

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

trivago N.V.

(Name of Issuer)

**Class A shares, nominal value of €0.06 per share
(Title of Class of Securities)**

**89686D 105 (for American Depositary Shares, each representing one Class A Share)
(CUSIP Number)**

**Peter Vinnemeier
Kesselstraße 5-7
40221 Düsseldorf
Federal Republic of Germany
+49 211 54065110**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 15, 2018

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is subject of this Schedule 13D, and is filing this statement because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

CUSIP No.: 89686D 105 (for American Depositary Shares, each representing one Class A Share)	
1.	Name of Reporting Person: Peter Vinnemeier
2.	Check the Appropriate Box if a Member of Group (See Instructions): (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds: PF
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to <u>Items 2(d)</u> or <u>2(e)</u>: <input type="checkbox"/>
6.	Citizenship or Place of Organization: Federal Republic of Germany
Number of Shares Beneficially Owned By Each Reporting Person With:	7. Sole Voting Power: 38,610,793 ⁽¹⁾
	8. Shared Voting Power: 0
	9. Sole Dispositive Power: 38,610,793 ⁽¹⁾
	10. Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 38,610,793 ⁽¹⁾
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: <input type="checkbox"/>
13.	Percent of Class Represented By Amount In Row (11): 11.0% ⁽¹⁾⁽²⁾
14.	Type of Reporting Person: IN

- (1) Pursuant to the articles of association of the Issuer, each Class B share is convertible into one Class A share of the Issuer at any time by the holder thereof, while Class A shares are not convertible into Class B shares under any circumstances. Class A shares are entitled to one vote per share and Class B shares are entitled to ten votes per share.
- (2) Based upon the total of 350,845,069 of the Issuer's Class A and Class B shares outstanding as of September 30, 2018.

This Amendment No. 2 hereby amends and supplements the Schedule 13D filed with the Securities and Exchange Commission on September 13, 2017, as amended by the Amendment No. 1 thereto filed on September 19, 2018 (the "Schedule 13D"), relating to the Class A shares of the trivago N.V. (the "Issuer"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Schedule 13D. Except as amended or supplemented hereby, the information set forth in the Schedule 13D remains unchanged.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby supplemented with the following information:

On November 15, 2018, the Reporting Person entered into a Rule 10b5-1 sales plan (the "Trading Plan") with a broker to sell American Depositary Shares, representing an equal number of Class A shares (the "ADSs"). In connection with but prior to the sale of the ADSs pursuant to the Trading Plan, the Reporting person will convert a portion of his Class B Shares, nominal value of €0.60 per share, into Class A Shares, resulting in an increase in the total number of outstanding Class A Shares by 2,000,000 shares. The maximum number of ADSs that may be sold under the Trading Plan amounts to 2,000,000 ADSs, and they may be sold beginning on December 17, 2018, with such ADSs to be sold in separate tranches at different specified market prices. The Trading Plan is scheduled to remain in effect until April 19, 2019. The Trading Plan was adopted in accordance with the Issuer's insider trading policy and is intended to comply with the provisions of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended.

The foregoing description of the Trading Plan does not purport to be complete and is qualified in its entirety by reference to the full text of the Trading Plan, which is filed as an exhibit to this Schedule 13D and incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

The response set forth in Item 5 of the Schedule 13D is hereby supplemented as follows:

(c) Transactions in the Issuer's Class A or Class B shares within 60 Days. Other than as disclosed in the Schedule 13D, no other transactions in the Issuer's Class A or Class B shares have been effected by the Reporting Person within the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby supplemented with the following information:

Item 4 summarizes certain provisions of the Trading Plan and is incorporated herein by reference. A copy of the Trading Plan is attached as an exhibit to this Schedule 13D, and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

<u>Exhibit No.</u>	<u>Description</u>
99.6	Rule 10b5-1 Trading Plan of Peter Vinnemeier, dated November 15, 2018

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 23, 2018

/s/ Peter Vinnemeier

Peter Vinnemeier

Morgan Stanley 10b5-1 Preset Diversification Program[®] (PDP)

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Part I. Account and Plan Information. *Instructions: To be completed by MSSB and reviewed by the Seller.*

Part II. Trade Schedules.

Trade Schedule A – Notice and Authorization of Exercise of Stock Options and Sale of Underlying American Depositary Shares (ADS). *Instructions: May not be applicable for some plans. For use by any seller who wishes to sell shares obtained upon the exercise of stock options. When applicable, to be completed by MSSB and reviewed by the Seller. This Trade Schedule will be provided to the Issuer as Notice of the intention to exercise stock options.*

Trade Schedule B – Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or ESPP Stock. *Instructions: May not be applicable for some plans. For use by any seller who wishes to sell these types of shares. When applicable, to be completed by MSSB and reviewed by the Seller.*

Part III. Sales Plan Disclosures and Representations. *Instructions: The Seller must review and understand these disclosures and representations. The Seller is required to sign the last page of this Part III.*

Part IV. Exhibits.

