assumed pursuant to the terms of this Plan.

“Award Agreement” means a written or electronic document or agreement setting forth the terms and conditions of a specific Award; the terms and conditions of which must be approved by the Committee.

“Cash-Based Award” means an Award denominated in an euro amount.

“Cause” means, unless otherwise provided in an Award Agreement, (a) “Cause” as defined in any Individual Agreement to which the applicable Participant is a party, or (b) if there is no such Individual Agreement or if it does not define Cause: (i) the willful or gross neglect by a Participant of his employment duties; (ii) the plea of guilty or *nolo contendere* to, or conviction for, the commission of a felony offense by a Participant under the applicable laws of the jurisdiction in which the Participant is employed; (iii) a material breach by a Participant of a fiduciary duty owed to the Company or any of its Subsidiaries; (iv) a material breach by a Participant of any nondisclosure, non-solicitation or non-competition obligation owed to the Company or any of its Affiliates; or (v) such other events as shall be determined by the Committee and set forth in a Participant’s Award Agreement.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, and any successor thereto, the Treasury Regulations thereunder and other relevant interpretive guidance issued by the U.S. Internal Revenue Service or the Treasury Department. Reference to any specific section of the Code shall be deemed to include such regulations and guidance, as well as any successor provision of the Code.

“Commission” means the U.S. Securities and Exchange Commission or any successor agency.

“Committee” has the meaning set forth in Section 2(a).

“Corporate Transaction” has the meaning set forth in Section 3(c)(i).

“Company” means trivago N.V., a Dutch public limited company (*naamloze vennootschap*), or its successor.

“Director” means any Eligible Individual who is a member of the Management Board or the Supervisory Board.

“Disability” means (i) “Disability” as defined in any Individual Agreement to which the Participant is a party, or (ii) if there is no such Individual Agreement or it does not define “Disability,” (A) permanent and total disability as determined under the Company’s long-term disability plan applicable to the Participant, or (B) if there is no such plan applicable to the Participant or the Committee determines otherwise in an applicable Award Agreement, “Disability” as determined by the Committee.

“Disaffiliation” means a Subsidiary’s or Affiliate’s ceasing to be a Subsidiary or Affiliate for any reason (including, without limitation, as a result of a public offering, or a spinoff or sale by the Company, of the share of the Subsidiary or Affiliate) or a sale of a division of the Company and its Affiliates.

“EBITA” means for any period, operating profit (loss) plus (i) amortization, including goodwill impairment, (ii) amortization of non-cash distribution and marketing expense and non-cash compensation expense, (iii) disengagement expenses, (iv) restructuring charges, (v) non cash write-downs of assets or goodwill, (vi) charges relating to disposal of lines of business, (vii) litigation settlement amounts and (viii) costs incurred for proposed and completed acquisitions.

“EBITDA” means for any period, operating profit (loss) plus (i) depreciation and amortization, including goodwill impairment, (ii) amortization of non-cash distribution and marketing expense and non-cash compensation expense, (iii) disengagement expenses, (iv) restructuring charges, (v) non cash write-downs of assets or goodwill, (vi) charges relating to disposal of lines of business, (vii) litigation settlement amounts and (viii) costs incurred for proposed and completed acquisitions.

“Effective Date” has the meaning set forth in Section 9(a).

“Eligible Individuals” means directors, officers, employees and consultants of the Company or any of its Subsidiaries or Affiliates, and prospective directors, officers, employees and consultants who have accepted offers of employment, service or consultancy from the Company or its Subsidiaries or Affiliates.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.

“Fair Market Value” means, unless otherwise determined by the Committee, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established stock exchanges or traded on one or more automated quotation systems, the Fair Market Value shall be the closing price of a Share on the Applicable Exchange on the date of measurement, or if Shares were not traded on the Applicable Exchange on such measurement date, then on the next preceding date on which Shares were traded, all as reported by such source as the Committee may select; and

(b) If the Shares are not listed on an established stock exchange or traded on an automated quotation system, Fair Market Value shall be determined by the Committee in its good faith discretion.

“Foundation” means Stichting trivago Warehousing, a foundation under Dutch law, functioning as pooling vehicle for Shares that may be deliverable pursuant to Awards made or to be made under this Plan.

“Free-Standing SAR” has the meaning set forth in Section 5(a).

“Grant Date” means (a) the date on which the Committee (or if so delegated, as the Management Board) by resolution selects an Eligible Individual to receive a grant of an Award and determines the number of Shares to be subject to such Award or the formula for earning a number of shares or cash amount, or (b) such date as the Committee (or if so delegated, as the Management Board) shall provide in such resolution.

“Individual Agreement” means an employment, service, consulting or similar agreement between a Participant and the Company or one of its Subsidiaries or Affiliates.

“Management Board” means the Management Board of the Company.

“NASDAQ” means the National Association of Securities Dealers Inc. Automated Quotation System.

“NYSE” means the New York Stock Exchange.

“Option” means an Award described under Section 5.

“Ordinary Shares” means the class A shares, with nominal value of €0.06 per share, of the Company.

“Participant” means an Eligible Individual to whom an Award is or has been granted.

“Plan” means this trivago N.V. 2016 Omnibus Incentive Plan, as set forth herein and as hereafter amended from time to time.

“Restricted Share Units” means an Award described under Section 6.

“Retirement” means retirement from active employment with the Company, a Subsidiary or Affiliate at or after the Participant’s attainment of age 65.

“RSU Restriction Period” has the meaning set forth in Section 6(b)(ii).

“Share” means an Ordinary Share, unless there are ADSs available, in which case “Share” will mean the number of ADSs equal to an Ordinary Share. If the ratio of ADSs to Ordinary Shares is not 1:1, then (a) all amounts determined under Section 3 and (b) all Awards designated as Awards over Ordinary Shares will automatically be adjusted to reflect the ratio of the ADSs to Ordinary Shares, as reasonably determined by the Committee or the Supervisory Board.

“Share Appreciation Right” has the meaning set forth in Section 5.

“Share Change” has the meaning set forth in Section 3(c)(ii).

“Subsidiary” means any corporation, partnership, joint venture, limited liability company or other entity during any period in which at least a 50% voting or profits interest is owned, directly or indirectly, by the Company or any successor to the Company.

“Supervisory Board” means the Supervisory Board of the Company.

“Tandem SAR” has the meaning set forth in Section 5(b).

“Term” means the maximum period during which an Option or Share Appreciation Right may remain outstanding, subject to earlier termination upon Termination of Employment or otherwise, as specified in the applicable Award Agreement.

“Termination of Employment” means the termination of the applicable Participant’s employment with, or performance of services for, the Company and any of its Subsidiaries or Affiliates. Unless otherwise determined by the Committee, if a Participant’s employment with, or membership on a board of directors of, the Company and its Affiliates terminates but such Participant continues to provide services to the Company and its Affiliates in a non-employee director capacity or as an employee, as applicable, such change in status shall not be deemed a Termination of Employment. A Participant employed by, or performing services for, a Subsidiary or an Affiliate or a division of the Company and its Affiliates shall be deemed to incur a Termination of Employment if, as a result of a Disaffiliation, such Subsidiary, Affiliate, or division ceases to be a Subsidiary, Affiliate or division, as the case may be, and the Participant does not immediately thereafter become an employee of (or service provider for), or member of the board of directors of, the Company or another Subsidiary or Affiliate. Temporary absences from employment because of illness, vacation or leave of absence (including maternal leave and parental leave) and transfers among the Company and its Subsidiaries and Affiliates shall not be considered Terminations of Employment.

Section 2. ADMINISTRATION

(a) Committee. All aspects of this Plan shall be administered by a committee of the Supervisory Board as the Supervisory Board may from time to time designate (the "Committee"), which committee shall be composed of not less than two members of the Supervisory Board, and shall be appointed by and serve at the pleasure of the Supervisory Board. The Committee shall have plenary authority to grant Awards pursuant to the terms of this Plan to Directors and shall have the authority to approve any grants of Awards proposed by the Management Board to be made pursuant to the terms of this Plan to Eligible Individuals who are not Directors. Among other things, the Committee shall have the authority, subject to the terms of this Plan:

(i) to (A) select the Directors and (B) approve the Eligible Individuals (other than Directors) proposed by the Management Board, in each case, to whom Awards may from time to time be granted;

(ii) to determine (in the case of Directors), and to approve the determination proposed by the Management Board (in the case of Eligible Individuals who are not Directors) of, whether and to what extent Options, Share Appreciation Rights, Restricted Share Units, other share-based awards, Cash-Based Awards or any combination thereof, are to be granted hereunder and with respect to employees of the Company that are U.S. taxpayers, whether and to what extent any Option is intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Code;

(iii) to determine (in the case of Directors), and to approve the determination proposed by the Management Board (in the case of Eligible Individuals who are not Directors) of, the number of Shares to be covered by each Award granted hereunder or the amount of any Cash-Based Award;

(iv) to determine the terms and conditions of each Award granted hereunder, based on such factors as the Committee shall determine;

(v) subject to Section 9, to modify, amend or adjust the terms and conditions of any Award, at any time or from time to time;

(vi) to adopt, alter and repeal such administrative rules, guidelines and practices governing this Plan as it shall from time to time deem advisable;

(vii) to accelerate the vesting or lapse of restrictions of any outstanding Award, based, in each case, on such considerations as the Committee in its sole discretion determines;

(viii) to interpret the terms and provisions of this Plan and any Award issued under this Plan (and any agreement relating thereto);

(ix) to establish any "blackout" period that the Committee in its sole discretion deems necessary or advisable;

(x) to decide all other matters that must be determined in connection with an Award;

(xi) to designate whether such Awards will be over Ordinary Shares or ADSs; and

(xii) to otherwise administer this Plan.

(b) Procedures.

(i) The Committee may act only by a majority of its members then in office, except that the Committee may, except to the extent prohibited by applicable law or the listing standards of the Applicable Exchange, allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it.

(ii) Subject to any applicable law, regulation or listing standard, any authority granted to the Committee may also be exercised by the full Supervisory Board. To the extent that any permitted action taken by the Supervisory Board conflicts with action taken by the Committee, the Supervisory Board action shall control.

(iii) Upon Awards being granted in accordance with the provisions of this Plan, the Management Board shall procure that it takes all relevant corporate action to give effect to such grant.

(c) Discretion of Committee. Any determination made by the Committee or by an appropriately delegated officer pursuant to delegated authority under the provisions of this Plan with respect to any Award shall be made in the sole discretion of the Committee or such delegate at the time of the grant of the Award or, unless in contravention of any express term of this Plan, at any time thereafter. To the extent permitted by applicable law, all decisions made by the Committee or any appropriately delegated officer pursuant to the provisions of this Plan shall be final and binding on all persons, including the Company, Participants, and Eligible Individuals.

(d) Award Agreements. The terms and conditions of each Award (other than any Cash-Based Award), as determined by the Committee, shall be set forth in an Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. The effectiveness of an Award shall not be subject to the Award Agreement's being signed by the Company and/or the Participant receiving the Award unless specifically so provided in the Award Agreement. Award Agreements may be amended only in accordance with Section 9.

(e) Delegation of Authority to Management Board. Without limiting the generality of Section 2(b)(i) and notwithstanding anything in Sections 2(a)(i), 2(a)(ii), 2(a)(iii), 2(a)(iv), 2(a)(v) and 2(a)(xi) to the contrary (but subject to the requirements of this Section 2(e)), during each fiscal year of the Company, the Management Board may grant to Eligible Individuals who are not Directors (and administer such Awards), (A) Cash-Based Awards up to and not in excess of (I) the Annual Aggregate Cash-Based Award Limit for all Cash-Based Awards granted during such fiscal year and (II) the Annual Individual Cash-Based Award Limit for any Eligible Individual during such fiscal year, and (B) Share-based Awards up to and not in excess of (I) the Annual Aggregate Share-Based Award Limit for all such Share-based Awards granted during such fiscal year and (II) the Annual Individual Share-Based Award Limit for any Eligible Individual during such fiscal year. Any Awards granted pursuant to this Section 2(e) shall be pursuant to a form Award Agreement approved by the Committee. The Committee may also delegate any other authority it may have under Section 2(a) to administer the Plan and Awards granted hereunder to the Management Board with respect to Eligible Individuals who are not Directors. To the extent that the Management Board takes action pursuant to the authority granted to it under this Section 2(e), then such action will for all purposes of the Plan be treated as an action by the Committee.

Section 3. SHARES SUBJECT TO PLAN

(a) Plan Maximums. The maximum number of Shares that may be delivered pursuant to Awards under this Plan shall be 59,635,698 Shares. Shares subject to an Award under this Plan may be authorized and unissued Ordinary Shares, Ordinary Shares held in treasury, or ADSs.

(b) Rules for Calculating Shares Delivered.

(i) With respect to Awards, to the extent that any Award is forfeited, terminates, expires or lapses without being exercised, or any Award is settled for cash, the Shares subject to such Award not delivered as a result thereof shall again be available for Awards under this Plan.

(ii) With respect to Awards, if the exercise price of any Option or Share Appreciation Right and/or the tax withholding obligations relating to any Award are satisfied by delivering Shares to the Company (by either actual delivery or by attestation), only the number of Shares issued net of the Shares delivered or attested to shall be deemed delivered for purposes of the limits set forth in Section 3(a).

(iii) With respect to Awards, to the extent any Shares subject to an Award are withheld (i.e., not issued or delivered) to satisfy the exercise price (in the case of an Option or Share Appreciation Right) and/or the tax withholding obligations relating to such Award, such Shares shall not be deemed to have been delivered for purposes of the limits set forth in Section 3(a).

(c) Adjustment Provisions.

(i) In the event of a merger, consolidation, acquisition of property or shares, share rights offering, liquidation, disposition for consideration of the Company's direct or indirect ownership of a Subsidiary or Affiliate (including by reason of a Disaffiliation), or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee or the Supervisory Board may in its discretion make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under this Plan; (B) the various maximum limitations set forth in Sections 3(a) upon certain types of Awards and upon the grants to individuals of certain types of Awards; (C) the number and kind of Shares or other securities subject to outstanding Awards; and (D) the exercise price of outstanding Options and Share Appreciation Rights.

(ii) In the event of a share dividend, share split, reverse share split, reorganization, share combination, or recapitalization or similar event affecting the capital structure of the Company or a Disaffiliation, separation or spinoff, in each case, without consideration, or other extraordinary dividend of cash or other property (each, a "Share Change"), the Committee or the Supervisory Board shall make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under this Plan; (B) the various maximum limitations set forth in Sections 3(a) upon certain types of Awards and upon the grants to individuals of certain types of Awards; (C) the number and kind of Shares or other securities subject to outstanding Awards; and (D) the exercise price of outstanding Options and Share Appreciation Rights.

(iii) In the case of Corporate Transactions, the adjustments contemplated by clause (i) of this Section 3(c) may include, without limitation, (A) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Supervisory Board in its sole discretion (it being understood that in the case of a Corporate Transaction with respect to which holders of Shares receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option or Share Appreciation Right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the exercise price of such Option or Share Appreciation Right, shall conclusively be deemed valid); (B) 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 subject to outstanding Awards; and (C) in connection with any Disaffiliation, arranging for the assumption of Awards, or replacement of Awards 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, Affiliate, or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to Awards that remain based upon Company securities).

(iv) Any adjustment under this Section 3(c) need not be the same for all Participants.

Section 4. ELIGIBILITY

(a) Awards may be granted under this Plan to Eligible Individuals.

(b) Awards granted to Directors shall be subject to one or more of the factors, as selected by the Committee and specified in the applicable Award Agreement, from among the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole, any Subsidiary, Affiliate, division, department or business unit, either individually, alternatively, or in any combination, on a GAAP or non-GAAP basis, including relative to the performance of other entities, divisions or subsidiaries, and measured, to the extent applicable on an absolute basis or relative to a pre-established target: (i) earnings per share from continuing operations, (ii) net profit after tax, (iii) EBITDA, (iv) EBITA, (v) gross profit, (vi) cash generation, (vii) unit volume, (viii) market share, (ix) sales, including hotel room night bookings or air tickets sold, (x) asset quality, (xi) earnings per share, (xii) operating income, (xiii) revenues, (xiv) return on assets, (xv) return on operating assets, (xvi) return on equity, (xvii) profits, (xviii) total shareholder return (measured in terms of Share price appreciation and/or dividend growth), (xix) cost saving levels, (xx) marketing- spending efficiency, (xxi) core non-interest income, (xxii) change in working capital, (xxiii) return on capital, and/or (xxix) Share price. The Committee shall have sole discretion to establish the performance goals and to determine whether the performance goals established with respect to an applicable Award Agreement have been satisfied. The Committee may, in recognition of unusual or non-recurring items such as acquisition-related activities or changes in applicable accounting rules, provide for one or more equitable adjustments (based on objective standards) to the performance factors described above to preserve the Committee's original intent regarding such performance factors at the time of the initial Award grant. It is within the sole discretion of the Committee to make or not make any such equitable adjustments.

(c) Awards granted to members of the Supervisory Board require prior approval of the Company's general meeting of shareholders.

Section 5. OPTIONS AND SHARE APPRECIATION RIGHTS

(a) Options. Options may be granted from time to time as determined by the Committee. At the discretion of the Committee, employees of the Company that are U.S. taxpayers may be issued Options that are intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Code.

(b) Types and Nature of Share Appreciation Rights. Share Appreciation Rights may be "Tandem SARs," which are granted in conjunction with an Option, or "Free-Standing SARs," which are not granted in conjunction with an Option. Upon the exercise of a Share Appreciation Right, the Participant shall be entitled to receive an amount in cash, Shares, or both, in value equal to the product of (i) the excess of the Fair Market Value of one Share over the exercise price of the applicable Share Appreciation Right, multiplied by (ii) the number of Shares in respect of which the Share Appreciation Right has been exercised. The applicable Award Agreement shall specify whether such payment is to be made in cash or Shares or both, or shall reserve to the Committee or the Participant the right to make that determination prior to or upon the exercise of the Share Appreciation Right.

(c) Tandem SARs. A Tandem SAR may be granted at the Grant Date of the related Option. A Tandem SAR shall be exercisable only at such time or times and to the extent that the related Option is exercisable in accordance with the provisions of this Section 5, and shall have the same exercise price as the related Option. A Tandem SAR shall terminate or be forfeited upon the exercise or forfeiture of the related Option, and the related Option shall terminate or be forfeited upon the exercise or forfeiture of the Tandem SAR.

(d) Exercise Price. The exercise price per Share subject to an Option or Share Appreciation Right shall be determined by the Committee or, for an Option or Share Appreciation Right granted under the Annual Limits pursuant to Section 2(e), by the Management Board, and set forth in the applicable Award Agreement.

(e) Term. The Term of each Option and each Share Appreciation Right shall be fixed by the Committee, but shall not exceed ten years from the Grant Date.

(f) Vesting and Exercisability. Except as otherwise provided herein, Options and Share Appreciation Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee. If the Committee provides that any Option or Share Appreciation Right will become exercisable only in installments, the Committee may at any time waive such installment exercise provisions, in whole or in part, based on such factors as the Committee may determine. In addition, the Committee may at any time accelerate the exercisability of any Option or Share Appreciation Right.