Exhibit A – Issuer Representation Letter. *Instructions: To be reviewed and executed by an authorized representative of the Issuer.*

Exhibit B – Seller Representation Letter. *Instructions: May not be applicable for some plans. To be reviewed and executed only by those sellers required to sell shares pursuant to Rule 144.*

		<u>Document</u>	<u>To Be Signed By</u>
Part I		Account and Plan Information	N/A
Part II	Trade Schedule A	Notice and Authorization of Exercise of Stock Options and Sale of Underlying ADS	N/A
Part II	Trade Schedule B	Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or ESPP Stock	N/A
Part III		Sales Plan Disclosures and Representations	Seller and MSSB
Part IV	Exhibit A	Issuer Representation Letter	Issuer
Part IV	Exhibit B	Seller Representation Letter	Seller, if applicable

PART I

Account and Plan Information

Instructions: To be completed by MSSB and reviewed by the Seller.

The undersigned (referred to hereinafter as the "Seller", "I" or "me") hereby appoints Morgan Stanley Smith Barney LLC ("MSSB") as my agent for the purposes of implementing this Sales Plan (this "Plan") that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as outlined below and for the purpose of executing this Plan. I understand that this Plan is subject to review prior to acceptance by MSSB and that, upon acceptance, MSSB will use commercially reasonable efforts to perform its obligations under this Plan.

The appointment of MSSB is for the purpose of selling my securities pursuant to the terms and conditions set forth below. Subject to such terms and conditions, MSSB accepts such appointment. This Plan is valid only for the specific security, account number and maximum total shares indicated:

Issuer (the "Issuer"): trivago N.V Trading Symbol: TRVG

Adoption Date: November 15, 2018 Plan Type: New Plan
The date on which the Seller executes this Plan will be defined as the Adoption Date (the "Adoption Date").

Seller's Name: Peter Vinnemeier

Account #: ** FA Number: **

Selling Start Date: December 17, 2018
Note: The "Selling Start Date" may be no sooner than 30 days after the Adoption Date.

Plan End Date: April 19, 2019 Commission: **
Note: the "Plan End Date" may be no later than two years after the Selling Start Date.

Seller's Affiliation Status: 144 Affiliate Section 16 insider Non 144 Affiliate but subject to trading windows Other

Share Type: Options Shares already owned

Plan Total Share Quantity: Trade Schedule A: 0 _____
Trade Schedule B: 2,000,000 _____
Total ADS: 2,000,000 _____

<p>For Internal Use Only: Drop-Ins No-Sales Periods M S P</p> <p>Entered _____ Uploaded _____ Sent to Branch _____</p> <p>Additional Notes:</p>	<p>Received _____ Entered _____ Checked _____</p> <p>Additional Notes:</p>
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Notice:

<u>To the Seller:</u> Name: Peter Vinnemeier **	

<u>To Issuer:</u> Name: trivago N.V. Address: Attn. Legal Kesselstraße 5 – 7, 40221 Düsseldorf Telephone: +49 211 387 684 4392 E-Mail: legal@trivago.com	
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<u>To: MSSB 10b5-1 Preset Diversification Program Department</u> Primary Contact: Valerie Rivera Alternate Contact: Denise Ramoutar Alternate Contact: Roger Krubiner Address: 1 New York Plaza, 38th Floor New York, NY 10004 Telephone: 646-536-0480/0451/0456 Fax: 646-291-3639 E-mail: valerie.g.rivera@ms.com denise.ramoutar@ms.com roger.krubiner@ms.com	Copies to: MSSB Financial Advisor Primary Contact: Julie Love Alternate Contact: Jessica LaBarbera Ops Manager: Lisa Fiorentino Address: 101 Park Avenue 24 th Floor New York, NY 10021 Telephone: 212-503-1156/1695/2323 Fax: 212-704-8309 E-mail: Julie.L.Love@ms.com Jessica.Labarbera@ms.com Lisa.Fiorentino@ms.com
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This Part I is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.

PART II

Trade Schedule A – Notice and Authorization of Exercise of Stock Options and Sale of Underlying ADS.

Instructions: May not be applicable for some plans. For use by any seller who wishes to sell shares obtained upon the exercise of stock options. When applicable, to be completed by MSSB and reviewed by the Seller. This Trade Schedule will be provided to the Issuer as Notice of the intention to exercise stock options.

Name of Seller:

Name of Issuer: trivago N.V.

I understand that it is my responsibility to ensure that my employee stock options (the “Options”) will be vested prior to the purchase of American Depositary Shares, each representing a Class A share (the “ADS”) of the Issuer upon exercising the options and will be vested prior to their associated sale periods listed below and will not expire before such sale periods. I also acknowledge responsibility for notifying MSSB in the event of an expiration of the Options under the Issuer’s stock option plan that will prevent the occurrence of one or more transactions listed below. If I authorize the exercise of more than one vested Option grant at the same limit price, the Options will be exercised in the order listed below. I further acknowledge that in the event Options cannot be exercised and the corresponding ADS cannot be sold for any reason, including the occurrence of a suspension pursuant to this Plan, the term of this Plan will not be affected thereby and will end on the originally scheduled Plan End Date. I represent that the information below is accurate.