(g) Method of Exercise. Subject to the provisions of this Section 5, Options and Share Appreciation Rights may be exercised, in whole or in part, at any time during the applicable Term by giving written notice of exercise to the Company (whereby textual form shall be sufficient if applicable law does not allow for requesting a stricter form than textual form) or through the procedures established with the Company's appointed third-party administrator specifying the number of Shares as to which the Option or Share Appreciation Right is being exercised; provided, however, that, unless otherwise permitted by the Committee, any such exercise must be with respect to a portion of the applicable Option or Share Appreciation Right

relating to no less than the lesser of the number of Shares then subject to such Option or Share Appreciation Right or 100 Shares. In the case of the exercise of an Option, such notice shall be accompanied by payment in full of the aggregate purchase price (which shall equal the product of such number of Shares subject to such Option multiplied by the applicable per Share exercise price) by certified or bank check or such other instrument as the Company may accept. If approved by the Committee, payment, in full or in part, may also be made as follows:

(i) To the extent permitted by applicable law, payment may be made in the form of unrestricted Shares already owned by Participant (by delivery of such Shares or by attestation) of the same class as the Shares subject to the Option (based on the Fair Market Value of the Shares on the date the Option is exercised).

(ii) To the extent permitted by applicable law, payment may be made by delivering a properly executed exercise notice to the Company, together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds necessary to pay the purchase price, and, if requested, the amount of any federal, state, local or foreign withholding taxes. To facilitate the foregoing, the Company may, to the extent permitted by applicable law, enter into agreements for coordinated procedures with one or more brokerage firms. To the extent permitted by applicable law, the Committee may also provide for Company loans to be made for purposes of the exercise of Options by Participants who are employees of the Company or its Subsidiaries.

(iii) Payment may be made by instructing the Company to withhold a number of Shares having a Fair Market Value (based on the Fair Market Value of the Shares on the date the applicable Option is exercised) equal to the product of (A) the exercise price per Share multiplied by (B) the number of Shares in respect of which the Option shall have been exercised.

(iv) Without prejudice to the other provisions of this Section 5(f), upon the exercise of an Option or a Share Appreciation Right resulting in an issuance of Shares, the Participant shall immediately pay in cash the par value of an Ordinary Share in connection with such issuance, unless the Committee has decided that such par value shall be charged against the Company's reserves (subject to applicable law).

(h) Delivery; Rights of Shareholders. No Shares shall be delivered pursuant to the exercise of an Option or Share Appreciation Right until the exercise price therefor and the par value per Ordinary Share (in case of such exercise resulting in an issuance of Shares, unless such par value shall be charged against the Company's reserves) has been fully paid and applicable taxes have been withheld. The applicable Participant shall have all of the rights of a shareholder of the Company holding the class or series of Shares that is subject to the Option or Share Appreciation Right (including, if applicable, the right to vote the applicable Shares and the right to receive dividends), when the Participant (i) has given written notice of exercise (whereby textual notice of exercise shall be sufficient if applicable law does not allow for requesting a stricter form than textual form), (ii) if requested, has given the representation described in Section 11(a), (iii) in the case of an Option, has paid in full for such Shares, and (iv) has been issued such Shares.

(i) Nontransferability of Options and Share Appreciation Rights. No Option or Share Appreciation Right shall be transferable by a Participant other than (i) by will or by the laws of descent and distribution, or (ii) in the case of an Option or Share Appreciation Right, pursuant to a qualified domestic relations order or as otherwise expressly permitted by the Committee, including, if so permitted, pursuant to a transfer to the Participant's family members or to a

charitable organization, whether directly or indirectly or by means of a trust or partnership or otherwise. For purposes of this Plan, unless otherwise determined by the Committee, “family member” shall have the meaning given to such term in General Instructions A.1(a)(5) to Form S-8 under the U.S. Securities Act of 1933, as amended, and any successor thereto. A Tandem SAR shall be transferable only with the related Option as permitted by the preceding sentence. Any Option or Share Appreciation Right shall be exercisable, subject to the terms of this Plan, only by the applicable Participant, the guardian or legal representative of such Participant, or any person to whom such Option or Share Appreciation Right is permissibly transferred pursuant to this Section 5(h) or the guardian or legal representative of such permitted transferee, it being understood that the term “Participant” includes such guardian, legal representative and other transferee; provided, however, that the term “Termination of Employment” shall continue to refer to the Termination of Employment of the original Participant.

Section 6. RESTRICTED SHARE UNITS

- (a) Nature of Awards. Restricted Share Units are Awards denominated in Shares that will be settled, subject to the terms and conditions of the Restricted Share Units, in an amount in cash, Shares or both, based upon the Fair Market Value of a specified number of Shares.
- (b) Terms and Conditions. Restricted Share Units shall be subject to the following terms and conditions:
- (i) The Committee shall, prior to or at the time of grant, condition the grant, vesting, or transferability of Restricted Share Units upon the continued service of the applicable Participant or the attainment of performance goals, or the attainment of performance goals and the continued service of the applicable Participant. The conditions for grant, vesting or transferability and the other provisions of Restricted Share Units (including, without limitation, any performance goals) need not be the same with respect to each Participant.
- (ii) Subject to the provisions of this Plan and the applicable Award Agreement, so long as an Award of Restricted Share Units remains subject to the satisfaction of vesting conditions (the “RSU Restriction Period”), the Participant shall not be permitted to sell, assign, transfer, pledge or otherwise encumber Restricted Share Units.
- (iii) The Award Agreement for Restricted Share Units shall specify whether, to what extent and on what terms and conditions the applicable Participant shall be entitled to receive current or delayed payments of cash, Shares or other property corresponding to the dividends payable on the Shares (subject to Section 11(e)).
- (iv) Except as otherwise set forth in the applicable Award Agreement, upon a Participant’s Termination of Employment for any reason during the RSU Restriction Period or before the applicable performance goals are satisfied, all Restricted Share Units still subject to restriction shall be forfeited by such Participant; provided, however, that the Committee shall have the discretion to waive, in whole or in part, any or all remaining restrictions with respect to any or all of such Participant’s Restricted Share Units.
- (v) Except to the extent otherwise provided in the applicable Award Agreement, an award of Restricted Share Units shall be settled as and when the Restricted Share Units vest.

(vi) Upon the vesting of a Restricted Share Unit resulting in an issuance of Shares, the Participant shall immediately pay in cash the par value of an Ordinary Share in connection with such issuance, unless the Committee has decided that such par value shall be charged against the Company's reserves (subject to applicable law).

Section 7. OTHER SHARE-BASED AWARDS

Other Awards of Shares and other Awards that are valued in whole or in part by reference to, or are otherwise based upon or settled in, Shares, including, without limitation, unrestricted share, performance units, dividend equivalents, and convertible debentures, may be granted under this Plan.

Section 8. CASH-BASED AWARDS

Cash-Based Awards may be granted under this Plan. Cash-Based Awards may be paid in cash or in Shares (valued as of the date of payment) as determined by the Committee.

Section 9. TERM, AMENDMENT AND TERMINATION

(a) Effectiveness. The Management Board, the Supervisory Board and the Company's general meeting of shareholders approved this Plan on November 9, 2016, November 25, 2016 and December 16, 2016, respectively. The effective date (the "Effective Date") of this Plan is the date of consummation of the Company's initial public offering of Shares. This Amendment and Restatement of the Plan was approved by the Supervisory Board on May 23, 2023, the amendments adopted pursuant to which did not require shareholder approval under Section 9(c). The Plan was previously amended on March 6, 2017 and March 2, 2021 pursuant to the terms hereof.

(b) Termination. This Plan will terminate on the tenth anniversary of the Effective Date. Awards outstanding as of such date shall not be affected or impaired by the termination of this Plan.

(c) Amendment of Plan. The Supervisory Board may amend, alter or discontinue this Plan, but no amendment, alteration or discontinuation shall be made that would materially impair the rights of the Participant with respect to a previously granted Award without such Participant's consent, except such an amendment made to comply with applicable law, listing standards of the Applicable Exchange or accounting rules. In addition, no amendment shall be made without the approval of the Company's general meeting of shareholders to the extent such approval is required by applicable law or the listing standards of the Applicable Exchange.

(d) Amendment of Awards. Subject to Section 5(c), the Committee may unilaterally amend the terms of any Award theretofore granted, but no such amendment shall, without the Participant's consent, materially impair the rights of any Participant with respect to an Award, except such an amendment made to cause this Plan or such Award to comply with applicable law, the listing standards of the Applicable Exchange or accounting rules.

Section 10. UNFUNDED STATUS OF PLAN

It is intended that this Plan constitute an "unfunded" plan. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under this Plan to deliver Shares or make payments; provided, however, that the existence of such trusts or other arrangements is consistent with the "unfunded" status of this Plan.

Section 11. GENERAL PROVISIONS

(a) Conditions for Issuance. The Committee may require each person purchasing or receiving Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to the distribution thereof. The certificates for such Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer. Notwithstanding any other provision of this Plan or agreements made pursuant thereto, the Company shall not be required to issue or deliver any certificate or certificates for Shares under this Plan prior to fulfillment of all of the following conditions: (i) listing or approval for listing upon notice of issuance, of such Shares on the Applicable Exchange; (ii) any registration or other qualification of such Shares of the Company under any state, federal or foreign law or regulation, or the maintaining in effect of any such registration or other qualification that the Committee shall, in its absolute discretion upon the advice of counsel, deem necessary or advisable; and (iii) obtaining any other consent, approval or permit from any state, federal or foreign governmental agency that the Committee shall, in its absolute discretion after receiving the advice of counsel, determine to be necessary or advisable.

(b) Additional Compensation Arrangements. Nothing contained in this Plan shall prevent the Company or any Subsidiary or Affiliate from adopting other or additional compensation arrangements for its employees or officers.

(c) No Contract of Employment. This Plan shall not constitute a contract of employment, and adoption of this Plan shall not confer upon any employee any right to continued employment or service, nor shall it interfere in any way with the right of the Company or any Subsidiary or Affiliate to terminate the employment or service of any employee or officer at any time.

(d) Required Taxes. No later than the date as of which an amount first becomes includible in the gross income of a Participant for federal, state, local or foreign income or employment or other tax purposes with respect to any Award under this Plan, such Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount. If determined by the Company, withholding obligations may be settled with Shares, including Shares that are part of the Award that gives rise to the withholding requirement. The obligations of the Company under this Plan shall be conditional on such payment or arrangements, and the Company and its Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to such Participant. The Committee may establish such procedures as it deems appropriate, including making irrevocable elections, for the settlement of withholding obligations with Shares.

(e) Limitation on Dividend Reinvestment and Dividend Equivalents. The payment of Shares with respect to dividends to Participants holding Awards of Restricted Share Units shall only be permissible if sufficient Shares are available under Section 3 for such reinvestment or payment (taking into account then outstanding Awards). In the event that a sufficient number of Shares is not available for such reinvestment or payment, such reinvestment or payment shall be made in the form of a grant of additional Restricted Share Units equal in number to the Shares that would have been obtained by such payment or reinvestment, the terms of which Restricted Share Units shall provide for settlement in cash and for dividend equivalent reinvestment in further Restricted Share Units on the terms contemplated by this Section 11(e).

(f) Designation of Death Beneficiary. The Committee shall establish such procedures as it deems appropriate for a Participant to designate a beneficiary to whom any amounts payable or Shares deliverable in the event of such Participant's death are to be paid or

delivered or by whom any rights of such Participant, after such Participant's death, may be exercised.

(g) Subsidiary Employees. Subject to applicable law, in the case of a grant of an Award to any employee or officer of a Subsidiary, the Company may, if the Committee so directs, transfer the Shares, if any, covered by the Award to the Subsidiary, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Subsidiary will transfer the Shares to the employee or officer in accordance with the terms of the Award specified by the Committee pursuant to the provisions of this Plan. All such Shares underlying Awards that are forfeited or cancelled shall revert to the Company.

(h) Governing Law and Interpretation. This Plan and all Awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the Netherlands, without reference to principles of conflict of laws. The captions of this Plan are not part of the provisions hereof and shall have no force or effect.

(i) Nontransferability. Except as otherwise provided in Section 5(h) or as determined by the Committee, Awards under this Plan are not transferable except by will or by laws of descent and distribution.

(j) Foreign Employees and Foreign Law Considerations. The Committee may grant Awards to Eligible Individuals who are foreign nationals, who are located outside the Netherlands or Germany or who are not compensated from a payroll maintained in the Netherlands or Germany, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the Netherlands or Germany, on such terms and conditions different from those specified in this Plan as may, in the judgment of the Committee, be necessary or desirable to foster and promote achievement of the purposes of this Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

(k) Applicable Law, Articles of Association and Internal Rules. This Plan, including the administration hereof by the Supervisory Board, the Committee, and, to the extent applicable, the Management Board, shall in all respects be subject to applicable law, the Company's articles of association and other internal rules applicable to the Management Board and/or the Supervisory Board from time to time. Any disputes between the Company and any Participant arising out of or in connection with the operation of this Plan shall be settled by the Supervisory Board, whose decision shall be considered final and decisive among the Company and such Participant, unless the Company or such Participant decides to submit such dispute to the exclusive jurisdiction of the competent court in Amsterdam, in each case unless otherwise provided in the applicable Award Agreement.

Section 12. INTERPOSITIONS OF FOUNDATION

(a) Any or all of the Shares that may be deliverable pursuant to Awards made or to be made under this Plan may be issued by the Company to the Foundation. In that case, the Foundation (i) shall hold such Shares for administrative purposes for exclusive use in connection with the operation of this Plan and, in particular, in accordance with Section 12(b) upon the exercise or settlement of the relevant Awards, (ii) shall not exercise, nor instruct the exercise of, any voting rights attached to such Shares and (iii) shall waive any entitlement to distributions declared on such Shares.

(b) Upon the exercise or settlement of an Award in respect of which the underlying Shares are held by the Foundation, the Company shall procure that the Foundation deliver such Shares to the holder of such Award in accordance with the terms and conditions applicable to such Award. Upon delivery of such Shares by the Foundation in accordance with the terms and conditions applicable to the Award concerned, the Company's obligation vis-à-vis the holder of such Award with respect to the delivery of Shares pursuant to the exercise or settlement thereof shall be considered to have been satisfied.

(c) To the extent that this Section 12 applies with respect to Awards that were already made when this Section 12 first entered into force, the Company shall notify the holders of such Awards (in writing or by electronic means of communication) of the contents of this Section 12 and the fact that this Section 12 has become applicable with respect to their respective Awards. Except to the extent that one or more holders of any such Awards object to this Section 12 and notify the Company of such objection in writing within a reasonable period of no more than two weeks following the notification by the Company referred to in the previous sentence, this Section 12 shall apply to and shall be binding upon all holders of Awards outstanding at the time that this Section 12 first enters into force.

TRIVAGO N.V. 2016 OMNIBUS INCENTIVE PLAN

STOCK OPTION SUMMARY OF AWARD

trivago N.V., a Dutch public limited company (the “**Company**”), pursuant to its 2016 Omnibus Incentive Plan, as amended from time to time (the “**Plan**”), hereby grants to the individual listed below (the “**Participant**”) an option to subscribe for the number of Shares set forth below (the “**Stock Option**”). The Stock Option is subject to the terms and conditions set forth in this Stock Option Summary of Award (this “**Summary of Award**”), the Stock Option Agreement attached hereto as Exhibit A (the “**Agreement**”) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Summary of Award and the Agreement.

Participant:

Grant Date:

Number of Shares Subject to Stock Options and Exercise Price Per Share: Up to [] Shares with an Exercise Price of \$1.50 per Share (the “**\$1.50 Options**”) and up to [] Shares with an Exercise Price of €0.06 per Share (the “**€0.06 Options**”) (collectively, the “**Option Shares**”).

Expiration Date:

The seventh anniversary of the Grant Date.

Time-Based Stock Options: \$1.50 Options and €0.06 Options shall vest on each of the first, second and third anniversaries of the Grant Date (the "**Time-Based Stock Options**").

Performance Stock Options: Up to \$1.50 Options and up to €0.06 Options (the "**Performance Stock Options**") shall vest on the fourth anniversary of the Grant Date. The number of the Performance Stock Options that vest shall be calculated on the basis of the following performance condition (the "**Performance Condition**"), where the base award equals up to \$1.50 Options and €0.06 Options (the "**Base Award**"):

If on the Measurement Date, the Adjusted Share Price:

- (a) is less than \$2.50, then a number of Performance Stock Options equaling 25% of the Base Award shall vest;
- (b) equals or exceeds \$2.50, but is less than \$3.50, then a number of Performance Stock Options equaling 50% of the Base Award shall vest;
- (c) equals or exceeds \$3.50, but is less than \$4.50, then a number of Performance Stock Options equaling 75% of the Base Award shall vest;
- (d) equals or exceeds \$4.50, then a number of Performance Stock Options equaling 100% of the Base Award shall vest; and
- (e) equals or exceeds \$5.50, then a number of the Performance Stock Options equaling 125% of the Base Award shall vest.

For purposes hereof, the following terms shall have the following meanings:

"Adjusted Closing Price" means the volume-weighted average price per Share, using the closing Share price and daily volume for either the six or twelve-month period ending on (and including) the Measurement Date, whichever is higher, as reported by, or based on data reported by, Bloomberg Financial Markets or an equivalent, reliable service as determined by the Supervisory Board, as adjusted to eliminate the effect of any stock split, stock dividend, reverse stock split, consolidation or similar corporate action during the Performance Period in relation to the Shares in a manner determined by the Supervisory Board.

"Adjusted Share Price" shall mean the sum of (a) the Adjusted Closing Price on the Measurement Date and (b) the aggregate value of any dividends or distributions (whether paid in cash or securities, property or other assets (other than Shares)) on the Shares during the Performance Period (with the value of any non-cash dividends or distributions being determined by the Supervisory Board).

"Measurement Date" means the last day of the Performance Period, or if such date does not fall on a Trading Day, the immediately preceding Trading Day.

"Performance Period" means the period beginning on the Grant Date and ending on the fourth anniversary thereof.

"Trading Day" means a day on which Shares are traded on the Nasdaq Stock Market (or any successor thereof) or any other internationally recognized stock exchange as determined by the Supervisory Board.

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Summary of Award. Participant has reviewed the Agreement, the Plan and the Summary of Award in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Agreement and the Summary of Award and fully understands all provisions of the Summary of Award, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Supervisory Board and the Committee upon any questions arising under the Plan, the Summary of Award or the Agreement. Participant shall not take part in any decision of the Supervisory Board and the Committee related to any Stock Option granted to Participant.

TRIVAGO N.V.

PARTICIPANT

By:
Name:
Title:
Date:

By:
Name:
Date:

EXHIBIT A
TO STOCK OPTION SUMMARY OF AWARD
STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT, including any special terms and conditions for the Participant's country set forth in the Appendix of Foreign Country Provisions attached hereto (the "**Appendix**" and, together, this "**Agreement**"), dated as of the Grant Date, by and between trivago N.V., a Dutch public limited company (*naamloze vennootschap*) (the "**Company**"), and the undersigned employee, officer or Director of the Company, Affiliate or Subsidiary (the "**Participant**").

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company's 2016 Omnibus Incentive Plan (as amended from time to time, the "**Plan**"). Reference is made to the Summary of Award to which this Agreement is attached (the "**Summary of Award**"), and the Appendix.

1. Award, Vesting and Exercise of the Stock Option

- (a) Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to the Participant an option to subscribe for Shares pursuant to Section 5 of the Plan (the "**Stock Option**"). The Summary of Award sets forth the number of Shares covered by the Stock Option, the per share exercise price of the Stock Option, the Grant Date of the Stock Option, the vesting schedule applicable to the Time-Based Stock Option and the Performance Stock Option, and the Performance Condition to which the Performance Stock Option is subject (among other information). The Stock Option shall be a non-qualified stock option. Unless earlier terminated pursuant to the terms of this Agreement or the Plan, the Stock Option shall expire on the seventh year anniversary of the Grant Date.
- (b) Subject to the terms and conditions of this Agreement and the Plan, and the Participant's continuous employment by the Company or one of its Subsidiaries, Affiliates or divisions, or the Participant's continuous provision of services to the Company or one of its Subsidiaries, Affiliates or divisions, through a date on which vesting occurs (each such date being a "**Vesting Event**" and, together, such period, the "**Vesting Period**"), the Stock Option shall vest and be exercisable in accordance with the terms outlined in the Summary of Award and this Agreement.
- (c) Subject to Paragraph 2(b) and Paragraph 3, as soon as practicable following the end of the Performance Period, the Committee will determine the extent to which the Performance Condition has been satisfied and notify the Participant of the extent to which the Performance Stock Option has vested and is exercisable (the "**Notification Date**") (or procure that the Participant is so notified).
- (d) If the Performance Stock Option becomes exercisable in respect of some, but not all, of the Performance Stock Option which could be issued upon the exercise of the Stock Option, such portion of the Performance Stock Option shall lapse.
- (e) Notwithstanding the foregoing, the Company shall be entitled to delay issuance of the Shares issuable to the Participant upon exercise of the Stock Option until the Company or the agent selected by the Company to manage the Plan under which the Stock Option has been issued (the "**Agent**") has received from the Participant such duly executed forms as may be required by applicable tax authorities in order for the Company to properly report any taxable income associated with the exercise of the Stock Option.
- (f) The granting of Stock Options shall in particular reward the Participant's performance towards the Company or one of its Subsidiaries, Affiliates or divisions. Against this background, if during the Vesting Period the employment, office or other service relationship of the Participant with the Company or any of its Subsidiaries, Affiliates or divisions is "**dormant**" for any period of time exceeding 126 continuous calendar days, (any such period a "**Dormancy Period**"), the dates of any subsequent Vesting Events shall be respectively postponed and the Vesting Period extended by the number of days of such, or each such, Dormancy Period. Any resulting postponement of any Vesting Event shall not result in a corresponding extension of the Performance Period. If a Vesting Event is postponed such that one or more Vesting Events occur after the end of the Performance Period then the Performance Stock Option cannot be exercised until the Performance Share Option vests (if at all) in accordance with the Summary of Award. The employment, office or other service relationship of the Participant with the Company or any of its Subsidiaries, Affiliates or divisions is "dormant" within the meaning of this Agreement if (i) the obligation

for the Participant to provide work or services towards the Company or any of its Subsidiaries, Affiliates or divisions and, cumulatively, (ii) the obligation for the Company or any of its Subsidiaries, Affiliates or divisions, as the case may be, to pay a remuneration to the Participant, are suspended or otherwise temporarily lifted (e.g., in the case of a sabbatical or parental leave), whereas any subsidies or contributions paid to the Participant by the Company or one of its Subsidiaries, Affiliates or divisions during any statutory maternity protection period shall not be regarded as remuneration under this clause. Any period of the Participant's incapacity to work/provide services to the Company or any of its Subsidiaries, Affiliates or divisions due to an illness of the relevant Participant shall not be considered a Dormancy Period, provided that it does not fall in a Dormancy Period occurring for other reasons (i.e., any Dormancy Period shall remain unaffected by any incapacity to work/provide services during the relevant Dormancy Period).

2. Termination of Employment

- (a) If the Participant ceases to be an employee of, or to provide services to, the Company or any Affiliate, Subsidiary or division for any reason, the Participant shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Participant for the loss of any rights under this Agreement or the Plan.
- (b) Subject to Paragraph 3, and notwithstanding any terms or conditions of the Plan to the contrary, in the event of the Participant's Termination of Employment (whether or not in breach of local labor laws), the Stock Option will cease to vest and any unvested portion will be forfeited effective as of the date of Termination of Employment; furthermore, in the event of Termination of Employment (whether or not in breach of local labor laws), the Participant's right to exercise the Stock Option after Termination of Employment, if any, will terminate and become null and void on the earliest of the date that is (i) seven years after the Grant Date, (ii) six months after the date of Termination of Employment (if the Termination of Employment is for any reason other than death, Disability or for Cause), (iii) one year after the date of Termination of Employment if the termination is by reason of the Participant's death or Disability, or (iv) five Business Days after the date of Termination of Employment if the Participant's termination is for Cause. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively employed for the purposes of his or her Stock Option. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment. For the purposes of this agreement, "**Business Day**" shall mean a day on which banks are open for business in Frankfurt am Main.
- (c) In the event the Participant exercises any portion of the Stock Option within two years prior to the Participant's Termination of Employment for Cause, or within two years prior to any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Participant agrees that the Company shall be entitled to recover from the Participant, at any time within two years following such exercise, and the Participant shall pay to the Company on demand, an amount equal to the excess of (i) the aggregate Fair Market Value of the Shares subject to such exercise on the date of exercise over (ii) the aggregate exercise price of the Shares subject to such exercise (the "**Repayment**"). The Company shall comply with any statutory limitation of seizure when making such demand and shall not demand amounts that statutorily are not subject to seizure. The amount of the Repayment shall be reduced by 1/24 per month of continued employment with the Company since the exercise of the relevant portion of the Stock Option.
- (d) For purposes of this Agreement, employment with the Company shall include employment with the Company's Affiliates (excluding IAC/InterActiveCorp and its subsidiaries) and its successors.

3. Change of Control

- (a) Subject to Section 3(c) of the Plan, and notwithstanding any other provision of this Agreement to the contrary, the following shall apply upon the Participant's Termination of Employment, during the two-year period following a Change in Control (as defined below), for a Qualified Termination Reason (as defined below):
 - (i) if, during the 12-month period commencing on the Grant Date, both a Change of Control and subsequent to such Change of Control, Participant's Termination of Employment for a Qualified Termination Reason occurs, then the amount of the Stock Option that would have vested and become exercisable at the end of first anniversary of the Grant Date

shall vest and become exercisable in a manner consistent with the terms of the Summary of Award; and

- (ii) if a Change of Control occurs after the date that is 12 months following the Grant Date and during the two-year period commencing on (and including) the date of such Change of Control, Participant's Termination of Employment for a Qualified Termination Reason occurs, then the amount of the Stock Option that will vest and become exercisable will equal the sum of (A) a pro rata amount of the outstanding Stock Option based on the number of completed months between the Grant Date and the date of Participant's Termination of Employment and (B) 50% of the amount of the Stock Option that does not vest and become exercisable pursuant to subclause (A), provided that, for the avoidance of doubt, in accordance with the Summary of Award, the amount of the Performance Stock Option that actually vests and becomes exercisable will be conditioned on, and calculated on the basis of, the attainment of the Performance Condition.
 - (iii) If a Change of Control occurs prior to the Measurement Date with respect to the Performance Stock Options, the Adjusted Share Price shall equal the price per Share paid as consideration in connection with such Change of Control, provided that if the consideration in such Change of Control does not consist of cash (either in whole or in part), then for purposes of determining the Adjusted Share Price, the value of such non-cash consideration shall be determined by the Supervisory Board in accordance with Section 3(c) of the Plan.
- (b) The Stock Option (or portion thereof) which vests and becomes exercisable pursuant to Paragraph 3(a) above shall remain exercisable until the later of (i) the last date on which the Stock Option would be exercisable in the absence of this Paragraph 3 and (ii) the earlier of (A) the first anniversary of such Change in Control and (B) expiration of the Term of the Stock Option.
- (c) For the purposes of this Paragraph 3:
- (i) "**Change in Control**" shall mean any of the following events:
 - (aa) The acquisition by any individual entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "**Person**") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of the Company representing more than 50% of the voting power of the then outstanding equity securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); provided, however, that for purposes of this sub-paragraph (aa), the following acquisitions shall not constitute a Change in Control: (A) any acquisition by the Company, (B) any acquisition directly from the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Company controlled by the Company, or (D) any acquisition pursuant to a transaction which complies with clauses (A), (B) and (C) of sub-paragraph (cc); or
 - (ab) Individuals who, as of the Grant Date, constituted the Supervisory Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Supervisory Board; provided, however that any individual who became a director subsequent to the Grant Date, whose election, or nomination for election by the Company's stockholders, was approved by a majority of the directors then comprising the Incumbent Board or by shareholders who hold, as of the date hereof, a majority of the voting power of the Company, shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Supervisory Board; or
 - (ac) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the purchase of assets or stock of another entity (a "**Business Combination**"), in each case, unless immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of

the Outstanding Company Voting Securities immediately prior to such Business Combination will beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or equivalent governing body, if applicable) of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Voting Securities, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) will beneficially own, directly or indirectly, more than a majority of the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership of the Company existed prior to the Business Combination and (C) at least a majority of the members of the board of directors (or equivalent governing body, if applicable) of the entity resulting from such Business Combination will have been members of the Incumbent Board at the time of the initial agreement, or action of the board, providing for such Business Combination; or

- (ad) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company; and
- (i) **"Qualified Termination Reason"** shall mean, without the Participant's prior written consent:
 - (aa) a material reduction in the Participant's rate of total compensation from the rate of total compensation in effect for such Participant immediately prior to the Change in Control; or
 - (ab) a relocation of the Participant's principal place of employment more than 50 kilometers outside of Düsseldorf; or
 - (ac) a reduction in the Participant's title, duties or reporting responsibilities or level of responsibilities from those in effect immediately prior to the Change in Control; or
 - (ad) the Company's material breach of any material provision of applicable equity compensation agreements.

In order to invoke a Termination of Employment for a Qualified Termination Reason for any reason, the Participant shall provide written notice to the Company of the existence of one or more of the conditions described in sub-paragraphs (aa) through (dd) within 90 days following the Participant's knowledge of the initial existence of such condition or conditions, and the Company shall have 30 days following receipt of such written notice (the **"Cure Period"**) during which it may remedy the condition. If the Company fails to remedy the condition constituting a Qualified Termination Reason during the Cure Period, the Participant must terminate employment, if at all, within 90 days following the Cure Period in order for such Termination of Employment to constitute a Termination of Employment for a Qualified Termination Reason.

4. Non-Transferability of the Stock Option

Except as otherwise provided in Section 5(h) of the Plan or as determined by the Committee, the Stock Option is not transferable except by will or by laws of descent and distribution.

5. Rights as a Shareholder

- (a) Except as otherwise specifically provided in this Agreement, the Participant shall not be entitled to any rights of a shareholder prior to the issue of Shares upon the exercise of the Stock Option.
- (b) Dividends and distributions other than regular quarterly cash dividends, if any, may result in an adjustment pursuant to Paragraph 6, rather than under this Paragraph 5.

6. Adjustment in the Event of Change in Share Capital and Delisting

- (a) Upon the occurrence of certain events relating to the Shares contemplated by Section 3(c) of the Plan, the Committee shall make adjustments in accordance with such Section.

- (b) If the Company's shareholders are notified of a resolution to approve the delisting of the Company's Shares on NASDAQ (or where the delisting of the Shares is to be effected by another method) without the Shares then being, or to be, listed on another Applicable Exchange, the Committee shall make such adjustments to the number and kind of Option Shares to be delivered in respect of the Stock Option as it shall consider appropriate.

7. Taxes and Withholding

- (a) Regardless of any action the Company or, if different, the Participant's employer ("**Employer**") takes with respect to any or all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her and/or triggered by the award, the vesting, the exercise of or otherwise in connection with the Stock Option is and remains the Participant's responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Option, including the grant, vesting and exercise of the Stock Option, or the sale of the Shares issued at exercise of the Stock Option; and (2) do not commit to structure the terms of the Stock Option or any aspect of the Stock Option to reduce or eliminate the Participant's liability for Tax-Related Items.
- (b) If the Company, Subsidiary, Affiliate or division, or Employer, is required to withhold any Tax-Related Items as a result of the award of the Stock Option, including at exercise of the Stock Option, the Participant shall pay or make adequate arrangements satisfactory to the Company, Subsidiary, Affiliate or division, or Employer, to satisfy all withholding and payment on account obligations of the Company, Subsidiary, Affiliate or division. The obligations of the Company under this Agreement shall be conditioned on compliance by the Participant with this Paragraph.
- (c) The Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by the Participant from his or her wages or other cash compensation paid to the Participant by the Company or Employer. The Company is not authorized to and consequently shall not withhold any amounts that statutorily are not subject to seizure. Alternatively, or in addition, if permissible under local law or regulation, the Company may withhold (1) from proceeds of the sale of Shares acquired upon exercise of the Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent), or (2) in Shares to be issued upon exercise of the Stock Option, provided, however, that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Company will from proceeds of the sale of Shares upon the relevant tax withholding event, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by withholding from the Participant's wages or cash compensation.
- (d) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the unexercised Stock Option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.
- (e) Finally, the Participant will pay to the Company or Employer any amount of Tax-Related Items that the Company or Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's Stock Option that cannot be satisfied by the means previously described. The Company may refuse to deliver the Option Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Paragraph.

8. Other Restrictions

- (a) The Participant acknowledges that the Participant is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Securities Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, the Participant may be prohibited from selling Shares issued upon the exercise of

the Stock Option other than during an open trading window. The Participant further acknowledges that, in its discretion, the Company may prohibit the Participant from selling such Shares even during an open trading window if the Company has concerns over the potential for violating securities laws.

9. Nature of Award

In accepting the award of the Stock Option, the Participant 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 of the Stock Option is voluntary and occasional and does not create any contractual or other right for the Participant or any other person to receive future grants of stock options, or benefits in lieu of stock options or other Awards, even if stock options or other Awards have been awarded in the past;
- (c) all decisions with respect to future awards of stock options or other Awards, if any, will be at the sole discretion of the Company and its corporate bodies and the committees thereof;
- (d) the Participant's participation in the Plan will not (i) create any right to continue in the employ, office or service of the Company or any Subsidiary,
- (e) Affiliate, or division or the Employer; (ii) create any inference as to the length of employment, office or service of the Participant; or (iii) affect the right of the Company or any Subsidiary, Affiliate, or division or the Employer to terminate the employment, office or service of the Participant at any time, with or without Cause.
- (f) the Participant is voluntarily participating in the Plan;
- (g) the award of the Stock Option is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary, Affiliate, or division or the Employer, and such award is outside the scope of the Participant's employment or service contract, if any;
- (h) the Stock Option 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, Affiliate, or division, or the Employer;
- (i) in the event that the Participant is not an employee of the Company, Subsidiary, Affiliate, or division, the award of the Stock Option will not be interpreted to form an employment contract or relationship with the Company, Subsidiary, Affiliate, or division; and furthermore, the award of the Stock Option will not be interpreted to form an employment contract with the Employer, the Company, Subsidiary, Affiliate, or division;
- (j) in consideration of the award of the Stock Option, no claim or entitlement to compensation or damages shall arise from termination of the Stock Option or diminution in value of the Stock Option resulting from the Participant's Termination of Employment by the Company, Subsidiary, Affiliate, division or the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant irrevocably releases the Company, Subsidiary, Affiliate or division and the Employer 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 accepting this Agreement, the Participant will be deemed irrevocably to have waived his or her entitlement to pursue such claim; and,
- (k) the future value of the Shares is unknown and cannot be predicted with certainty.

10. Notices

All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by facsimile, overnight courier or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Participant: at the last known address on record at the Company.

If to the Company:

trivago N.V.

Kesselstraße 5 – 7, 40221 Düsseldorf, Germany

Attention: Ryan Citlau, Legal

Facsimile: +49 (0) 211 540 65 115

or to such other address or facsimile number as any party shall have furnished to the other in writing in accordance with this Paragraph 10. Notice and communications shall be effective when actually received by the addressee. Notwithstanding the foregoing, the Participant consents to electronic delivery of documents required to be delivered by the Company under the securities laws.

11. Effect of Agreement

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company.

12. Laws Applicable to Construction; Consent to Jurisdiction

The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Netherlands without reference to principles of conflict of laws, as applied to contracts executed in and performed wholly within the Netherlands. In addition to the terms and conditions set forth in this Agreement, the Stock Option is subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

Any and all disputes arising under or out of this Agreement, including without limitation any issues involving the enforcement or interpretation of any of the provisions of this Agreement, shall be resolved by the commencement of an appropriate action in the state or federal courts located within Amsterdam, which shall be the exclusive jurisdiction for the resolution of any such disputes. The Participant hereby agrees and consents to the personal jurisdiction of said courts over the Participant for purposes of the resolution of any and all such disputes.

13. Severability

The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

14. Conflicts and Interpretation

Applicable terms of the Plan are expressly incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

In the event of any (x) conflict between any information posted on any stock plan administration portal used by the Company to manage Awards and the Summary of Award, this Agreement, the Plan and/or the books and records of the Company or (y) ambiguity in any information posted on the any such stock plan administration portal, then the Summary of Award, this Agreement, the Plan and/or the books and records of the Company, as applicable, shall control.

15. Amendment

The Company may modify, amend or waive the terms of the Stock Option, prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or 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.

16. Headings

The headings of paragraphs herein are included solely for convenience of reference and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

17. Data Privacy

- (a) The Processing of any Personal Data shall be carried out in compliance with any applicable Data Protection Legislation.
- (b) For the purposes of this Paragraph 17:
 - (i) **“Processing”** has the meaning set out in the applicable Data Protection Legislation;
 - (ii) **“Data Protection Legislation”** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding provision or restriction (as amended, consolidated or re-enacted from time to time) in any jurisdiction which relates to the protection of individuals with regards to the Processing of Personal Data, including Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 and any related code of practice or guidance published from time to time; and
 - (iii) **“Personal Data”** has the meaning set out in the applicable Data Protection Legislation.

18. Language

If the Participant has received this Agreement and/or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version in any way, the English version will control.

19. Electronic Delivery and Acceptance

- (a) The Company may, in its sole discretion, decide to deliver any documents related to the award of the Stock Option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Agent or Company or another third party designated by the Company.
- (b) Electronic acceptance of this Agreement pursuant to the Company's instructions to the Participant (including through an online acceptance process managed by the Agent or Company or another third party designated by the Company) shall constitute execution of the Agreement by the Participant.