PURSUANT TO THE ISSUERS INSIDER TRADING POLICY, MSSB MAY NOT ACCEPT A PLAN THAT COMMENCES SALES WITHIN (30) CALENDAR DAYS OF ADOPTION DATE.

The following shall constitute my irrevocable direction and authorization to exercise the Options and sell the ADS as follows:

***** INFORMATION ON GRID MUST BE TYPED *****

(a) Date of Grant	(b) Grant ID	(c) Strike Price	(d) Option Vest Date	(e) Option Expiration Date	(f) Sale Period(s)		(g) Number of ADS to be Sold	(h) Limit Price
					Start Date	End Date		

Note: Insert additional rows as necessary.

“No Sale” Periods (if any)	
Start Date	End Date

The maximum number of ADS to be sold under this Trade Schedule A is NA.

- I hereby irrevocably authorize the Issuer to deliver ADS through the Depository Trust Company (DTC) to Morgan Stanley Smith Barney LLC - DTC#: 015

Deliver to Account #: XXX -

2. I hereby authorize MSSB or its affiliates, as applicable, to wire a cash amount sufficient to cover the cost of the exercise and any withholding taxes due to either the Issuer or, if applicable, the Issuer's outside stock option plan administrator upon the exercise of any Options exercised and underlying ADS sold pursuant to this Plan.

Instructions for Trade Schedule A:

- Please list all Options to be exercised and sold in the order of proposed exercise and sale. If a specific grant is not attributed to each individual Sale Period, Options will be exercised in the order that the grants are listed above.
- In columns (a) through (e) please provide the details of the Option grants to be exercised and sold.
- In column (f), state the first and last date on which the ADS are authorized to be sold during the Sale Period (Share sales may occur on or between these dates). If, during any Sale Period the stated price is not reached for some or all of these ADS, they will not be carried over into any subsequent Sale Period unless explicitly indicated.
- In column (g), state the maximum number of ADS to be sold pursuant to the Option exercise. Do not aggregate with amounts authorized to be sold at a different price during the same Sale Period.
- In column (h), write a dollar price which is the minimum price per Share (the "**Limit Price**") at which the ADS are authorized to be sold during the Sale Period. All limit orders will be treated as "limit not held" orders. Note: Option exercises and sales must be at a Limit Price, not at a "Market" price.
- In the grid labeled "No Sale" Periods, list the time period(s), if any, during which no sales may be made, notwithstanding their inclusion in this Trade Schedule A. These periods are independent of any suspension that may occur pursuant to this Plan.

This Trade Schedule A is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.

Trade Schedule B – Sale of Clean Stock/Control Stock/Restricted Stock Awards or Units or Employee Stock Purchase Plan Stock.

Instructions: May not be applicable for some plans. For use by any seller who wishes to sell these types of shares. When applicable, to be completed by MSSB and reviewed by the Seller.

Name of Seller: Peter Vinnemeier

Name of Issuer: trivago N.V

I acknowledge that in the event the number of ADSs in column (e) cannot be sold for any reason, including the occurrence of a suspension pursuant to this Plan, the term of this Plan will not be affected and will end on the originally scheduled Plan End Date. I represent that the information below is accurate.

PURSUANT TO THE ISSUERS INSIDER TRADING POLICY, MSSB MAY NOT ACCEPT A PLAN THAT COMMENCES SALES WITHIN (30) CALENDAR DAYS OF ADOPTION DATE.

*** INFORMATION ON GRID MUST BE TYPED ***

(a) Type <i>(Clean (CLN), Control (CTRL), Restricted (RST), Restricted Stock Awards (RSA) or Units (RSU) or Employee Stock Purchase Plan shares (ESPP))</i>	(b) Grant ID <i>(If applicable)</i>	(c) Date shares underlying ADS Acquired / Vest Date <i>(If applicable)</i>	(d) Sale Period(s)		(e) Authorized Number of Owned ADSs to be Sold	(f) Limit Price ("Market" if a Market Order)
			Start Date	End Date		
CLN	Merger of trivago GmbH with trivago NV	September 7, 2017	**	**	**	**
CLN	Merger of trivago GmbH with trivago NV	September 7, 2017	**	**	**	**
CLN	Merger of trivago GmbH with trivago NV	September 7, 2017	**	**	**	**
CLN	Merger of trivago GmbH with trivago NV	September 7, 2017	**	**	**	**
CLN	Merger of trivago GmbH with trivago NV	September 7, 2017	**	**	**	**

Note: Insert additional rows as necessary

"No Sale" Periods (if any)	
Start Date	End Date

The maximum number of ADSs to be sold under this Trade Schedule B is 2,000,000.