20. Imposition of Other Requirements

The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Stock Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Section 409A

This Stock Option is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, **“Section 409A”**). However, notwithstanding any other provision of the Plan, the Summary of Award or this Agreement, if at any time the Committee determines that this Stock Option (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Summary of Award or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate for this Stock Option either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

22. Entire Agreement

The Plan, the Summary of Award and this Agreement (including any Appendix hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

23. Limitations Applicable to Section 16 Persons

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Stock Option, the Summary of Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

24. Not a Contract of Employment

Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company, any Affiliate or any Subsidiary or division or shall interfere with or restrict in any way the rights of the Company, its Affiliates and its Subsidiaries and divisions, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company, the Affiliate or a Subsidiary or division and the Participant.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Agreement.

TRIVAGO N.V.

Name:
Title:

PARTICIPANT

**APPENDIX
STOCK OPTION AGREEMENT**

APPENDIX OF FOREIGN COUNTRY PROVISIONS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Stock Option Agreement to which this Appendix is attached.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Stock Option granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the Grant Date or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to the Participant.

Notifications

This Appendix also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 20, 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information noted herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant exercises the Stock Option or sells the Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of any particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the Grant Date, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Participant in the same manner.

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*). If the Participant is a German resident and receives a payment in excess of this amount in connection with participation in the Plan, the Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via the Bundesbank website (www.bundesbank.de).

TRIVAGO N.V. 2016 OMNIBUS INCENTIVE PLAN

STOCK OPTION SUMMARY OF AWARD

trivago N.V., a Dutch public limited company (the "**Company**"), pursuant to its 2016 Omnibus Incentive Plan, as amended from time to time (the "**Plan**"), hereby grants to the individual listed below (the "**Participant**") an option to subscribe for the number of Shares set forth below (the "**Stock Option**"). The Stock Option is subject to the terms and conditions set forth in this Stock Option Summary of Award (this "**Summary of Award**"), the Stock Option Agreement attached hereto as Exhibit A (the "**Agreement**") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Summary of Award and the Agreement.

Participant:	Eric M. Hart
Grant Date:	September 14, 2022
Number of Shares Subject to Stock Options and Exercise Price Per Share:	Up to 1,000,000 Shares with an Exercise Price of \$1.52 per Share (the " Stock Options ").
Expiration Date:	The seventh anniversary of the Grant Date.
Vesting Schedule:	1/4 th of the total number of Stock Options shall vest on June 30, 2023, and an additional 1/12 th of the total number of Stock Options shall vest on February 15, May 15, August 15, and November 15 of each year until the award is fully vested.

[Signature page follows]

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Summary of Award. Participant has reviewed the Agreement, the Plan and the Summary of Award in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Agreement and the Summary of Award and fully understands all provisions of the Summary of Award, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Supervisory Board and the Committee upon any questions arising under the Plan, the Summary of Award or the Agreement. Participant shall not take part in any decision of the Supervisory Board and the Committee related to any Stock Option granted to Participant.

TRIVAGO N.V.

PARTICIPANT

By: /s/ Johannes Thomas
Name: Johannes Thomas
Title: CEO/Managing Director
Date: June 30, 2023

By: /s/ Eric Hart
Name: Eric M. Hart
Date: June 30, 2023

EXHIBIT A
TO STOCK OPTION SUMMARY OF AWARD
STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT, including any special terms and conditions for the Participant's country set forth in the Appendix of Foreign Country Provisions attached hereto (the "**Appendix**" and, together, this "**Agreement**"), by and between trivago N.V., a Dutch public limited company (*naamloze vennootschap*) (the "**Company**"), and the undersigned employee, officer or Director of the Company, Affiliate or Subsidiary (the "**Participant**").

All capitalized terms used herein, to the extent not defined, shall have the meanings set forth in the Company's 2016 Omnibus Incentive Plan (as amended from time to time, the "**Plan**"). Reference is made to the Summary of Award to which this Agreement is attached (the "**Summary of Award**"), and the Appendix.

1. Award, Vesting and Exercise of the Stock Option

- (a) Subject to the terms and conditions of this Agreement and the Plan, the Company hereby grants to the Participant an option to subscribe for Shares pursuant to Section 5 of the Plan (the "**Stock Option**"). The Summary of Award sets forth the number of Shares covered by the Stock Option, the per share exercise price of the Stock Option, the Grant Date of the Stock Option, the vesting schedule applicable to the Time-Based Stock Option and the Performance Stock Option, and the Performance Condition to which the Performance Stock Option is subject (among other information). The Stock Option shall be a non-qualified stock option. Unless earlier terminated pursuant to the terms of this Agreement or the Plan, the Stock Option shall expire on the seventh year anniversary of the Grant Date.
- (b) Subject to the terms and conditions of this Agreement and the Plan, and the Participant's continuous employment by the Company or one of its Subsidiaries, Affiliates or divisions, or the Participant's continuous provision of services to the Company or one of its Subsidiaries, Affiliates or divisions, through a date on which vesting occurs (each such date being a "**Vesting Event**" and, together, such period, the "**Vesting Period**"), the Stock Option shall vest and be exercisable in accordance with the terms outlined in the Summary of Award and this Agreement.
- (c) Notwithstanding the foregoing, the Company shall be entitled to delay issuance of the Shares issuable to the Participant upon exercise of the Stock Option until the Company or the agent selected by the Company to manage the Plan under which the Stock Option has been issued (the "**Agent**") has received from the Participant such duly executed forms as may be required by applicable tax authorities in order for the Company to properly report any taxable income associated with the exercise of the Stock Option.
- (d) The granting of Stock Options shall in particular reward the Participant's performance towards the Company or one of its Subsidiaries, Affiliates or divisions. Against this background, if during the Vesting Period the employment, office or other service relationship of the Participant with the Company or any of its Subsidiaries, Affiliates or divisions is "**dormant**" for any period of time exceeding 126 continuous calendar days, (any such period a "**Dormancy Period**"), the dates of any subsequent Vesting Events shall be respectively postponed and the Vesting Period extended by the number of days of such, or each such, Dormancy Period. The employment, office or other service relationship of the Participant with the Company or any of its Subsidiaries, Affiliates or divisions is "dormant" within the meaning of this Agreement if (i) the obligation for the Participant to provide work or services towards the Company or any of its Subsidiaries, Affiliates or divisions and, cumulatively, (ii) the obligation for the Company or any of its Subsidiaries, Affiliates or divisions, as the case may be, to pay a remuneration to the Participant, are suspended or otherwise temporarily lifted (e.g., in the case of a sabbatical or parental leave), whereas any subsidies or contributions paid to the Participant by the Company or one of its Subsidiaries, Affiliates or divisions during any statutory maternity protection period shall not be regarded as remuneration under this clause. Any period of the Participant's incapacity to work/provide services to the Company or any of its Subsidiaries, Affiliates or divisions due to an illness of the relevant Participant shall not be considered a Dormancy Period, provided that it does not fall in a Dormancy Period occurring for other reasons (i.e., any Dormancy Period shall remain unaffected by any incapacity to work/provide services during the relevant Dormancy Period).

2. Termination of Employment

- (a) If the Participant ceases to be an employee of, or to provide services to, the Company or any Affiliate, Subsidiary or division for any reason, the Participant shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate the Participant for the loss of any rights under this Agreement or the Plan.
- (b) Subject to Paragraph 3, and notwithstanding any terms or conditions of the Plan to the contrary, in the event of the Participant's Termination of Employment (whether or not in breach of local labor laws), the Stock Option will cease to vest and any unvested portion will be forfeited effective as of the date of Termination of Employment; furthermore, in the event of Termination of Employment (whether or not in breach of local labor laws), the Participant's right to exercise the Stock Option after Termination of Employment, if any, will terminate and become null and void on the earliest of the date that is (i) seven years after the Grant Date, (ii) six months after the date of Termination of Employment (if the Termination of Employment is for any reason other than death, Disability or for Cause), (iii) one year after the date of Termination of Employment if the termination is by reason of the Participant's death or Disability, or (iv) five Business Days after the date of Termination of Employment if the Participant's termination is for Cause. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively employed, or providing service, for the purposes of his or her Stock Option. The Committee shall have the exclusive discretion to determine whether there has been any interruption or Termination of Employment. For the purposes of this agreement, "**Business Day**" shall mean a day on which banks are open for business in Frankfurt am Main.
- (c) In the event the Participant exercises any portion of the Stock Option within two years prior to the Participant's Termination of Employment for Cause, or within two years prior to any event or circumstance that would have been grounds for a Termination of Employment for Cause, the Participant agrees that the Company shall be entitled to recover from the Participant, at any time within two years following such exercise, and the Participant shall pay to the Company on demand, an amount equal to the excess of (i) the aggregate Fair Market Value of the Shares subject to such exercise on the date of exercise over (ii) the aggregate exercise price of the Shares subject to such exercise (the "**Repayment**"). The Company shall comply with any statutory limitation of seizure when making such demand and shall not demand amounts that statutorily are not subject to seizure. The amount of the Repayment shall be reduced by 1/24 per month of continued employment with, or service provided to, the Company since the exercise of the relevant portion of the Stock Option.
- (d) For purposes of this Agreement, employment with the Company shall include employment with the Company's Affiliates (excluding IAC/InterActiveCorp and its subsidiaries) and its successors, as well as service provided as a member of Company's supervisory board.

3. Change of Control

- (a) Subject to Section 3(c) of the Plan, and notwithstanding any other provision of this Agreement to the contrary, the following shall apply upon a Change in Control (as defined below): all amount of the Stock Option outstanding as of the date of such Change in Control shall vest and be fully exercisable, and shall remain exercisable until the later of (i) the last date on which the Stock Option would be exercisable in the absence of this paragraph 3 and (ii) the earlier of (A) the first anniversary of such Change of Control and (B) expiration of the Stock Option.
- (b) For the purposes of this Paragraph 3:
 - (i) "**Change in Control**" shall mean any of the following events:
 - (aa) The acquisition by any individual entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "**Person**") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of equity securities of the Company representing more than 50% of the voting power of the then outstanding equity securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**"); provided, however, that for purposes of this sub-paragraph (aa), the following acquisitions shall not constitute a Change in Control: (A) any acquisition by the Company, (B) any acquisition directly from the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Company controlled by the Company, or (D)

any acquisition pursuant to a transaction which complies with clauses (A), (B) and (C) of sub-paragraph (cc); or

- (bb) Individuals who, as of the Grant Date, constituted the Supervisory Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Supervisory Board; provided, however that any individual who became a director subsequent to the Grant Date, whose election, or nomination for election by the Company's stockholders, was approved by a majority of the directors then comprising the Incumbent Board or by shareholders who hold, as of the date hereof, a majority of the voting power of the Company, shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Supervisory Board; or
- (cc) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the purchase of assets or stock of another entity (a "**Business Combination**"), in each case, unless immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination will beneficially own, directly or indirectly, more than 50% of the then outstanding combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or equivalent governing body, if applicable) of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Voting Securities, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) will beneficially own, directly or indirectly, more than a majority of the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership of the Company existed prior to the Business Combination and (C) at least a majority of the members of the board of directors (or equivalent governing body, if applicable) of the entity resulting from such Business Combination will have been members of the Incumbent Board at the time of the initial agreement, or action of the board, providing for such Business Combination; or
- (dd) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company; and

4. Non-Transferability of the Stock Option

Except as otherwise provided in Section 5(h) of the Plan or as determined by the Committee, the Stock Option is not transferable except by will or by laws of descent and distribution.

5. Rights as a Shareholder

- (a) Except as otherwise specifically provided in this Agreement, the Participant shall not be entitled to any rights of a shareholder prior to the issue of Shares upon the exercise of the Stock Option.
- (b) Dividends and distributions other than regular quarterly cash dividends, if any, may result in an adjustment pursuant to Paragraph 6, rather than under this Paragraph 5.

6. Adjustment in the Event of Change in Share Capital and Delisting

- (a) Upon the occurrence of certain events relating to the Shares contemplated by Section 3(c) of the Plan, the Committee shall make adjustments in accordance with such Section.
- (b) If the Company's shareholders are notified of a resolution to approve the delisting of the Company's Shares on NASDAQ (or where the delisting of the Shares is to be effected by another method) without the Shares then being, or to be, listed on another Applicable

Exchange, the Committee shall make such adjustments to the number and kind of Option Shares to be delivered in respect of the Stock Option as it shall consider appropriate.

7. Taxes and Withholding

- (a) Regardless of any action the Company or, if different, the Participant's employer ("**Employer**") takes with respect to any or all income tax, social insurance, fringe benefit tax, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), the Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by him or her and/or triggered by the award, the vesting, the exercise of or otherwise in connection with the Stock Option is and remains the Participant's responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Option, including the grant, vesting and exercise of the Stock Option, or the sale of the Shares issued at exercise of the Stock Option; and (2) do not commit to structure the terms of the Stock Option or any aspect of the Stock Option to reduce or eliminate the Participant's liability for Tax-Related Items.
- (b) If the Company, Subsidiary, Affiliate or division, or Employer, is required to withhold any Tax-Related Items as a result of the award of the Stock Option, including at exercise of the Stock Option, the Participant shall pay or make adequate arrangements satisfactory to the Company, Subsidiary, Affiliate or division, or Employer, to satisfy all withholding and payment on account obligations of the Company, Subsidiary, Affiliate or division. The obligations of the Company under this Agreement shall be conditioned on compliance by the Participant with this Paragraph.
- (c) The Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by the Participant from his or her wages or other cash compensation paid to the Participant by the Company or Employer. The Company is not authorized to and consequently shall not withhold any amounts that statutorily are not subject to seizure. Alternatively, or in addition, if permissible under local law or regulation, the Company may withhold (1) from proceeds of the sale of Shares acquired upon exercise of the Stock Option either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent), or (2) in Shares to be issued upon exercise of the Stock Option, provided, however, that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Company will from proceeds of the sale of Shares upon the relevant tax withholding event, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by withholding from the Participant's wages or cash compensation.
- (d) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the unexercised Stock Option, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.
- (e) Finally, the Participant will pay to the Company or Employer any amount of Tax-Related Items that the Company or Employer may be required to withhold as a result of the Participant's participation in the Plan or the Participant's Stock Option that cannot be satisfied by the means previously described. The Company may refuse to deliver the Option Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items as described in this Paragraph.

8. Other Restrictions

- (a) The Participant acknowledges that the Participant is subject to the Company's policies regarding compliance with securities laws, including but not limited to its Securities Trading Policy (as in effect from time to time and any successor policies), and, pursuant to these policies, the Participant may be prohibited from selling Shares issued upon the exercise of the Stock Option other than during an open trading window. The Participant further acknowledges that, in its discretion, the Company may prohibit the Participant from selling

such Shares even during an open trading window if the Company has concerns over the potential for violating securities laws.

9. Nature of Award

In accepting the award of the Stock Option, the Participant 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 of the Stock Option is voluntary and occasional and does not create any contractual or other right for the Participant or any other person to receive future grants of stock options, or benefits in lieu of stock options or other Awards, even if stock options or other Awards have been awarded in the past;
- (c) all decisions with respect to future awards of stock options or other Awards, if any, will be at the sole discretion of the Company and its corporate bodies and the committees thereof;
- (d) the Participant's participation in the Plan will not (i) create any right to continue in the employ, office or service of the Company or any Subsidiary,
- (e) Affiliate, or division or the Employer; (ii) create any inference as to the length of employment, office or service of the Participant; or (iii) affect the right of the Company or any Subsidiary, Affiliate, or division or the Employer to terminate the employment, office or service of the Participant at any time, with or without Cause.
- (f) the Participant is voluntarily participating in the Plan;
- (g) the award of the Stock Option is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, Subsidiary, Affiliate, or division or the Employer, and such award is outside the scope of the Participant's employment or service contract, if any;
- (h) the Stock Option 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, Affiliate, or division, or the Employer;
- (i) in the event that the Participant is not an employee of the Company, Subsidiary, Affiliate, or division, the award of the Stock Option will not be interpreted to form an employment contract or relationship with the Company, Subsidiary, Affiliate, or division; and furthermore, the award of the Stock Option will not be interpreted to form an employment contract with the Employer, the Company, Subsidiary, Affiliate, or division;
- (j) in consideration of the award of the Stock Option, no claim or entitlement to compensation or damages shall arise from termination of the Stock Option or diminution in value of the Stock Option resulting from the Participant's Termination of Employment by the Company, Subsidiary, Affiliate, division or the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant irrevocably releases the Company, Subsidiary, Affiliate or division and the Employer 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 accepting this Agreement, the Participant will be deemed irrevocably to have waived his or her entitlement to pursue such claim; and,
- (k) the future value of the Shares is unknown and cannot be predicted with certainty.

10. Notices

All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party or by facsimile, overnight courier or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Participant: at the last known address on record at the Company.

If to the Company:

trivago N.V.

Kesselstraße 5 – 7, 40221 Düsseldorf, Germany

Attention: Legal, General Counsel

or to such other address or facsimile number as any party shall have furnished to the other in writing in accordance with this Paragraph 10. Notice and communications shall be effective when actually received by the addressee. Notwithstanding the foregoing, the Participant consents to electronic delivery of documents required to be delivered by the Company under the securities laws.

11. Effect of Agreement

Except as otherwise provided hereunder, this Agreement shall be binding upon and shall inure to the benefit of any successor or successors of the Company.

12. Laws Applicable to Construction; Consent to Jurisdiction

The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the Netherlands without reference to principles of conflict of laws, as applied to contracts executed in and performed wholly within the Netherlands. In addition to the terms and conditions set forth in this Agreement, the Stock Option is subject to the terms and conditions of the Plan, which are hereby incorporated by reference.

Any and all disputes arising under or out of this Agreement, including without limitation any issues involving the enforcement or interpretation of any of the provisions of this Agreement, shall be resolved by the commencement of an appropriate action in the state or federal courts located within Amsterdam, which shall be the exclusive jurisdiction for the resolution of any such disputes. The Participant hereby agrees and consents to the personal jurisdiction of said courts over the Participant for purposes of the resolution of any and all such disputes.

13. Severability

The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

14. Conflicts and Interpretation

Applicable terms of the Plan are expressly incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the Plan, the Plan shall control. In the event of any ambiguity in this Agreement, or any matters as to which this Agreement is silent, the Plan shall govern including, without limitation, the provisions thereof pursuant to which the Committee has the power, among others, to (i) interpret the Plan, (ii) prescribe, amend and rescind rules and regulations relating to the Plan and (iii) make all other determinations deemed necessary or advisable for the administration of the Plan.

In the event of any (x) conflict between any information posted on any stock plan administration portal used by the Company to manage Awards and the Summary of Award, this Agreement, the Plan and/or the books and records of the Company or (y) ambiguity in any information posted on the any such stock plan administration portal, then the Summary of Award, this Agreement, the Plan and/or the books and records of the Company, as applicable, shall control.

15. Amendment

The Company may modify, amend or waive the terms of the Stock Option, prospectively or retroactively, but no such modification, amendment or waiver shall impair the rights of the Participant without his or her consent, except as required by applicable law, NASDAQ or 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.

16. Headings

The headings of paragraphs herein are included solely for convenience of reference and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

17. Data Privacy

(a) The Processing of any Personal Data shall be carried out in compliance with any applicable Data Protection Legislation.

(b) For the purposes of this Paragraph 17:

(i) **“Processing”** has the meaning set out in the applicable Data Protection Legislation;

(ii) **“Data Protection Legislation”** means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding provision or restriction (as amended, consolidated or re-enacted from time to time) in any jurisdiction which relates to the protection of individuals with regards to the Processing of Personal Data, including Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 and any related code of practice or guidance published from time to time; and

(iii) **“Personal Data”** has the meaning set out in the applicable Data Protection Legislation.

18. Language

If the Participant has received this Agreement and/or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version in any way, the English version will control.

19. Electronic Delivery and Acceptance

(a) The Company may, in its sole discretion, decide to deliver any documents related to the award of the Stock Option and participation in the Plan or future options that may be awarded under the Plan by electronic means or to request the Participant’s consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Agent or Company or another third party designated by the Company.

(b) Electronic acceptance of this Agreement pursuant to the Company’s instructions to the Participant (including through an online acceptance process managed by the Agent or Company or another third party designated by the Company) shall constitute execution of the Agreement by the Participant.

20. Imposition of Other Requirements

The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Stock Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Section 409A

This Stock Option is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, **“Section 409A”**). However, notwithstanding any other provision of the Plan, the Summary of Award or this Agreement, if at any time the Committee determines that this Stock Option (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Summary of Award or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate for this Stock Option either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

22. Entire Agreement

The Plan, the Summary of Award and this Agreement (including any Appendix hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

23. Limitations Applicable to Section 16 Persons

Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Stock Option, the Summary of Award and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by

applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

24. Not a Contract of Employment

Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company, any Affiliate or any Subsidiary or division or shall interfere with or restrict in any way the rights of the Company, its Affiliates and its Subsidiaries and divisions, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company, the Affiliate or a Subsidiary or division and the Participant.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Agreement.

TRIVAGO N.V.

/s/ Johannes Thomas

Name: Johannes Thomas
Title: CEO/Managing Director

PARTICIPANT

/s/ Eric Hart

Name: Eric Hart

**APPENDIX
STOCK OPTION AGREEMENT**

APPENDIX OF FOREIGN COUNTRY PROVISIONS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Stock Option Agreement to which this Appendix is attached.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Stock Option granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently working and/or residing, transfers to another country after the Grant Date or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to the Participant.

Notifications

This Appendix also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 20, 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information noted herein as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant exercises the Stock Option or sells the Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of any particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers to another country after the Grant Date, or is considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to the Participant in the same manner.

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*). If the Participant is a German resident and receives a payment in excess of this amount in connection with participation in the Plan, the Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via the Bundesbank website (www.bundesbank.de).

SERVICES AND SUPPORT AGREEMENT

This Services and Support Agreement (the “**Agreement**”), effective November 1, 2023, is by and between:

trivago N.V.,
a company organized and existing under the laws of
Germany (“**trivago**” or “**Service Recipient**”)

Kesselstraße 5-7

40221 Düsseldorf Germany

And

Expedia Group International Holdings III, LLC,
a company organized and existing under the laws of
Delaware (“**EGIH3**” or “**Service Provider**”)

1111 Expedia Group Way W Seattle, WA 98119

The Service Provider and Service Recipient shall be individually referred to as a “**Party**” and collectively, the “**Parties**”. The Parties are directly or indirectly owned entities of Expedia Group, Inc., a Delaware corporation, with its principal place of business at 1111 Expedia Way W, Seattle, WA USA 98119. Expedia Group, Inc. and its subsidiaries are collectively referred to as “**Expedia Group**.”

BACKGROUND

WHEREAS, Service Recipient desires the Service Provider to provide Services related to the translation and localization of certain content on trivago Websites;

WHEREAS, the Service Provider seeks to provide the Services;

WHEREAS, the Service Recipient agrees to receive the Services;

WHEREAS, this Agreement sets forth the terms and conditions governing the Services;

WHEREAS, the Parties intend that the Service Provider shall receive an arm’s-length fee (within the meaning of the relevant Transfer Pricing Rules) for providing the Services to Service Recipient; and

WHEREAS, the capitalized terms used and not otherwise defined in these recitals are defined in Article 1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms set forth herein, the Parties agree as follows:

1. DEFINITIONS.

“**Affiliate**” means, for any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

“**Applicable Laws**” is defined in Section 13.1.

“**Confidential Information**” means information that is not generally known to the public, is subject to a protective order, or that constitutes a trade secret under applicable law, including, without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to supplier and customer identities and lists, accounting records, business and marketing plans, and information that would reasonably be considered confidential by virtue of its relation to the work contemplated by this Agreement. Confidential Information also includes all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

“**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“**Data Privacy Laws**” means all applicable laws, rules and regulations relating to privacy and data protection, direct marketing or the interception or communication of electronic messages, data security, and breach notification, including but not limited to, the General Data Protection Regulation ((EU) 2016/679); the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the California Consumer Privacy Act of 2018 (Cal. Civil Code §§ 1798.100–1798.198), the California Data Breach Notice Act (Cal. Civil Code §1798.82), the California Security of Personal Data Act (Cal. Civil Code § 1798.81.5), the Massachusetts Standards for the Protection of Personal Data (201 CMR 17.00), and other state and federal laws, rules, and regulations, in each case as amended, consolidated, re-enacted or replaced from time to time.

“**Direct Costs**” means direct costs incurred by the Service Provider that are (i) attributable to the personnel directly engaged in performing the Service Provider’s duties under this Agreement, including without limitation all salaries, wages, compensation, and benefits; and (ii) costs attributable to the materials and supplies consumed in rendering the Services.

“**Indemnified Party**” and “**Indemnifying Party**” are defined in Section 11.3.

“**Indirect Costs**” means costs other than Direct Costs incurred by the Service Provider that relate to the Services rendered under this Agreement, including an allocable portion of occupancy costs, utilities, supervisory and clerical support, and other overhead, general, and administrative costs reasonably allocable to the Service Provider’s duties under this Agreement.

“**Initial Term**” is defined in Section 2.1

“**Intellectual Property Rights**” means all intangibles, including patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, works of authorship including software, copyright, moral rights and related rights, image rights and rights of personality and publicity, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets), and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

“**Losses**” means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals and other reasonable fees and expenses of litigation or other proceedings and of any claim, default or assessment).

“**PCI DSS**” means the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any applicable subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

“**Renewal Term**” is defined in [Section 2.1](#). “**Service Fee**” is defined in [Section 4.1](#).

“**Service Fee Calculation Schedule**” is the description of the calculation of the Service Fee provided at [Exhibit B](#).

“**Service Fee Transaction Taxes**” is defined in [Section 7.1](#).

“**Service Recipient Data**” means all data and information that is submitted, directly or indirectly, to the Service Provider by Service Recipient or obtained or learned by the Service Provider in connection with the Services, including information relating to Service Recipient, its Affiliates and its or their customers, hotels or hotel operators, technology, operations, facilities, consumer markets, marketing and branding plans and strategies, logos, graphics, financial information and projections, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable or patentable subject matter, trademarks under development, and other proprietary information.

“**Services**” is defined in [Section 3.2](#):

“**Services Schedule**” is the description of Services to be provided by Service Provider to Service Recipient provided at [Exhibit A](#).

“**Term**” is defined in [Section 2.1](#).

“**Third Party Costs**” means costs of services performed by third parties or Affiliates for the Service Provider in relation to the Services, including, but not limited to advertising agency fees and professional services fees.

“**Transaction Taxes**” is defined in [Section 7.1](#).

“**Transfer Pricing Rules**” means the U.S. transfer pricing regulations under section 482 of the Internal Revenue Code, the non-U.S. transfer pricing rules as generally set forth in the Organization for Economic Cooperation and Development’s Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations, and any applicable local tax laws, regulations and guidelines applicable in effect during the Term of this Agreement.

“**Work Product**” is defined in [Section 6.2](#).

2. TERM AND TERMINATION.

2.1 **Term.** The initial term of this Agreement will begin on the Effective Date and will terminate on December 31, 2023 (the “**Initial Term**”). This Agreement will be automatically renewed for consecutive one-year periods at close of business on December 31, 2023 and on December 31 of each subsequent calendar year (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) and shall continue indefinitely unless the Parties agree to the contrary or this Agreement is otherwise terminated in accordance with this [Article 2](#).

2.2 **Termination for Failure to Make a Payment.** In the event that Service Recipient fails to pay in full any amounts payable hereunder pursuant to [Section 4.2](#), and such failure remains uncured for

ten (10) days after receipt of notice thereof from the Service Provider, the Service Provider shall have the right to terminate this Agreement and all rights granted hereunder, effective immediately upon delivery of such notice of termination to Service Recipient.

- 2.3 **Termination for Breach of Contract.** If either Party fails to comply with all or part of this Agreement, the other Party shall have the right to terminate this Agreement and all rights granted hereunder, effective immediately upon delivery of such notice of termination to the failing Party.
- 2.4 **Termination for any Other Reason.** Either Party may terminate this Agreement upon thirty (30) days' prior notice. The Parties may, by mutual agreement, waive all or part of the termination notice period.
- 2.5 **Prior Agreements.** This Agreement supersedes and terminates any and all prior agreements or contracts, oral or written, entered into between the Parties relating to the subject matter thereof as of the Effective Date.

3. SERVICES.

- 3.1 **Provision of Services.** During the Term, the Service Provider shall provide Services to the Service Recipient as agreed between the Parties from time to time. Such Services shall be exclusively provided for the benefit of the Service Recipient. The Service Provider has the right to perform itself, or retain third party service providers to perform, any of the Services.
- 3.2 **Services.** The services to be provided by Service Provider to Service Recipient (the “**Services**”) shall be agreed between the Parties from time to time and documented in the form of the Services Schedule provided at Exhibit A to this Agreement.
- 3.3 **Non-Exclusivity of Services.** The Service Recipient retains the right to perform itself, retain other Affiliates or retain third parties to perform, any of the Services. To the extent the Service Recipient performs any of the Services itself, or retains other Affiliates or retains third parties to do so, the Service Provider will cooperate with the Service Recipient or such third parties at no additional charge.
- 3.4 **Scope of Authority.** The Parties shall not act as a legal representative of each other for any purpose whatsoever, and neither Party has the right or authority to enter into any contract, or to assume or create any obligation of any kind on behalf of the other Party. To the extent relevant, the Service Provider shall refer any inquiries, orders, or contracts to Service Recipient or to another Affiliate, as appropriate.

4. SERVICE FEE AND PAYMENT.

- 4.1 **Service Fee.** As consideration for the Services, Service Recipient shall pay to the Service Provider an amount (the “**Service Fee**”) according to an arm's length methodology to be agreed between the Parties from time to time, with the Service Fee agreed at the Effective Date documented in the Service Fee Calculation Schedule provided at Exhibit B to this Agreement.
- 4.2 **Review of Service Fee Calculation Schedule.** The Service Fee Calculation Schedule shall be reviewed by the Parties:
 - (a) after any amendment to the Services Schedule in accordance with Section 3.2 above; and
 - (b) periodically to ensure that the Service Fee is consistent with Section 4.5 (Arm's Length Pricing).

- 4.3 **Payment Due.** The Service Provider will calculate Service Fees and invoice Service Recipient on an annual basis for the Service Fee within twenty (20) days of the end of each year. Service Recipient agrees to pay (or set off, if permissible) the total amount shown as due within sixty (60) days from the end of such year. Set off of any amount payable under this Agreement against any and all intercompany obligations and receivables, including accounts or notes payable and accounts or notes receivable, shall be an acceptable manner of payment, effective upon either Party providing notice of set off.
- 4.4 **Currency.** All computations and payments made pursuant to this Article 4 shall be in the Service Provider's functional currency.
- 4.5 **Arm's Length Pricing.** The Parties intend that the Service Provider shall receive an arm's length fee within the meaning of the Transfer Pricing Rules as consideration for providing the Services to Service Recipient. If the Parties determine that Service Fees are not consistent with the Transfer Pricing Rules, including, for example, a material change in the arm's length value over time of the relevant property and/or services, then the Parties (i) shall adjust the Service Fee to be consistent with the Transfer Pricing Rules; and (ii) shall make additional payments or refunds as appropriate to implement such adjustments. Any such compensating adjustments shall be made within six (6) months after the end of the year to which they relate unless the Parties otherwise agree to a different period. The Parties acknowledge that such compensating adjustments may require payments from Service Recipient to the Service Provider or vice versa.
- 4.6 **Adjustment Due to Tax Audit.** If a relevant tax authority pursuant to a tax audit of the Service Provider or Service Recipient concludes that the Service Fee is not consistent with the Transfer Pricing Rules, then the Parties will determine if there shall be adjustments to the Service Fee paid for the year(s) subject to the income tax audit and for any or all subsequent years. Any such compensating adjustments shall be made within sixty (60) days from the time a final determination is made by the tax authority. The Parties acknowledge that such compensating adjustments may require payments from Service Recipient to the Service Provider or vice versa. Nothing in this agreement shall be deemed to preclude a U.S. party from seeking IRS Rev. Proc. 99-32 relief.

5. SERVICE RECIPIENT RESPONSIBILITIES.

During the Term, Service Recipient shall make available to the Service Provider such relevant information in Service Recipient's possession as necessary for use by the Service Provider in performing the Services for the benefit of Service Recipient. Service Recipient shall also provide the Service Provider such access to Service Recipient's personnel during normal business hours, as reasonably necessary to facilitate the Service Provider's provision of the Services under this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS.

- 6.1 **License to Intellectual Property Rights.** Service Recipient grants to the Service Provider a limited non-exclusive, royalty-free license to Intellectual Property Rights owned by or licensed to Service Recipient solely in connection with the Services provided by the Service Provider for Service Recipient. Service Recipient will provide policies, procedures, and quality requirements with respect to proper use of Intellectual Property Rights. Service Recipient shall retain all right, title, and interest in Intellectual Property Rights owned or licensed by the Service Recipient.
- 6.2 **Work Product.** The Service Provider agrees that all Intellectual Property Rights created in the course of or in order to provide the Services ("**Work Product**"), whether created by or on behalf of the Service Provider, shall be the exclusive property of the Service Recipient. The Service

Provider hereby irrevocably assigns and will cause Affiliates, agents, employees, subcontractors, or representatives of the Service Provider to irrevocably assign to Service Recipient without further consideration all right, title, and interest in and to such Work Product. Upon Service Recipient's request, the Service Provider will execute and deliver any documents or take such other actions as may reasonably be necessary to effect or perfect such assignments and shall ensure that it has in place appropriate arrangements with all Affiliates, agents, employees, subcontractors, or representatives of Service Provider to ensure that Service Provider is able to assign such Work Product to Service Recipient hereunder.

7. TAXES.

7.1 **Transaction Taxes.** For purposes of this Section 7.1, "**Transaction Taxes**" means the sales tax or turnover tax in the Service Provider's jurisdiction, including but not limited to sales tax, use tax, excise tax, value-added tax, goods and services tax, consumption tax, business tax and similar taxes and charges. All sums payable or deemed to be payable by Service Recipient to the Service Provider under or in connection with this Agreement shall be deemed to be exclusive of any Transaction Taxes chargeable on the supply or suppliers for which such sums are the consideration for Transaction Taxes purposes. Service Fees by default will not include Transaction Taxes in the Service Fee cost base. Should the Service Fee provided under this Agreement be subject to Transaction Taxes that must be legally collected and paid by Service Provider at any point in time ("**Service Fee Transaction Taxes**"), then Service Provider shall prepare a legally compliant invoice that includes Transaction Taxes paid by the Service Provider in connection with the Service Fee and Service Recipient shall pay both the Service Fee and applicable Service Fee Transaction Taxes. If it is determined that Transaction Taxes on expenses are not recoverable then Service Provider can charge Service Recipient an additional amount at the point in time when it is determined that such taxes are not recoverable. The Service Provider shall have the right to invoice Service Recipient for the amount of any Transaction Taxes relating to prior Service Fees, along with any interest or penalties incurred and paid by Service Provider relating to such Transaction Taxes, if Transaction Taxes are determined to be applicable after Service Recipient has made payment for Service Fees. No markup shall be applied by Service Provider to current or prior Transaction Taxes, or any interest and penalties.

7.2 **Withholding Taxes.** In the event that amounts payable by Service Recipient to the Service Provider pursuant to this Agreement are taxable and any direct or indirect taxes levies, charges, rights, penalties, imposts, duties or any similar amounts not already mentioned in Section 7.1 above are required to be withheld and paid from such amounts by Service Recipient, Service Recipient shall withhold and pay such taxes on behalf of itself or the Service Provider and transmit to the Service Provider the appropriate tax receipts.

7.3 **Responsibility for Taxation.** Subject to Section 7.1 and 7.2 above, each Party is solely responsible for accounting to the relevant tax authorities for any taxes due in connection with this Agreement.

8. CONFIDENTIALITY.

8.1 **Use and Disclosure.** Generally, neither Party shall use any of the Confidential Information furnished to it by the other Party under this Agreement, nor disclose, reveal or otherwise make any such Confidential Information available to any other person, firm, corporation or other entity, except in furtherance of the objectives of this Agreement, or as specifically authorized by the Party that initially furnished such Confidential Information; *provided, however*, that a Party may disclose the Confidential Information of the other Party to those of its employees, consultants (including professional advisers) and Affiliates that require access to such Confidential Information in order

to permit such Party to exercise its rights and perform its obligations hereunder. Each Party shall develop and implement such procedures as may be required to prevent the intentional or negligent disclosure to other persons or entities of the other Party's Confidential Information including, but not limited to, requiring each of its employees, contractors, and Affiliates having access to such information under this Agreement to enter into an appropriate secrecy agreement, and each Party shall protect the other Party's Confidential Information to the same extent and with at least the same degree of care as such Party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care.

8.2 **Exceptions to Confidentiality.** Nothing in this Agreement shall prevent the disclosure by a Party or its employees, contractors, or Affiliates of an item of Confidential Information that:

- (a) is, or subsequent to the time of transmittal to the receiving Party becomes, a matter of general public knowledge otherwise than as a consequence of a breach by the receiving Party or its employees, contractors, or Affiliates of any obligation under this Agreement;
- (b) is made public by the disclosing Party;
- (c) was in the possession of the receiving Party in documentary form prior to the time of disclosure thereof to it by the disclosing Party, and was held by the receiving Party free of any obligation of confidence to the disclosing Party or any third party;
- (d) is received in good faith from a third party having the right to disclose it, who, to the best of the receiving Party's knowledge, did not obtain the same from a disclosing Party and who imposed no obligation of secrecy on the receiving Party with respect to such information;
- (e) is released from confidential treatment by written consent of the disclosing Party;
- (f) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or
- (g) is required to be disclosed under any applicable law, regulation or governmental order; provided, however, that the Party proposing to disclose Confidential Information pursuant to this Section 8.2(g) shall give prior written notice to the other Party hereto of such legal disclosure requirement so that such other Party can take appropriate action to protect the confidentiality, and prevent the unauthorized use or appropriation of its Confidential Information.

8.3 **Unauthorized Acts.** Without limiting either Party's rights in respect of a breach of this Article, each Party will:

- (a) promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
- (b) promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information;
- (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services; and

(d) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information.