Instructions for Trade Schedule B:

- ADSs should be listed in chronological order of proposed sales.
- In column (a), indicate the type of stock to be sold.
- In column (b), for Restricted Stock Awards/units or ESPP Shares, please state the Grant ID, if applicable.
- In column (c), state the date the shares underlying the ADSs to be sold were acquired or vested. If the such shares were acquired/vested in more than one lot, state the acquisition/vest date for each lot. If performance based Restricted Stock Awards or Units and vest date is unknown at this time, indicate "TBD" in the grid above.

- In column (d), state the first and last date on which the ADSs are authorized to be sold during the designated Sale Period (ADS sales may occur on or between these dates). If, during any Sale Period the stated price is not reached for some or all of these ADSs, they will not be carried over into any subsequent Sale Period, unless explicitly indicated.
- In column (e), state the maximum number of ADSs authorized to be sold at the price during the designated Sale Period. Do not aggregate with amounts authorized to be sold at a lower price during the same designated Sale Period.
- In column (f), write either: (i) a dollar price, which is the minimum price (the "Limit" Price) at which ADSs are authorized to be sold, or (ii) the word "market" if ADSs are to be sold at the then-prevailing market price per ADS during the Sale Period. All market orders will be treated as "market not held" orders. All limit orders will be treated as "limit not held" orders.
- In the grid labeled "No Sale" Periods, list the period(s), if any, during which no sales may be made pursuant to this Trade Schedule B, stated Sale Periods, notwithstanding. These periods are independent of any suspension that may occur pursuant to this Plan.

This Trade Schedule B is an integral part of this Plan entered into by the Seller with MSSB and is subject to the terms and conditions set forth therein.

PART III
Sales Plan Disclosures and Representations

Instructions: The Seller must review and understand these disclosures and representations. The Seller is required to sign the last page of this Part III.

A. General Representations.

I understand that this Plan is intended to conform with certain provisions of SEC Rule 10b5-1 of the U.S. Securities and Exchange Commission (the “**Rules**”). In summary, under the Rules, a person executing pre-planned transactions pursuant to a Rule 10b5-1 plan established in good faith at a time when that person was unaware of material nonpublic information has an affirmative defense against allegations of insider trading.

1. I hereby represent to MSSB that, as of the date of my signature below:
 - a. I am not in possession, and am not aware, of any material nonpublic information about the securities which are the subject of this Plan or the Issuer of such securities;
 - b. I am entering into this Plan in good faith and not as part of a plan or scheme to evade any law, including, without limitation, the U.S. federal securities laws or any law governing insider trading;
 - c. I understand that the protections of the Rules may not apply if I alter this Plan or deviate from the instructions in any way, other than in accordance with the modification provisions of this Plan and applicable law;
 - d. I own the securities which are the subject of this Plan free and clear and I acknowledge and confirm that:
 - (i) Neither I, nor the securities subject to this Plan are subject to any pledges, liens, security interests or other impediments to transfer (except for those which I have entered into with MSSB or limitations imposed by Rule 144, if applicable), nor is there any contractual restriction or litigation, arbitration or other proceeding pending, or to my knowledge threatened, that would prevent or interfere with the exercise of options (“**Options**”) to purchase American Depositary Shares, each representing a Class A share (“**ADS**”) of the Issuer or sale of ADS under this Plan; and
 - (ii) The execution and delivery of this Plan by me and the transactions contemplated by this Plan will not contravene applicable law or any agreement or other instrument binding on me or any of my affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over me or my affiliates.
 - e. While this Plan is in effect, I will not enter into any corresponding or hedging transaction or position with respect to the securities which are the subject of this Plan (including, without limitation, with respect to any securities convertible or exchangeable into common stock of the Issuer) and, unless this Plan is modified or terminated in accordance with the terms hereof, I agree not to alter or deviate from the terms of this Plan;
 - f. While this Plan is in effect I will not enter any other transactions, or other trading plans, with respect to the ADS, including any other plan intended to conform with the Rules;
 - g. I agree not to, directly or indirectly, communicate any information relating to the ADS or the Issuer to any employee of MSSB or its affiliates who are involved, directly or indirectly, in executing this Plan at any time while this Plan is in effect or attempt to exercise any influence over how, when or whether to effect any sales of ADS pursuant to this Plan;
 - h. I represent that this Plan conforms with the trading policies of the Issuer, and I acknowledge and confirm that I have provided MSSB with an Issuer Representation letter dated as of the date of this Plan signed by an authorized representative of the Issuer substantially in the form of Part IV - Exhibit A to this Plan;