Each Party will bear the cost it incurs as a result of compliance with this Article 8.

8.4 **Return of Confidential Information.** Each Party will, upon request of the other Party following the expiration or termination of this Agreement, promptly return or permanently erase or destroy, in the sole discretion of the Party receiving such request, copies of the other Party's Confidential Information in its possession or control.

9. SERVICE RECIPIENT DATA

9.1 **Service Recipient Data.** Service Recipient shall own all right, title, and interest in and to all of Service Recipient Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Service Recipient Data. Service Provider hereby irrevocably assigns, and will cause Affiliates, agents, subcontractors or representatives of Service Provider to irrevocably assign, to Service Recipient without further consideration all right, title, and interest in and to such Service Recipient Data, including any Intellectual Property Rights therein, arising in any jurisdiction. Upon Service Recipient's request, Service Provider will execute and deliver any documents or take such other actions as may reasonably be necessary to affect or perfect such assignments and shall ensure that it has in place appropriate arrangements with all Affiliates, agents, employees, subcontractors, or representatives of Service Provider to ensure that Service Provider is able to assign such rights to Service Recipient hereunder.

9.2 **Back-Up Procedures.** Service Provider shall follow its archiving procedures for Service Recipient Data as agreed upon with Service Recipient or as stipulated in such other documents as may be notified to Service Recipient from time to time, as such document may be amended by Service Provider in its sole discretion from time to time. In the event of any loss or damage to Service Recipient Data, Service Recipient's sole and exclusive remedy against Service Provider shall be for Service Provider to use reasonable commercial endeavors to restore the lost or damaged Service Recipient Data from the latest back-up of such Service Recipient Data maintained by Service Provider in accordance with the archiving procedure. Service Provider shall not be responsible for any loss, destruction, alteration or disclosure of Service Recipient Data caused by any third party, except those third parties sub-contracted by Service Provider to perform services related to Service Recipient Data maintenance and back-up for which it shall remain fully liable as provided under this Agreement.

9.3 **Data Privacy Laws.** Both Parties will comply with all applicable requirements of the Data Privacy Laws. This Article 9 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Privacy Laws.

9.4 **Personal Data.** The Parties agree that there is no personal data intended to be processed (other than business contact data) as part of the Services contemplated under this Agreement. If any personal data is inadvertently exchanged, accessed or otherwise received in relation to the Services, the Service Provider agrees to delete it immediately upon becoming aware of receipt or access of such personal data, and notify the Service Recipient accordingly.

10. REPRESENTATIONS AND WARRANTIES.

10.1 **By Service Recipient.** Service Recipient represents and warrants that except as otherwise provided in this Agreement, Service Recipient will obtain, maintain, and comply with all applicable permits and licenses, required of Service Recipient in connection with its obligations under this Agreement.

- 10.2 **By the Service Provider.** The Service Provider represents and warrants that as of the Effective Date and during the Term:
- (a) the Service Provider will obtain, maintain and comply with all applicable permits and licenses, required of the Service Provider in connection with its obligations under this Agreement; and
 - (b) the Service Provider shall (1) assign an adequate number of employees, contractors, or vendors to perform the Services, (2) ensure that the employees, contractors, and vendors will be properly educated, trained and fully qualified to perform the Services, and (3) ensure that the employees, contractors, and vendors perform the Services in a professional and workmanlike manner.

10.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER THE SERVICE PROVIDER NOR SERVICE RECIPIENT MAKES ANY REPRESENTATIONS OR WARRANTIES AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

11. INDEMNITIES.

11.1 **Indemnities by the Service Provider.** The Service Provider will defend and indemnify Service Recipient and its directors, officers, shareholders, employees, third-party agents and representatives against any Losses resulting from, arising out of or relating to, any third-party claim:

- (a) Relating to a breach by the Service Provider of Article 8 (Confidentiality);
- (b) Relating to any amounts assessed against Service Recipient that are the obligation of the Service Provider pursuant to Article 7 (Taxes);
- (c) Relating to a breach of any of the representations and warranties in Section 10.2; or
- (d) Relating to death, personal injury or property loss or damage resulting from the Service Provider's acts or omissions.

The Service Provider will indemnify Service Recipient against any Losses incurred in connection with the enforcement of this Article.

11.2 **Indemnities by Service Recipient.** Service Recipient will defend and indemnify the Service Provider and its Affiliates, and their respective officers, directors, shareholders, employees, third- party agents and representatives, against any Losses resulting from, arising out of or relating to, any third-party claim:

- (a) that the Services, any work product, or any other resources or items provided to the Service Provider by Service Recipient infringe or misappropriate the intellectual property, proprietary or other rights of any third party (except as may have been caused by an unauthorized modification by the Service Provider);
- (b) relating to any duties or obligations of Service Recipient owed to a third party;
- (c) relating to the inaccuracy, untruthfulness or breach of any representation or warranty made by Service Recipient under this Agreement;

- (d) relating to Service Recipient's breach of Article 8 (Confidentiality);
- (e) relating to any amounts assessed against the Service Provider that are the obligation of Service Recipient pursuant to Article 7 (Taxes); or
- (f) relating to death, personal injury or property loss or damage resulting from Service Recipient's acts or omissions.

Service Recipient will indemnify the Service Provider against any Losses incurred in connection with the enforcement of this Article.

- 11.3 **Indemnification Procedures.** If any third-party claim is commenced against a Party entitled to indemnification under Section 11.1 or Section 11.2 (the "**Indemnified Party**"), notice thereof will be given to the Party that is obligated to provide indemnification (the "**Indemnifying Party**") as promptly as practicable. If, after such notice, the Indemnifying Party acknowledges that this Agreement applies with respect to such claim, then the Indemnifying Party will be entitled, if it so elects, by notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days before the date on which a response to such claim is due, to immediately take control of the defense and settlement of such claim and to engage attorneys with appropriate expertise to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation and defense of such claim and any appeal arising therefrom; provided that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party will be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control of the defense of a claim required to be defended under this Article 11 (Indemnities), the Indemnified Party may defend the claim in such manner as it may deem appropriate at the cost of the Indemnifying Party.

12. DAMAGES.

- 12.1 **Damages.** Each of the Parties is liable to the other for any direct damages arising out of or relating to its performance or failure to perform all or part of this Agreement including for the avoidance of doubt failure to terminate in accordance with Article 2. Except for a Party's breach of Article 11 (Indemnities) or Article 8 (Confidentiality), in no event will either Party be liable to the other for damages due to a breach of this Agreement in excess of the amount of the Service Fees paid by Service Recipient to the Service Provider over the last twelve (12) months immediately preceding the breach.
- 12.2 **Consequential Damages.** NEITHER THE SERVICE PROVIDER NOR SERVICE RECIPIENT WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- 12.3 **Exceptions.** THE EXCLUSION OF LIABILITY SET FORTH IN SECTION 12.2 DOES NOT APPLY TO (A) THE FAILURE OF SERVICE RECIPIENT TO PAY THE SERVICE FEE OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT, (B) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 11 (INDEMNITIES), (C) BREACH OF ARTICLE 8

(CONFIDENTIALITY), (D) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY, OR (E) THE BREACH OF INTELLECTUAL PROPERTY RIGHTS OF EITHER PARTY.

13. COMPLIANCE WITH LAWS.

13.1 **Compliance.** Each Party will perform its obligations under this Agreement in a manner that complies with all laws applicable to that Party's business and/or the provision of the Services ("Applicable Laws"), including but not limited to: (a) laws requiring the procurement of inspections, certificates and approvals needed to perform the Services; (b) laws regarding healthcare, workplace safety, immigration, labor standards, wage and hour laws, insurance, data protection, and privacy; and (c) laws concerning anti-bribery and corruption and criminal tax evasion.

13.2 **Changes in Law.** The Service Provider and Service Recipient will work together to identify the effect of changes in laws on the provision and receipt of the Services and will promptly discuss the changes to the Services, and/or the other terms and provisions of this Agreement, if any, required to comply with all applicable laws.

(a) Except to the extent inconsistent with the relevant Transfer Pricing Rules, if a change to the Services is required for the Service Provider to comply with a change in the laws applicable to the Service Provider, the change will be implemented at the Service Provider's expense and will not impact the Service Fee paid by Service Recipient under this Agreement, or otherwise result in a negative impact to Service Recipient's business or operations.

(b) If a change to the Services is required for the Service Provider to comply with a change in any laws other than the Applicable Laws, and the Service Provider can reasonably demonstrate that the change will materially increase the Service Provider's costs, Service Recipient will by notice to the Service Provider either:

(i) direct the Service Provider to implement the required change to the Services, in which case Service Recipient will pay any additional Service Fee that the Parties mutually determine to be payable following consultation about the change, or

(ii) terminate this Agreement in accordance with Article 2 above or amend the portion of the Services affected by the change in law.

13.3 **Fines and Penalties.** If a governmental authority notifies either Party that the Party is not in compliance with any applicable laws, the Party will promptly notify the other Party of the same. The Service Provider is responsible for any fines and penalties incurred by Service Recipient arising from the Service Provider's noncompliance with the Applicable Laws. Service Recipient is

responsible for any fines and penalties incurred by the Service Provider arising from Service Recipient's noncompliance with laws other than the Applicable Laws that directly impact Service Recipient's business. Any reimbursement of fines or penalties by one Party for the benefit of the other Party under this Section 13.4 shall be without a markup or other profit element to the Party on which the fine or penalty was imposed. No reimbursement of fines or penalties under this Section 13.4 shall be made if such reimbursement would violate any law of Service Recipient's or the Service Provider's jurisdictions.

14. MISCELLANEOUS PROVISIONS.

1.2 **Assignment.** Neither Party will, without the consent of the other Party, assign this Agreement or otherwise transfer its rights or obligations under this Agreement; provided that either Party, at any time, may assign its rights and obligations under this Agreement to any person that is an Affiliate without the consent of the other Party. The consent of a Party to any assignment of this Agreement does not constitute such Party's consent to further assignment. This Agreement is binding on the Parties and their successors and permitted assignees. Any assignment in contravention of this subsection is void.

15.1 **Notices.** Any notice, demand, payment or other communication required, permitted or desired to be given pursuant to any of the terms or provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes (i) upon delivery, if delivered in person; (ii) when receipt is acknowledged, if sent by mail transmission; (iii) one (1) business day after having been deposited for overnight delivery with an internationally-recognized overnight courier service; or (iv) upon delivery, if sent via email. Such communications shall be delivered or sent to the following addresses (or such addresses or email addresses as may be specified by the Parties hereto):

If to the Service Provider: Legal@trivago.com

Attention: Legal Counsel trivago N.V. Kesselstraße 5-7
40221 Düsseldorf Germany

If to Service Recipient: Attention: Legal Counsel

Expedia Group International Holdings III, LLC 1111 Expedia Group Way W
Seattle, WA, 98119 United States

15.2 **Counterparts and Execution.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which taken together constitute one single agreement between the Parties. This Agreement may be executed by digital signature, and if so executed, shall be considered an original.

15.3 **Relationship.** The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make either Service Recipient or the Service Provider partners, joint venturers, principals, agents or employees of the other. Further, nothing in

this Agreement will act to alter in any manner any ownership relationship between the Service Provider and Service Recipient. The Service Provider is solely liable for all costs and obligations incurred by the Service Provider payable to third parties in connection with services rendered by the Service Provider hereunder.

15.4 **Consents, Approvals and Requests.** Except consents, approvals or requests that this Agreement expressly provides are in a Party's sole discretion, (a) all consents and approvals to be given by either Party under this Agreement will not be unreasonably withheld or delayed and (b) each Party will make only reasonable requests under this Agreement.

- 15.5 **Waivers.** No delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant.
- 15.6 **Remedies Cumulative.** No right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.
- 15. CONSTRUCTION.**
- 15.1 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, will remain in full force and effect.
- 15.2 **Governing Law.** This Agreement and the rights and obligations of the Parties under this Agreement are exclusively governed by and will be construed in accordance with the laws of the State of Washington, USA, without reference to its choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in King County, Washington, and the parties hereby consent to the personal jurisdiction and venue therein.
- 15.3 **Attorney's Fees.** In any action, suit or proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and other expenses from the other party.
- 15.4 **Entire Agreement.** This document sets forth the complete and final expression of the Parties' agreement about their subject matter, and there are no other representations, understandings or agreements between the Parties about such subject matter.
- 15.5 **Survival.** The terms of Articles 8 (Confidentiality), 11 (Indemnities), 12 (Damages), 14 (Miscellaneous Provisions) and 15 (Construction) will survive the expiration or termination of this Agreement.

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IN WITNESS WHEREOF, each of Service Recipient and the Service Provider has caused this Agreement to be signed and delivered by its duly authorized representative to be effective as of the Effective Date.

Expedia Group International Holdings III, LLC

trivago N.V.

By: /s/ Lance Allen Soliday By: /s/ Matthias Tillmann Name: Lance Allen Soliday Name: Matthias Tillman
Title: Senior Vice President and Chief Accounting Officer Title: Managing Director

EXHIBIT A SERVICES SCHEDULE

The services to be provided by Service Provider to Service Recipient shall be carried out by Service Provider in accordance with the service guidelines set forth by Service Recipient from time to time. The Services to be provided by the Service Provider may include:

Localization Support Services

- a) To provide certain support services related to localizing content on trivago Websites; and
- b) To provide translation services;

Other Services

Providing such other similar support services as the Service Recipient may direct from time to time. This Schedule shall be effective for Services beginning November 1, 2023.

EXHIBIT B
SERVICE FEE CALCULATION SCHEDULE

The Service Fee shall be the amount equal to:

- (a) One hundred eight percent (108%) of the Service Provider's Direct and Indirect Costs, plus
- (b) One hundred percent (100%) of the Service Provider's Third Party Costs, plus
- (c) One hundred percent (100%) of any net foreign exchange loss realized or unrealized by the Service Provider with respect to the provision of the Services, less
- (d) One hundred percent (100%) of any net foreign exchange gain realized or unrealized by the Service Provider with respect to the provision of the Services.

The Service Fee will be reviewed from time to time to ensure that it is consistent with Section 4.5 (Arm's Length Pricing).

Direct and Indirect Costs exclude the following items: (i) interest income or expense recognized or incurred by the Service Provider; (ii) any income taxes incurred by the Service Provider; and (iii) any costs ordinarily categorized as "non-operating income/expenses."

The calculations defined in this Schedule shall be effective for Service Fees beginning November 1, 2023.

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “**Agreement**”), effective January 1, 2023 is by and between:

trivago N.V.,
a company organized and existing under the laws of
Germany (“**Service Recipient**”)

Kesselstraße 5-7

40221 Düsseldorf Germany

And

Expedia, Inc.,
a company organized and existing under the laws of the
Delaware (“**Service Provider**”)

1111 Expedia Group Way W Seattle, WA 98119, USA

The Service Provider and Service Recipient shall be individually referred to as a “**Party**” and collectively, the “**Parties**”. The Parties are directly owned subsidiaries of Expedia Group, Inc., a Delaware corporation, with its principal place of business at 1111 Expedia Way W, Seattle, WA USA 98119. Expedia Group, Inc. and its subsidiaries are collectively referred to as “**Expedia Group**.”

BACKGROUND

WHEREAS, Service Recipient desires the Service Provider to provide Services related to the operation of the Service Recipient’s global business;

WHEREAS, the Service Provider seeks to provide the Services;

WHEREAS, the Service Recipient agrees to receive the Services;

WHEREAS, this Agreement sets forth the terms and conditions governing the Services;

WHEREAS, the Parties intend that the Service Provider shall receive an arm’s-length fee (within the meaning of the relevant Transfer Pricing Rules) for providing the Services to Service Recipient; and

WHEREAS, the capitalized terms used and not otherwise defined in these recitals are defined in Article 1 of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms set forth herein, the Parties agree as follows:

1. DEFINITIONS.

“**Affiliate**” means, for any entity, any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

“**Applicable Laws**” is defined in Section 13.1.

“**Confidential Information**” means information that is not generally known to the public, is subject to a protective order, or that constitutes a trade secret under applicable law, including, without limitation, technical information, know-how, technology, software applications and code, prototypes, ideas, inventions, methods, improvements, data, files, information relating to supplier and customer identities and lists, accounting records, business and marketing plans, and information that would reasonably be considered confidential by virtue of its relation to the work contemplated by this Agreement. Confidential Information also includes all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

“**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“**Data Privacy Laws**” means all applicable laws, rules and regulations relating to privacy and data protection, direct marketing or the interception or communication of electronic messages, data security, and breach notification, including but not limited to, the General Data Protection Regulation ((EU) 2016/679); the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the California Consumer Privacy Act of 2018 (Cal. Civil Code §§ 1798.100–1798.198), the California Data Breach Notice Act (Cal. Civil Code §1798.82), the California Security of Personal Data Act (Cal. Civil Code § 1798.81.5), the Massachusetts Standards for the Protection of Personal Data (201 CMR 17.00), and other state and federal laws, rules, and regulations, in each case as amended, consolidated, re-enacted or replaced from time to time.

“**Direct Costs**” means direct costs incurred by the Service Provider that are (i) attributable to the personnel directly engaged in performing the Service Provider’s duties under this Agreement, including without limitation all salaries, wages, compensation, and benefits; and (ii) costs attributable to the materials and supplies consumed in rendering the Services.

“**Indemnified Party**” and “**Indemnifying Party**” are defined in Section 11.3.

“**Indirect Costs**” means costs other than Direct Costs incurred by the Service Provider that relate to the Services rendered under this Agreement, including an allocable portion of occupancy costs, utilities, supervisory and clerical support, and other overhead, general, and administrative costs reasonably allocable to the Service Provider’s duties under this Agreement.

“**Initial Term**” is defined in Section 2.1

“**Intellectual Property Rights**” means all intangibles, including patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, works of authorship including software, copyright, moral rights and related rights, image rights and rights of personality and publicity, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets), and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

“**Losses**” means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals and other reasonable fees and expenses of litigation or other proceedings and of any claim, default or assessment).

“**PCI DSS**” means the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any applicable subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

“**Renewal Term**” is defined in Section 2.1. “**Service Fee**” is defined in

Section 4.1.

“**Service Fee Calculation Schedule**” is the description of the calculation of the Service Fee provided at Exhibit B.

“**Service Fee Transaction Taxes**” is defined in Section 7.1.

“**Service Recipient Data**” means all data and information that is submitted, directly or indirectly, to the Service Provider by Service Recipient or obtained or learned by the Service Provider in connection with the Services, including information relating to Service Recipient, its Affiliates and its or their customers, hotels or hotel operators, technology, operations, facilities, consumer markets, marketing and branding plans and strategies, logos, graphics, financial information and projections, products, capacities, systems, procedures, security practices, research, development,

business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable or patentable subject matter, trademarks under development, and other proprietary information.

“**Services**” is defined in Section 3.2:

“**Services Schedule**” is the description of Services to be provided by Service Provider to Service Recipient provided at Exhibit A.

“**Term**” is defined in Section 2.1.

“**Third Party Costs**” means costs of services performed by third parties or Affiliates for the Service Provider in relation to the Services, including, but not limited to advertising agency fees and professional services fees.