- i. I agree to notify MSSB in writing to the individuals set forth in Part I – Account and Plan Information as soon as practicable if I become aware of:
- (i) any restriction that would prohibit any sale pursuant to this Plan (other than any such restriction relating to my possession or alleged possession of material nonpublic information about the Issuer or its securities). Such notice will indicate the anticipated duration of the restriction, but will not include any other information about the nature of the restriction or its applicability to me and will not in any way communicate any material nonpublic information about the Issuer or its securities to MSSB;
 - (ii) any change in the Issuer's insider trading policies;
 - (iii) any change in the Issuer's policies with regard to the timing or method of exercising options covered by this Plan;
 - (iv) any change that would cause the sales hereunder not to meet all applicable requirements of Rule 144, if applicable; and
 - (v) any stock split, stock dividend or other like distributions affecting the ADS ("**Recapitalization**").
- i. I acknowledge that MSSB is not acting as my fiduciary but is acting in a brokerage capacity in connection with the adoption and implementation of this Plan;
- j. I represent that I was not solicited by either MSSB or its employees or financial advisors to enter into this Plan. I contacted MSSB and am entering into this plan of my own volition. Further, neither MSSB nor its employees or financial advisors have solicited or recommended a transaction or investment strategy involving a security or securities in connection with the Plan or the transactions contemplated by the Plan. I acknowledge that MSSB has not provided and will not provide me with any investment guidance, recommendations, advice or research, or any tax, accounting or legal advice with respect to this Plan;
- k. I agree that until this Plan has been terminated in accordance with its terms, I will not, without providing prior written notice to MSSB:
- (i) enter into a binding contract with respect to the purchase or sale of any securities of the Issuer with another broker, dealer or financial institution (each, a "**Financial Institution**");
 - (ii) instruct another Financial Institution to purchase or sell any securities of the Issuer; or
 - (iii) adopt a plan for trading with respect to any securities of the Issuer other than this Plan.
- k. If I am a director or executive officer of the Issuer, then I am not subject to any current pension fund blackout period applicable to such Issuer, and I have not received written notice of the imposition of, nor am I aware of, the actual or approximate beginning or ending dates of any such blackout period and I further acknowledge and agree that I may not modify or otherwise alter this Plan in such circumstances;
- l. I represent that I am not entering into this Plan on behalf of, or with the assets of, an individual retirement account or individual retirement annuity, or any employee retirement or employee benefit plan (such as, for example, a Keogh or "HR-10" plan). [Explanatory Note: A plan involving the sale of stock acquired through the exercise of employee stock options would not be "on behalf of, or with the assets of" any of the types of plans referred to in this paragraph.]
- m. I represent that my account is not an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or a "plan" as defined under Section 4975(e) of the Internal Revenue Code of 1986, as amended, or an entity whose underlying assets include the assets of any such plan by reason of such a plan's investment in such entity.

B. Sales of Restricted Stock or Control Stock Pursuant to SEC Rule 144

1. I understand that this Plan is applicable only as to securities that are freely-tradable and that are not subject to any restrictions against purchase or sale. If I am considered an "Affiliate" within the meaning of Rule 144, then I

understand that the provisions of that rule may limit the number of ADSs I can sell at any given time. In the event there is a conflict between the quantity of securities that I have directed to be sold and any lesser amount of ADSs that are permitted to be sold pursuant to Rule 144 or other securities laws or rules, I hereby direct that the maximum limits established by such other laws or rules shall govern. In no event will MSSB effect any sale if such sale would exceed the then-applicable limitation under Rule 144 assuming MSSB's sales under this Plan are the only sales subject to that limitation.

2. I agree not to take nor to cause any person or entity with which I would be required to aggregate sales of stock pursuant to Rule 144 to take, any action that would cause the sales hereunder not to meet all applicable requirements of Rule 144, including volume limitations.
3. I instruct MSSB to conduct all sales pursuant to this Plan in accordance with the manner of sale under Rule 144(f) and current public information requirements of Rule 144(c).
4. I agree to timely provide completed and signed Rule 144 paperwork to MSSB (including, without limitation, a Seller Representation letter dated as of the date of this Plan substantially in the form of Part IV - Exhibit B to this Plan prior to the Adoption Date). I acknowledge that MSSB requires this paperwork to facilitate Rule 144 trades for my account. Consistent with Rule 144 filing requirements, MSSB hereby agrees to submit my completed Form 144 – Notice of Proposed Sale to the Securities and Exchange Commission. In order for MSSB to complete this paperwork, I authorize MSSB to maintain my pre-signed Forms 144 in safekeeping and to complete these forms as necessary before submitting them to the SEC. I further agree to release, hold harmless and discharge MSSB and their affiliates, agents, officers, successors and insurers from any and all claims, demands, losses, liabilities, damages and other expenses which may be sustained at any time relating to its facilitating transactions and completing necessary paperwork on my behalf under Rule 144.

C. Implementation, Modification, Suspension and Termination.

1. Implementation of Plan.

- a. MSSB will sell the ADS subject to this Plan in accordance with the terms of this Plan for my account in accordance with the principles of best execution provided that MSSB may execute orders on a "not held" basis. MSSB considers several factors, including price, the available liquidity pool, execution speed, transaction costs, service and opportunities for price improvement in determining where to route customer orders for execution. A "not held" or "working order" permits MSSB to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order. However, MSSB will not sell any ADS subject to this Plan at a price less than the Limit Price, if applicable.
- b. MSSB may sell the ADS subject to this Plan on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. I agree that if MSSB or its affiliates is a market maker or dealer in such ADS at the time that any sale is to be made under this Plan, MSSB or its affiliates may, at its sole discretion, purchase such ADS in its capacity as market maker or dealer.
- c. I agree to deliver the ADS subject to this Plan to the extent I currently own such ADS into an account at MSSB in my name and for my benefit prior to the Selling Start Date. I understand that this Plan shall not be effective until I establish a valid account at MSSB to hold the ADS.

2. Modification of Plan.

- a. I may not modify this Plan unless:
 - (i) such modification is accepted in writing by MSSB;
 - (ii) I provide MSSB with:
 - (a) an Issuer Representation Letter substantially in the form of Part IV - Exhibit A to this Plan;
 - (b) a Seller Representation Letter substantially in the form of Part IV - Exhibit B to this Plan;
 - (c) a modification letter and new trade schedule(s) in which I represent that, among other things, on the date of such modification that I am not aware of any material, non-public

information regarding the Issuer or any of its securities (including the ADS), that the modification is being made in good faith and not as part of a scheme to evade the Rules, and that my representations and warranties contained in this Plan are true at and as of the date of such letter as if made at and as of such date; and

(iii) such modification occurs only outside of any "blackout periods" set forth in the Issuer's securities trading policy, as in effect from time to time.

b. I further understand that the Issuer requires a 30 day period from the adoption of such modification to the date when trading may resume following such modification. The Issuer may impose additional requirements as a condition of allowing me to modify this Plan, including, but not limited to, an additional period of time which must elapse before trading may resume following such modification. I agree to comply with any such additional requirements imposed by Issuer and to advise MSSB of such requirements. I further agree that any such modification of this Plan shall be undertaken at my own risk without liability or consequence to MSSB.

3. Suspension of Plan.

a. I understand that trading under this Plan may be suspended if MSSB has received written notice from the Issuer or from me of a legal, regulatory or contractual restriction applicable to the Issuer or to me. Upon receipt of such written notice, I expressly authorize MSSB to suspend trading as soon as practicable and trading shall not resume until MSSB has received written notice of the lifting of such suspension or the resolution of the underlying restriction. If the events giving rise to a suspension of trading cannot be resolved (as determined by MSSB in its sole discretion), I understand and acknowledge that MSSB reserves the right, in its sole discretion, to terminate this Plan in accordance with the provisions contained herein. In the event of a suspension, if this Plan is not terminated prior thereto, MSSB will resume effecting trades in accordance with this Plan as soon as MSSB determines that it is reasonably practical to do so.

b. Upon the resumption of trading following a suspension, any trades having a Sales Period End Date scheduled to have occurred during such suspension period shall be deemed to have expired as of that scheduled Sales Period End Date as defined in Trade Schedule A or B, as applicable. Any trades having a Sales Period Start Date scheduled to have occurred during the period of suspension shall be placed as soon as practicable for the balance of time remaining until the Sales Period End Date applicable to such trade. All other trades shall be placed as originally indicated in this Plan.

4. Termination of Plan.

- a. I understand that this Plan will terminate at market close on the Plan End Date or, if earlier, upon the completed sale of the maximum ADS subject to this Plan. In addition, this Plan shall terminate, regardless of whether the maximum ADS have been sold, upon any of the following events:
- (i) MSSB receives written notice of my death;
 - (ii) MSSB receives written notice of the commencement or impending commencement of any proceedings in respect of or triggered by my bankruptcy or insolvency;
 - (iii) MSSB receives written notice of a valid instruction to transfer all or substantially all of the assets within my securities account at MSSB to another broker-dealer;
 - (iv) MSSB receives two days' written notice from me terminating this Plan (which generally must be done outside of a black-out period and may be given for any reason) and concurrently or subsequently but prior to giving effect to any termination acknowledged by the Issuer. The Seller agrees to release and hold harmless MSSB from any and all liability arising from any delay in MSSB receiving such timely approval from the Issuer;
 - (v) I receive written notice from MSSB terminating this Plan (which may be given for any reason);
 - (vi) If I fail to comply in any material respect with any applicable law and/or any obligation under this Plan; and
 - (vii) Upon my or the Issuer's demonstrating to MSSB that any of the following contingencies have occurred:
 - (a) A public announcement has been made of a tender offer involving the Issuer's securities;
 - (b) A definitive agreement has been announced relating to a merger, reorganization, consolidation or similar transaction in which the securities covered by this Plan would be subject to a lock-up provision;
 - (c) A sale has been made of all or substantially all of the assets of the Issuer on a consolidated basis to an unrelated person or entity, or if a transaction affecting the Issuer occurs in which the owners of the Issuer's outstanding voting power prior to the transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of the transaction;
 - (d) A dissolution or liquidation of the Issuer takes place or there is a commencement or impending commencement of any proceedings in respect of or triggered by the Issuer's bankruptcy or insolvency;
 - (e) That this Plan or its attendant transactions may violate existing, new or revised federal or state laws or regulations, or may cause a breach of a contract or agreement to which the Issuer is a party or by which the Issuer is bound; or
 - (f) MSSB receives written notice from the Issuer that the Issuer has determined that a second trading plan exists in violation of the Issuer's Securities trading policy.
- b. In no event shall MSSB be deemed to have breached or failed to comply with this Plan if MSSB does not receive written notice from me or the Issuer of the above contingencies prior to the placement of a scheduled order under this Plan.