“**Transaction Taxes**” is defined in Section 7.1.

“**Transfer Pricing Rules**” means the U.S. transfer pricing regulations under section 482 of the Internal Revenue Code, the non-U.S. transfer pricing rules as generally set forth in the Organization for Economic Cooperation and Development’s Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations, and any applicable local tax laws, regulations and guidelines applicable in effect during the Term of this Agreement.

“**Work Product**” is defined in Section 6.2.

2. TERM AND TERMINATION.

2.1 **Term.** The initial term of this Agreement will begin on the Effective Date and will terminate on December 31, 2023 (the “**Initial Term**”). This Agreement will be automatically renewed for consecutive one-year periods at close of business on December 31, 2023 and on December 31 of each subsequent calendar year (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) and shall continue indefinitely unless the Parties agree to the contrary or this Agreement is otherwise terminated in accordance with this Article 2.

2.2 **Termination for Failure to Make a Payment.** In the event that Service Recipient fails to pay in full any amounts payable hereunder pursuant to Section 4.2, and such failure remains uncured for

ten (10) days after receipt of notice thereof from the Service Provider, the Service Provider shall have the right to terminate this Agreement and all rights granted hereunder, effective immediately upon delivery of such notice of termination to Service Recipient.

2.3 **Termination for Breach of Contract.** If either Party fails to comply with all or part of this Agreement, the other Party shall have the right to terminate this Agreement and all rights granted hereunder, effective immediately upon delivery of such notice of termination to the failing Party.

2.4 **Termination for any Other Reason.** Either Party may terminate this Agreement upon thirty (30) days’ prior notice. The Parties may, by mutual agreement, waive all or part of the termination notice period.

2.5 **Prior Agreements.** This Agreement supersedes and terminates any and all prior agreements or contracts, oral or written, entered into between the Parties relating to the subject matter thereof as of the Effective Date.

3. SERVICES.

3.1 **Provision of Services.** During the Term, the Service Provider shall provide Services to the Service Recipient as agreed between the Parties from time to time. The Service Provider has the right to perform itself, or retain third parties to perform, any of the Services.

- 3.2 **Services.** The services to be provided by Service Provider to Service Recipient (the “**Services**”) shall be agreed between the Parties from time to time and documented in the form of the Services Schedule provided at Exhibit A to this Agreement.
- 3.3 **Non-Exclusivity of Services.** The Service Recipient retains the right to perform itself, retain other Affiliates or retain third parties to perform, any of the Services. To the extent the Service Recipient performs any of the Services itself, or retains other Affiliates or retains third parties to do so, the Service Provider will cooperate with the Service Recipient or such third parties at no additional charge.
- 3.4 **Scope of Authority.** The Parties shall not act as a legal representative of each other for any purpose whatsoever, and neither Party has the right or authority to enter into any contract, or to assume or create any obligation of any kind on behalf of the other Party. To the extent relevant, the Service Provider shall refer any inquiries, orders, or contracts to Service Recipient or to another Affiliate, as appropriate.
- 4. SERVICE FEE AND PAYMENT.**
- 4.1 **Service Fee.** As consideration for the Services, Service Recipient shall pay to the Service Provider an amount (the “**Service Fee**”) according to an arm’s length methodology to be agreed between the Parties from time to time, with the Service Fee agreed at the Effective Date documented in the Service Fee Calculation Schedule provided at Exhibit B to this Agreement.
- 4.2 **Review of Service Fee Calculation Schedule.** The Service Fee Calculation Schedule shall be reviewed by the Parties:
- (a) after any amendment to the Services Schedule in accordance with Section 3.2 above; and
 - (b) periodically to ensure that the Service Fee is consistent with Section 4.5 (Arm’s Length Pricing).
- 4.2 **Payment Due.** The Service Provider will calculate Service Fees and invoice Service Recipient on an annual basis for the Service Fee within twenty (20) days of the end of each year. Service Recipient agrees to pay (or set off, if permissible) the total amount shown as due within sixty (60) days from the end of such year. Set off of any amount payable under this Agreement against any and all intercompany obligations and receivables, including accounts or notes payable and accounts or notes receivable, shall be an acceptable manner of payment, effective upon either Party providing notice of set off.
- 4.3 **Currency.** All computations and payments made pursuant to this Article 4 shall be in the Service Provider’s functional currency, USD.
- 4.4 **Arm’s Length Pricing.** The Parties intend that the Service Provider shall receive an arm’s length fee within the meaning of the Transfer Pricing Rules as consideration for providing the Services to Service Recipient. If the Parties determine that Service Fees are not consistent with the Transfer Pricing Rules, including, for example, a material change in the arm’s length value over time of the relevant property and/or services, then the Parties (i) shall adjust the Service Fee to be consistent with the Transfer Pricing Rules; and (ii) shall make additional payments or refunds as appropriate to implement such adjustments. Any such compensating adjustments shall be made within six (6) months after the end of the year to which they relate unless the Parties otherwise agree to a different period. The Parties acknowledge that such compensating adjustments may require payments from Service Recipient to the Service Provider or vice versa.
- 4.5 **Adjustment Due to Tax Audit.** If a relevant tax authority pursuant to a tax audit of the Service Provider or Service Recipient concludes that the Service Fee is not consistent with the Transfer

Pricing Rules, then the Parties will determine if there shall be adjustments to the Service Fee paid for the year(s) subject to the income tax audit and for any or all subsequent years. Any such compensating adjustments shall be made within sixty (60) days from the time a final determination is made by the tax authority. The Parties acknowledge that such compensating adjustments may require payments from Service Recipient to the Service Provider or vice versa. Nothing in this agreement shall be deemed to preclude a U.S. party from seeking IRS Rev. Proc. 99-32 relief.

5. SERVICE RECIPIENT RESPONSIBILITIES.

During the Term, Service Recipient shall make available to the Service Provider such relevant information in Service Recipient's possession as necessary for use by the Service Provider in performing the Services for the benefit of Service Recipient. Service Recipient shall also provide the Service Provider such access to Service Recipient's personnel during normal business hours, as reasonably necessary to facilitate the Service Provider's provision of the Services under this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 **License to Intellectual Property Rights.** Service Recipient grants to the Service Provider a limited non-exclusive, royalty-free license to Intellectual Property Rights owned by or licensed to Service Recipient solely in connection with the Services provided by the Service Provider for Service Recipient. Service Recipient will provide policies, procedures, and quality requirements with respect to proper use of Intellectual Property Rights. Service Recipient shall retain all right, title, and interest in Intellectual Property Rights owned or licensed by the Service Recipient.

6.2 **Work Product.** The Service Provider agrees that all Intellectual Property Rights created in the course of or in order to provide the Services ("**Work Product**"), whether created by or on behalf of the Service Provider, shall be the exclusive property of the Service Recipient. The Service

Provider hereby irrevocably assigns and will cause Affiliates, agents, employees, subcontractors, or representatives of the Service Provider to irrevocably assign to Service Recipient without further consideration all right, title, and interest in and to such Work Product. Upon Service Recipient's request, the Service Provider will execute and deliver any documents or take such other actions as may reasonably be necessary to effect or perfect such assignments and shall ensure that it has in place appropriate arrangements with all Affiliates, agents, employees, subcontractors, or representatives of Service Provider to ensure that Service Provider is able to assign such Work Product to Service Recipient hereunder.

7. TAXES.

7.1 **Transaction Taxes.** For purposes of this Section 7.1, "**Transaction Taxes**" means the sales tax or turnover tax in the Service Provider's jurisdiction, including but not limited to sales tax, use tax, excise tax, value-added tax, goods and services tax, consumption tax, business tax and similar taxes and charges. All sums payable or deemed to be payable by Service Recipient to the Service Provider under or in connection with this Agreement shall be deemed to be exclusive of any Transaction Taxes chargeable on the supply or suppliers for which such sums are the consideration for Transaction Taxes purposes. Service Fees by default will not include Transaction Taxes in the Service Fee cost base. Should the Service Fee provided under this Agreement be subject to Transaction Taxes that must be legally collected and paid by Service Provider at any point in time ("**Service Fee Transaction Taxes**"), then Service Provider shall prepare a legally compliant invoice that includes Transaction Taxes paid by the Service Provider in connection with the Service Fee and Service Recipient shall pay both the Service Fee and applicable Service Fee Transaction Taxes. If it is determined that Transaction Taxes on expenses are not recoverable then Service Provider can charge Service Recipient an additional amount

at the point in time when it is determined that such taxes are not recoverable. The Service Provider shall have the right to invoice Service Recipient for the amount of any Transaction Taxes relating to prior Service Fees, along with any interest or penalties incurred and paid by Service Provider relating to such Transaction Taxes, if Transaction Taxes are determined to be applicable after Service Recipient has made payment for Service Fees. No markup shall be applied by Service Provider to current or prior Transaction Taxes, or any interest and penalties.

- 7.2 **Withholding Taxes.** In the event that amounts payable by Service Recipient to the Service Provider pursuant to this Agreement are taxable and any direct or indirect taxes levies, charges, rights, penalties, imposts, duties or any similar amounts not already mentioned in Section 7.1 above are required to be withheld and paid from such amounts by Service Recipient, Service Recipient shall withhold and pay such taxes on behalf of itself or the Service Provider and transmit to the Service Provider the appropriate tax receipts.
- 7.3 **Responsibility for Taxation.** Subject to Section 7.1 and 7.2 above, each Party is solely responsible for accounting to the relevant tax authorities for any taxes due in connection with this Agreement.

8. CONFIDENTIALITY.

- 8.1 **Use and Disclosure.** Generally, neither Party shall use any of the Confidential Information furnished to it by the other Party under this Agreement, nor disclose, reveal or otherwise make any such Confidential Information available to any other person, firm, corporation or other entity, except in furtherance of the objectives of this Agreement, or as specifically authorized by the Party that initially furnished such Confidential Information; *provided, however,* that a Party may disclose the Confidential Information of the other Party to those of its employees, consultants (including professional advisers) and Affiliates that require access to such Confidential Information in order

to permit such Party to exercise its rights and perform its obligations hereunder. Each Party shall develop and implement such procedures as may be required to prevent the intentional or negligent disclosure to other persons or entities of the other Party's Confidential Information including, but not limited to, requiring each of its employees, contractors, and Affiliates having access to such information under this Agreement to enter into an appropriate secrecy agreement, and each Party shall protect the other Party's Confidential Information to the same extent and with at least the same degree of care as such Party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care.

- 8.2 **Exceptions to Confidentiality.** Nothing in this Agreement shall prevent the disclosure by a Party or its employees, contractors, or Affiliates of an item of Confidential Information that:
- (a) is, or subsequent to the time of transmittal to the receiving Party becomes, a matter of general public knowledge otherwise than as a consequence of a breach by the receiving Party or its employees, contractors, or Affiliates of any obligation under this Agreement;
 - (b) is made public by the disclosing Party;
 - (c) was in the possession of the receiving Party in documentary form prior to the time of disclosure thereof to it by the disclosing Party, and was held by the receiving Party free of any obligation of confidence to the disclosing Party or any third party;
 - (d) is received in good faith from a third party having the right to disclose it, who, to the best of the receiving Party's knowledge, did not obtain the same from a disclosing Party and

who imposed no obligation of secrecy on the receiving Party with respect to such information;

- (e) is released from confidential treatment by written consent of the disclosing Party;
- (f) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or
- (g) is required to be disclosed under any applicable law, regulation or governmental order; provided, however, that the Party proposing to disclose Confidential Information pursuant to this Section 8.2(g) shall give prior written notice to the other Party hereto of such legal disclosure requirement so that such other Party can take appropriate action to protect the confidentiality, and prevent the unauthorized use or appropriation of its Confidential Information.

8.3 **Unauthorized Acts.** Without limiting either Party's rights in respect of a breach of this Article, each Party will:

- (a) promptly notify the other Party of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
- (b) promptly furnish to the other Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information;
- (c) cooperate with the other Party in any litigation and investigation against third parties deemed necessary by the other Party to protect its rights in Confidential Information to the extent such litigation or investigation relates to the Services; and
- (d) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of the other Party's Confidential Information.

Each Party will bear the cost it incurs as a result of compliance with this Article 8.

8.4 **Return of Confidential Information.** Each Party will, upon request of the other Party following the expiration or termination of this Agreement, promptly return or permanently erase or destroy, in the sole discretion of the Party receiving such request, copies of the other Party's Confidential Information in its possession or control.

9. SERVICE RECIPIENT DATA

9.1 **Service Recipient Data.** Service Recipient shall own all right, title, and interest in and to all of Service Recipient Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all such Service Recipient Data. Service Provider hereby irrevocably assigns, and will cause Affiliates, agents, subcontractors or representatives of Service Provider to irrevocably assign, to Service Recipient without further consideration all right, title, and interest in and to such Service Recipient Data, including any Intellectual Property Rights therein, arising in any jurisdiction. Upon Service Recipient's request, Service Provider will execute and deliver any documents or take such other actions as may reasonably be necessary to affect or perfect such assignments and shall ensure that it has in place appropriate arrangements with all Affiliates, agents, employees, subcontractors, or representatives of Service Provider to ensure that Service Provider is able to assign such rights to Service Recipient hereunder.

- 9.2 **Back-Up Procedures.** Service Provider shall follow its archiving procedures for Service Recipient Data as agreed upon with Service Recipient or as stipulated in such other documents as may be notified to Service Recipient from time to time, as such document may be amended by Service Provider in its sole discretion from time to time. In the event of any loss or damage to Service Recipient Data, Service Recipient's sole and exclusive remedy against Service Provider shall be for Service Provider to use reasonable commercial endeavors to restore the lost or damaged Service Recipient Data from the latest back-up of such Service Recipient Data maintained by Service Provider in accordance with the archiving procedure. Service Provider shall not be responsible for any loss, destruction, alteration or disclosure of Service Recipient Data caused by any third party, except those third parties sub-contracted by Service Provider to perform services related to Service Recipient Data maintenance and back-up for which it shall remain fully liable as provided under this Agreement.
- 9.3 **Data Privacy Laws.** Both Parties will comply with all applicable requirements of the Data Privacy Laws. This Article 9 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Privacy Laws.
- 9.4 **Personal Data.** The Parties agree that there is no personal data intended to be processed (other than business contact data) as part of the Services contemplated under this Agreement. If any personal data is inadvertently exchanged, accessed or otherwise received in relation to the Services, the Service Provider agrees to delete it immediately upon becoming aware of receipt or access of such personal data, and notify the Service Recipient accordingly.

10. REPRESENTATIONS AND WARRANTIES.

- 10.1 **By Service Recipient.** Service Recipient represents and warrants that except as otherwise provided in this Agreement, Service Recipient will obtain, maintain, and comply with all applicable permits and licenses, required of Service Recipient in connection with its obligations under this Agreement.
- 10.2 **By the Service Provider.** The Service Provider represents and warrants that as of the Effective Date and during the Term:
- (a) the Service Provider will obtain, maintain and comply with all applicable permits and licenses, required of the Service Provider in connection with its obligations under this Agreement; and
 - (b) the Service Provider shall (1) assign an adequate number of employees, contractors, or vendors to perform the Services, (2) ensure that the employees, contractors, and vendors will be properly educated, trained and fully qualified to perform the Services, and (3) ensure that the employees, contractors, and vendors perform the Services in a professional and workmanlike manner.
- 10.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER THE SERVICE PROVIDER NOR SERVICE RECIPIENT MAKES ANY REPRESENTATIONS OR WARRANTIES AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

11. INDEMNITIES.

11.1 **Indemnities by the Service Provider.** The Service Provider will defend and indemnify Service Recipient and its directors, officers, shareholders, employees, third-party agents and representatives against any Losses resulting from, arising out of or relating to, any third-party claim:

- (a) Relating to a breach by the Service Provider of Article 8 (Confidentiality);
- (b) Relating to any amounts assessed against Service Recipient that are the obligation of the Service Provider pursuant to Article 7 (Taxes);
- (c) Relating to a breach of any of the representations and warranties in Section 10.2; or
- (d) Relating to death, personal injury or property loss or damage resulting from the Service Provider's acts or omissions.

The Service Provider will indemnify Service Recipient against any Losses incurred in connection with the enforcement of this Article.

11.2 **Indemnities by Service Recipient.** Service Recipient will defend and indemnify the Service Provider and its Affiliates, and their respective officers, directors, shareholders, employees, third- party agents and representatives, against any Losses resulting from, arising out of or relating to, any third-party claim:

- (a) that the Services, any work product, or any other resources or items provided to the Service Provider by Service Recipient infringe or misappropriate the intellectual property, proprietary or other rights of any third party (except as may have been caused by an unauthorized modification by the Service Provider);
- (b) relating to any duties or obligations of Service Recipient owed to a third party;
- (c) relating to the inaccuracy, untruthfulness or breach of any representation or warranty made by Service Recipient under this Agreement;
- (d) relating to Service Recipient's breach of Article 8 (Confidentiality);
- (e) relating to any amounts assessed against the Service Provider that are the obligation of Service Recipient pursuant to Article 7 (Taxes); or
- (f) relating to death, personal injury or property loss or damage resulting from Service Recipient's acts or omissions.

Service Recipient will indemnify the Service Provider against any Losses incurred in connection with the enforcement of this Article.

11.3 **Indemnification Procedures.** If any third-party claim is commenced against a Party entitled to indemnification under Section 11.1 or Section 11.2 (the "**Indemnified Party**"), notice thereof will be given to the Party that is obligated to provide indemnification (the "**Indemnifying Party**") as promptly as practicable. If, after such notice, the Indemnifying Party acknowledges that this Agreement applies with respect to such claim, then the Indemnifying Party will be entitled, if it so elects, by notice promptly delivered to the Indemnified Party, but in no event less than ten (10) days before the date on which a response to such claim is due, to immediately take control of the defense and settlement of such claim and to engage attorneys with appropriate expertise to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate, at the cost of the Indemnifying Party, in all reasonable respects with the Indemnifying Party and its attorneys in the investigation and defense of such claim and any appeal arising therefrom; provided that the Indemnified Party may, at its own cost and expense,

participate, through its attorneys or otherwise, in such investigation and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party will be entered into without the consent of the Indemnified Party. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume full control of the defense of a claim required to be defended under this Article 11 (Indemnities), the Indemnified Party may defend the claim in such manner as it may deem appropriate at the cost of the Indemnifying Party.

12. DAMAGES.

- 14.1 **Damages.** Each of the Parties is liable to the other for any direct damages arising out of or relating to its performance or failure to perform all or part of this Agreement including for the avoidance of doubt failure to terminate in accordance with Article 2. Except for a Party's breach of Article 11 (Indemnities) or Article 8 (Confidentiality), in no event will either Party be liable to the other for damages due to a breach of this Agreement in excess of the amount of the Service Fees paid by Service Recipient to the Service Provider over the last twelve (12) months immediately preceding the breach.
- 14.2 **Consequential Damages.** NEITHER THE SERVICE PROVIDER NOR SERVICE RECIPIENT WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- 14.3 **Exceptions.** THE EXCLUSION OF LIABILITY SET FORTH IN SECTION 12.2 DOES NOT APPLY TO (A) THE FAILURE OF SERVICE RECIPIENT TO PAY THE SERVICE FEE OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT, (B) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 11 (INDEMNITIES), (C) BREACH OF ARTICLE 8 (CONFIDENTIALITY), (D) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY, OR (E) THE BREACH OF INTELLECTUAL PROPERTY RIGHTS OF EITHER PARTY.