- c. I may not terminate the Plan unless such termination occurs outside of any “blackout periods” set forth in the Issuer’s securities trading policy, as in effect from time to time (unless this Plan terminates upon the termination of my employment with the Issuer).

D. Indemnification; Limitation of Liability.

I understand that the purpose of this Plan is to provide me with an affirmative defense against charges of insider trading and that MSSB can make no representation or guarantee that any transaction entered according to this Plan will not subsequently be found to violate federal or state laws or rules against trading by insiders or trading on the basis of material nonpublic information or other laws or rules governing securities transactions. Therefore, in consideration of MSSB’s acceptance of these instructions, I hereby agree to indemnify and hold harmless MSSB and its directors, officers, employees and affiliates (including, without limitation, Morgan Stanley & Co. LLC) from any claim, loss, damage, liability or expense (including, without limitation, any legal fees and expenses reasonably incurred) arising out of or attributable to this Plan (including, without limitation, any representations or warranties I have given or will give under or in connection with this Plan) or any transaction or transactions executed pursuant to this Plan or from any deviation I might make from this Plan (however, that this indemnity shall not apply in the event of fraud, gross negligence or intentional misconduct by MSSB related to this Plan or its execution.). This indemnification will survive termination of this Plan.

Notwithstanding any other provision hereof, MSSB shall not be liable to me for (i) any special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond MSSB’s reasonable control, including but not limited to, failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, outbreak or escalation of hostilities or other crisis or calamity, severe weather, market disruptions, material disruptions in securities settlement, payment or clearance services or other causes commonly known as “acts of God”.

E. Notice.

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or electronic mail and made to the applicable persons indicated in Part I – Account and Plan Information. The parties acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution.

F. Miscellaneous.

1. Additional Documents. I agree to complete, execute and deliver to MSSB any additional forms or other paperwork pursuant to this Plan at such times and in such form as MSSB may reasonably request.
2. My Obligation to Consult Legal Advisors. I agree that I will not enter into, modify, suspend or terminate this Plan except upon consultation with my own legal advisors.
3. Inconsistent Provisions. If any provision of this Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded to the extent required in order to comply with the relevant law, rule or regulation. All other provisions of this Plan will continue and remain in full force and effect.
4. Market Disruptions and Other Unusual Situations. I understand that MSSB may not be able to effectuate a sale due to a market disruption or a legal, regulatory or contractual restriction to which it, its affiliates, me or my affiliates may be subject (as determined by MSSB in its sole discretion). If any transaction cannot be executed due to a market disruption, a legal, regulatory, or contractual restriction applicable to MSSB, or any other event, MSSB agrees to effectuate such sale as promptly as practical after the cessation or termination of such market disruption, applicable restriction or other event; provided that such date does not exceed the Sales Period End Date for that order or the Plan End Date, or falls within a No Sales Period as defined in Trade Schedule A and/or B of this Plan.
5. Non-Market Days and Trading Restrictions. If I have given instructions that require an order to be entered on a particular date, and the date that I have selected for a transaction falls on a day when the applicable primary market for the security is closed, then I direct that the transaction occur on the next regular business day on which such market is open following the original date indicated; provided that such date does not exceed the Sales Period End Date for that order or the Plan End Date or falls within a No Sales Period as defined in Trade Schedule A and/or B of this Plan.

6. State Insider Trading Laws. I understand that some states may have their own laws that relate to insider trading. I understand that MSSB makes no representation to me with respect to whether this Plan conforms to the laws of any particular state, and that I will seek the advice of my own counsel with respect to matters of state law.
7. Prices. All references in this Plan to per share prices will be before deducting any commission equivalent, mark-up or differential and other expenses of sale.
8. Other Shares. I may instruct MSSB to sell securities of the Issuer other than pursuant to this Plan. The parties hereto agree that any such sale transaction will not be deemed to modify this Plan unless in connection with such transaction this Plan is modified pursuant to the process set forth in subsection D.2 above.
9. Adjustments to Share and Dollar Amounts. The exercise and sale prices, and number of Options to be exercised and ADS to be sold, will be adjusted following such time as I or the Issuer notifies MSSB promptly of a Recapitalization, which shall be made by providing a new schedule reflecting the adjustment in ADS and prices after the Recapitalization.
10. Effect of Instructions on Other Agreements with MSSB. Subject to "Entire Agreement; Subsequent Plans" subsection below, nothing in this Plan changes any other terms or agreements that are already applicable to my account or accounts, or that otherwise exist between MSSB and me.
11. Entire Agreement; Subsequent Plans. This Plan constitutes the entire agreement between the parties with respect to this Plan and supersedes any prior agreements or understandings with respect to this Plan. I understand that if I enter into a subsequent 10b5-1 trading plan, that plan will not amend, suspend or terminate this Plan unless explicitly agreed to by MSSB in writing. Further, if I enter into a subsequent 10b5-1 trading plan, sales of ADS under such trading plan may not commence until at least 30 calendar days have elapsed since the termination of this plan.
12. Assignment. My rights and obligations under this Plan may not be assigned or delegated without the written permission of MSSB. MSSB may assign or delegate any or all of its rights or obligations under this Plan to a company affiliated with, or a successor to, MSSB or to any assignee to which MSSB determines to assign all or part of its business relating to sales plans of this kind. Any such assignment will not affect the status, or be deemed to be an amendment, of this Plan, the purpose of which is to provide me with an affirmative defense against charges of insider trading.
13. Choice of Law Regarding Interpretation of Instructions. This Plan shall be construed in accordance with the internal laws of the State of New York.
14. Enforceability in the Event of Bankruptcy. The parties acknowledge and agree that this Plan is a "securities contract" as defined in Section 741(7) of Title 11 of the United States Code ("Bankruptcy Code") and shall be entitled to all of the protections afforded to such contracts under the Bankruptcy Code.
15. Headings. Headings used in this Plan are provided for convenience only and shall not be used to construe meaning or intent.
16. Counterparts. This Plan may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were placed upon the same instrument.