13. COMPLIANCE WITH LAWS.

- 14.1 **Compliance.** Each Party will perform its obligations under this Agreement in a manner that complies with all laws applicable to that Party's business and/or the provision of the Services ("**Applicable Laws**"), including but not limited to: (a) laws requiring the procurement of inspections, certificates and approvals needed to perform the Services; (b) laws regarding healthcare, workplace safety, immigration, labor standards, wage and hour laws, insurance, data protection, and privacy; and (c) laws concerning anti-bribery and corruption and criminal tax evasion.
- 14.2 **Changes in Law.** The Service Provider and Service Recipient will work together to identify the effect of changes in laws on the provision and receipt of the Services and will promptly discuss the changes to the Services, and/or the other terms and provisions of this Agreement, if any, required to comply with all applicable laws.
- (a) Except to the extent inconsistent with the relevant Transfer Pricing Rules, if a change to the Services is required for the Service Provider to comply with a change in the laws applicable to the Service Provider, the change will be implemented at the Service Provider's expense and will not impact the Service Fee paid by Service Recipient under

this Agreement, or otherwise result in a negative impact to Service Recipient's business or operations.

- (b) If a change to the Services is required for the Service Provider to comply with a change in any laws other than the Applicable Laws, and the Service Provider can reasonably demonstrate that the change will materially increase the Service Provider's costs, Service Recipient will by notice to the Service Provider either:
 - (i) direct the Service Provider to implement the required change to the Services, in which case Service Recipient will pay any additional Service Fee that the Parties mutually determine to be payable following consultation about the change, or
 - (ii) terminate this Agreement in accordance with Article 2 above or amend the portion of the Services affected by the change in law.

14.3 **Fines and Penalties.** If a governmental authority notifies either Party that the Party is not in compliance with any applicable laws, the Party will promptly notify the other Party of the same. The Service Provider is responsible for any fines and penalties incurred by Service Recipient arising from the Service Provider's noncompliance with the Applicable Laws. Service Recipient is

responsible for any fines and penalties incurred by the Service Provider arising from Service Recipient's noncompliance with laws other than the Applicable Laws that directly impact Service Recipient's business. Any reimbursement of fines or penalties by one Party for the benefit of the other Party under this Section 13.4 shall be without a markup or other profit element to the Party on which the fine or penalty was imposed. No reimbursement of fines or penalties under this Section 13.4 shall be made if such reimbursement would violate any law of Service Recipient's or the Service Provider's jurisdictions.

14. MISCELLANEOUS PROVISIONS.

1.3 **Assignment.** Neither Party will, without the consent of the other Party, assign this Agreement or otherwise transfer its rights or obligations under this Agreement; provided that either Party, at any time, may assign its rights and obligations under this Agreement to any person that is an Affiliate without the consent of the other Party. The consent of a Party to any assignment of this Agreement does not constitute such Party's consent to further assignment. This Agreement is binding on the Parties and their successors and permitted assignees. Any assignment in contravention of this subsection is void.

14.1 **Notices.** Any notice, demand, payment or other communication required, permitted or desired to be given pursuant to any of the terms or provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes (i) upon delivery, if delivered in person; (ii) when receipt is acknowledged, if sent by mail transmission; (iii) one (1) business day after having been deposited for overnight delivery with an internationally-recognized overnight courier service; or (iv) upon delivery, if sent via email. Such communications shall be delivered or sent to the following addresses (or such addresses or email addresses as may be specified by the Parties hereto):

If to the Service Provider:

Attention: Legal Counsel Expedia, Inc.
1111 Expedia Group Way W Seattle, WA 98119

USA

If to Service Recipient: Legal@trivago.com

Attention: Legal Counsel trivago N.V. Kesselstraße 5-7
40221 Düsseldorf Germany

14.2 **Counterparts and Execution.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which taken together constitute one single agreement between the Parties. This Agreement may be executed by digital signature, and if so executed, shall be considered an original.

14.3 **Relationship.** The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make either Service Recipient or the Service

Provider partners, joint venturers, principals, agents or employees of the other. Further, nothing in this Agreement will act to alter in any manner any ownership relationship between the Service Provider and Service Recipient. The Service Provider is solely liable for all costs and obligations incurred by the Service Provider payable to third parties in connection with services rendered by the Service Provider hereunder.

14.4 **Consents, Approvals and Requests.** Except consents, approvals or requests that this Agreement expressly provides are in a Party's sole discretion, (a) all consents and approvals to be given by either Party under this Agreement will not be unreasonably withheld or delayed and (b) each Party will make only reasonable requests under this Agreement.

14.5 **Waivers.** No delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant.

14.6 **Remedies Cumulative.** No right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.

15. CONSTRUCTION.

15.1 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, will remain in full force and effect.

15.2 **Governing Law.** This Agreement and the rights and obligations of the Parties under this Agreement are exclusively governed by and will be construed in accordance with the laws of the State of Washington, USA, without reference to its choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in King County, Washington, and the parties hereby consent to the personal jurisdiction and venue therein.

- 15.3 **Attorney's Fees.** In any action, suit or proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and other expenses from the other party.
- 15.4 **Entire Agreement.** This document sets forth the complete and final expression of the Parties' agreement about their subject matter, and there are no other representations, understandings or agreements between the Parties about such subject matter.
- 15.5 **Survival.** The terms of Articles 8 (Confidentiality), 11 (Indemnities), 12 (Damages), 14 (Miscellaneous Provisions) and 15 (Construction) will survive the expiration or termination of this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of Service Recipient and the Service Provider has caused this Agreement to be signed and delivered by its duly authorized representative to be effective as of the Effective Date.

Expedia, Inc. trivago N.V.

By: /s/ Robert Dzielak By: /s/ Matthias Tillmann Name: Robert Dzielak Name: Matthias Tillman
Title: Director Title: Managing Director

EXHIBIT A SERVICES SCHEDULE

The services to be provided by Service Provider to Service Recipient shall be carried out by Service Provider in accordance with the service guidelines set forth by Service Recipient from time to time. The Services to be provided by the Service Provider may include:

Management Support Services

Providing tax, accounting, finance, legal, operations, administrative functions, and similarly related functions.

Other Services

Providing other related services on which the Parties may agree from time to time. This Schedule shall be effective for

Services beginning January 1, 2023.

EXHIBIT B
SERVICE FEE CALCULATION SCHEDULE

The Service Fee shall be the amount equal to:

- (a) One hundred five percent (105%) of the Service Provider's Direct and Indirect Costs, plus
- (b) One hundred percent (100%) of the Service Provider's Third Party Costs, plus
- (c) One hundred percent (100%) of any net foreign exchange loss realized or unrealized by the Service Provider with respect to the provision of the Services, less
- (d) One hundred percent (100%) of any net foreign exchange gain realized or unrealized by the Service Provider with respect to the provision of the Services.

The Service Fee will be reviewed from time to time to ensure that it is consistent with Section 4.4 (Arm's Length Pricing).

Direct and Indirect Costs exclude the following items: (i) interest income or expense recognized or incurred by the Service Provider; (ii) any income taxes incurred by the Service Provider; and (iii) any costs ordinarily categorized as "non-operating income/expenses."

The calculations defined in this Schedule shall be effective for Service Fees beginning January 1, 2023.

Subsidiaries of the Registrant

Legal Name of the Subsidiary	Jurisdiction of Organization
trivago Services B.V.	The Netherlands
trivago Services US LLC	United States
weekengo GmbH	Germany
Base7booking.com S.à.r.l. (<i>in liquidation</i>)	Switzerland
Base7Germany GmbH	Germany
TGO (Thailand) Ltd. (<i>in liquidation</i>)	Thailand
trivago Hong Kong Ltd.	Hong Kong
trivago Hotel Relations GmbH	Germany
Trivago Hotel Relations Spain S.L.U	Spain

**Certification by the Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Johannes Thomas, certify that:

1. I have reviewed this annual report on Form 20-F of trivago N.V. (the “Company”);
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 Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer 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)) for the Company 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 Company, 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 Company’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 Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s supervisory board (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 Company’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 Company’s internal control over financial reporting.

Date: 3/1/2024

By: /s/ Johannes Thomas

Name: Johannes Thomas

Title: Chief Executive Officer

Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Kevin Hu, certify that:

1. I have reviewed this annual report on Form 20-F of trivago N.V. (the “Company”);
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 Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer 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)) for the Company 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 Company, 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 Company’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 Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s supervisory board (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 Company’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 Company’s internal control over financial reporting.

Date: 3/1/2024

By: /s/ Kevin Hu
Name: Kevin Hu
Title: Interim Chief Financial Officer

**Certification by the Chief Executive Officer and Chief Financial Officer 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 Annual Report on Form 20-F of trivago N.V. (the "Company") for the year ended December 31, 2023 as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), the undersigned Johannes Thomas, as Chief Executive Officer of the Company, and Kevin Hu, as Interim Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; 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: 3/1/2024

By: /s/ Johannes Thomas
Name: Johannes Thomas
Title: Chief Executive Officer

By: /s/ Kevin Hu
Name: Kevin Hu
Title: Interim Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form F-3 No. 333-255378) of trivago N.V.,
- (2) Registration Statement (Form S-8 No. 333-215164) pertaining to the trivago N.V. 2016 Omnibus Incentive Plan, and
- (3) Registration Statement (Form S-8 No. 333-258288) pertaining to the trivago N.V. 2016 Omnibus Incentive Plan;

of our reports dated March 1, 2024, with respect to the consolidated financial statements of trivago N.V. and the effectiveness of internal control over financial reporting of trivago N.V. included in this Annual Report (Form 20-F) of trivago N.V. for the year ended December 31, 2023.

/s/ EY GmbH & Co. KG Wirtschaftsprüfungsgesellschaft

Düsseldorf, Germany

March 1, 2024

TRIVAGO N.V.
Executive Officer Incentive Compensation Recovery Policy

I. Purpose

The Management Board (the “Management Board”) of trivago N.V., a Dutch public company with limited liability (*naamloze vennootschap*) (the “Company”), following approval of the Supervisory Board of the Company (the “Supervisory Board”), has adopted this policy (this “Policy”) which (i) requires the recovery of certain executive compensation in the event that the Company is required to prepare an Accounting Restatement (as defined below) and (ii) reflects certain Dutch legal provisions relating to the recoupment and/or adjustment of a Bonus (as defined below) from members of the Management Board under certain circumstances defined by Dutch law. This Policy is designed to comply with Section 10D of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), Rule 10D-1 thereunder, and Listing Rule 5608 (“Rule 5608”) of the Nasdaq Stock Market (the “Nasdaq”) and will be interpreted and applied accordingly.

II. Administration

This Policy will be administered by the Compensation Committee of the Supervisory Board (the “Committee”). The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. Any determinations made by the Committee will be final and binding on all affected individuals. Any members of the Committee, and any other members of Supervisory Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Supervisory Board under applicable law or Company policy.

III. Covered Persons

This Policy applies to the Company’s current and former Executive Officers of the Company (the “Covered Persons”), provided that Section VII of this policy applies only to members of the Management Board as a matter of Dutch law.

For purposes of the foregoing, “Executive Officer” shall have the meaning set forth in Rule 5608, and as such, means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person (including executive officers of a parent or subsidiary) who performs similar policy-making functions for the Company.

IV. Recoupment upon an Accounting Restatement

If the Company is required to prepare an accounting restatement due to material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or to correct an error that is not material to previously issued financial statements, but would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (an “Accounting Restatement”), the Committee will reasonably promptly recover the amount of Covered Incentive Compensation that was Received by each Covered Person during the Recovery Period in excess of the amount that would have been Received had such Covered Incentive Compensation been determined based on the restated Financial Reporting Measure, computed without regard to taxes paid (such amount, the “Erroneously Awarded Compensation”), subject to Section VI below. If the amount of Covered Incentive Compensation Received by a Covered Person was based on Company stock price or total stockholder return and is not subject to mathematical recalculation directly from the Accounting Restatement, the amount to be recovered as Erroneously Awarded Compensation will be based on a reasonable estimate of the effect of the Accounting

Restatement on the stock price or total stockholder return upon which the Covered Incentive Compensation was Received. The Company Secretary shall, on behalf of the Committee, obtain and maintain all documentation of the determination of any such reasonable estimate and provide such documentation to the Nasdaq when required.

For purposes of the foregoing:

- “Covered Incentive Compensation” means Incentive Compensation Received on or after October 2, 2023, the effective date of Rule 5608, by a person: (i) after beginning service as an Executive Officer, (ii) who served as an Executive Officer at any time during the performance period for that Incentive Compensation, and (iii) while the Company has a class of securities listed on a national securities exchange or a national securities association.
- “Financial Reporting Measure” means (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements and any measure that is derived wholly or in part from any such measure, and (ii) the Company’s stock price and the total stockholder return of the Company. A measure, however, need not be presented within the financial statements or included in a filing with the U.S. Securities and Exchange Commission (“SEC”) to constitute a Financial Reporting Measure.
- “Incentive Compensation” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
- “Received” - Incentive Compensation is deemed “Received” in the Company’s fiscal period during which the Financial Reporting Measure specified in such Incentive Compensation is attained.
- “Recovery Period” means the three (3) completed fiscal years immediately preceding the date the Company is required under Rule 5608 to prepare an Accounting Restatement (or such longer period as required under Rule 5608 in the event the Company changes its fiscal year). The date that the Company is required to prepare the Accounting Restatement will be the earlier of (i) the date the Board concluded or reasonably should have concluded that the Accounting Restatement is required and (ii) the date a court, regulator or other authorized body directs the Company to prepare the Accounting Restatement.

Recoupment of Erroneously Awarded Compensation pursuant to this Policy is made on a “no fault” basis, without regard to whether any misconduct occurred or whether any Covered Person has responsibility for the noncompliance that resulted in the Accounting Restatement.

V. Method of Recoupment

The Committee will determine, in its sole discretion, the method for recouping Erroneously Awarded Compensation hereunder, which may include, without limitation, any of the following, subject to applicable law:

- Requiring reimbursement of cash Incentive Compensation previously paid;
- Seeking recovery of any gain or value realized on or since the vesting, exercise, settlement, sale, transfer, or other disposition of any equity-based awards;
- Offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Person (including, without limitation, any severance otherwise payable by the Company to the Covered Person);
- Making a deduction from the Covered Person’s salary;
- Requiring the Covered Person to transfer back to the Company any shares he or she received pursuant to an equity award;
- Cancelling, or reducing the number of shares subject to, or the value of, outstanding vested or unvested equity awards; and/or
- Taking any other remedial and recovery action permitted by law, as determined by the Committee.

The Committee will consider Section 409A of the U.S. Internal Revenue Code of 1986, as amended, prior to offsetting recouped amounts against future payments of deferred compensation. In addition, the Committee may, in its sole discretion, determine whether and to what extent additional action is appropriate to address the circumstances surrounding the noncompliance so as to minimize the likelihood of any recurrence.

VI. Impracticability

The Committee will recover any Erroneously Awarded Compensation in accordance with this Policy unless a majority of the independent members of the Supervisory Board (the "Board Committee") determines that such recovery would be impracticable because (i) the direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered, (ii) recovery would violate a Dutch law adopted prior to November 28, 2022, or (iii) recovery would likely cause an otherwise tax-qualified, broad-based retirement plan of the Company to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder. Before concluding that it would be impracticable to recover any Erroneously Awarded Compensation based on the expense of enforcement, the Company shall make a reasonable attempt to recover such Erroneously Awarded Compensation, and the Company Secretary, on behalf of the Board Committee, shall document such reasonable attempt(s) to recover and provide that documentation to the Nasdaq when required. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of law, the Board Committee shall engage legal counsel experienced and qualified to practice law in the applicable jurisdiction (if such counsel is acceptable to the Nasdaq) to render an opinion that recovery would result in a violation of law and shall provide such opinion to the Nasdaq. The Company shall provide funding for the fees and expenses of such legal counsel as approved by the Board Committee.

VII. Recoupment and adjustment of a Bonus under Dutch law

The Company may and, if so directed by the Supervisory Board shall, recoup all or part of a Bonus that has already been paid to a member of the Management Board, to the extent payment of such Bonus was based on inaccurate information as to the achievement of targets or the occurrence of events on which the Bonus was based (as determined by the Supervisory Board acting in good faith). The claim for recoupment of a Bonus will expire after a period of five years has elapsed after the Company became aware that the Bonus was based on inaccurate information.

In addition, the Supervisory Board may (but is not required to) adjust the entitlement of a member of the Management Board to a Bonus that has not yet been paid to an appropriate amount, if payment of the (unadjusted) Bonus would be unacceptable according to standards of reasonableness and fairness (as determined by the Supervisory Board acting in good faith).

For purposes of the foregoing, a "Bonus" means any variable compensation of a member of the Management Board that is partly or entirely conditional on the achievement of certain targets or the occurrence of certain events (e.g., signing bonuses, severance pay, cash bonuses, performance awards and contributions to pension funds).

VIII. No Indemnification or Insurance

Neither the Company nor any of its subsidiaries or affiliates shall indemnify any Covered Person against the loss of any Erroneously Awarded Compensation. Further, neither the Company nor any of its subsidiaries or affiliates shall pay or reimburse any Covered Person for any insurance policy entered into by a Covered Person that provides for full or partial coverage of any recoupment obligation under this Policy.

IX. Amendment; Termination

The Management Board, subject to the approval of the Supervisory Board, may amend this Policy from time to time in its discretion in any manner consistent with applicable law and regulation. The Management Board, subject to the approval of the Supervisory Board, may terminate this Policy at any

time when the Company does not have a class of securities listed on a national securities exchange or a national securities association.

X. Other Recoupment Rights

The Management Board intends that this Policy will be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company, any similar policy or recoupment provision in any employment agreement, equity award agreement, bonus plan, or similar agreement or plan and any other legal remedies available to the Company. Further, the provisions of this Policy are in addition to (and not in lieu of) any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002 and other applicable laws.

XI. Successors

This Policy shall be binding and enforceable against all Covered Persons and their beneficiaries, heirs, executors, administrators, or other legal representatives.

XII. Disclosure

The circumstances of any recoupment pursuant to this Policy will be publicly disclosed where required by Rule 10D-1, Item 402 of Regulation S-K and Rule 5608. In accordance with Rule 10D-1, the Policy shall be filed with the SEC as an exhibit to the Company's Form 20-F, as provided in Item 601(b) of Regulation S-K.

XIII. Change of Listing

In the event that the Company lists its securities on any national securities exchange or national securities association other than the Nasdaq, all references to "Nasdaq" in this Policy shall mean each national securities exchange or national securities association upon which the Company has a class of securities then listed and "Rule 5608" shall mean the rule(s) relating to recovery of erroneously awarded compensation under the listing rules of such other applicable exchange or association.