By signing this Plan, I agree that I have read and understood all of the disclosures and representations outlined in this Plan and applicable Trade Schedules.

Seller

Morgan Stanley Smith Barney LLC

By: /s/ Peter Vinnemeier

By: /s/ Rick Baker

Name: Peter Vinnemeier

Name: Rick Baker

Title: Consultant

Title: Executive Director

Adoption Date: November 15, 2018

Date: November 15, 2018

PART IV

Exhibit A

Instructions: To be reviewed and executed by an authorized representative of the Issuer.

Issuer Representation Letter

Reference is made to that certain Sales Plan dated _____ (the "Plan") between Peter Vinnemeier ("Seller") and Morgan Stanley Smith Barney LLC ("MSSB") relating to the sale of American Depositary Shares, each representing a Class A share (the "ADS") of trivago N.V. (the "Issuer").

As an authorized representative of the Issuer, I hereby represent and covenant on the Issuer's behalf that:

1. The Seller's affiliate status at the Issuer is a (check the applicable boxes):

144 Affiliate of the Issuer

Section 16 insider

Subject to the Issuer's insider trading windows

Not Applicable

2. The sales to be made by MSSB for the account of Seller pursuant to the Plan will not violate the Issuer's insider trading policies and, to the best of the Issuer's knowledge, there are no legal, contractual or regulatory restrictions applicable to Seller or Seller's affiliates as of the date of this representation that would prohibit Seller from entering into the Plan or prohibit any sale pursuant to the Plan.

3. If, at any time between the Adoption Date and the Plan End Date (each as defined in the Plan), (i) the Issuer becomes aware of a legal, contractual or regulatory restriction that is applicable to Seller or Seller's affiliates or a stock offering requiring an affiliate lock-up, which would prohibit any sale pursuant to the Plan (other than any such restriction relating to Seller's possession or alleged possession of material nonpublic information about the Issuer or its securities), (ii) there is a change in the Issuer's insider trading policies, so that the sales to be made by MSSB for the account of the Seller pursuant to the Plan would violate these policies or (iii) where the Plan covers ADS that Seller has the right to acquire under outstanding stock options, there is a change in the Issuer's policies with regard to the timing or method of exercising such options which could interfere with the manner or timing of the sales to be made pursuant to this Plan, the Issuer agrees to give MSSB's PDP Trading Desk notice of such restriction in writing as soon as practicable to the individuals identified in Part I – Account and Plan Information of the Plan. Such notice shall be made to and shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Seller or otherwise communicate any material nonpublic information about the Issuer or its securities to MSSB.

4. If the Plan covers ADS that Seller has the right to acquire under outstanding stock options, the Issuer acknowledges that Seller has authorized MSSB to serve as Seller's agent and attorney-in-fact to exercise such stock options to purchase the ADS from time to time pursuant to the Plan. The Issuer agrees to accept, acknowledge and effect the exercise of such options by MSSB and the delivery of the underlying ADS to MSSB (free of any legend or statement restricting its transferability to a buyer) upon receipt of a completed Trade Schedule A – Notice and Authorization of Exercise of Stock Options of Sale included in Part II of the Plan.

5. To the best of the Issuer's knowledge, the Seller was not solicited by either MSSB or its employees or financial advisors to enter into the Plan and neither MSSB nor its employees or financial advisors have solicited or recommended a transaction or investment strategy involving a security or securities in connection with the Plan or the transactions contemplated by the Plan.

Dated: _____, 2018

By: _____

Name:

Title: MD

Exhibit B

Instructions: May not be applicable for some plans. To be reviewed and executed only by those sellers required to sell shares pursuant to Rule 144.

Seller Representation Letter

Morgan Stanley Smith Barney LLC
1 New York Plaza, 38th Floor
New York, NY 10004
Attention: 10b5-1 Preset Diversification Program Department

Re: Sale of 2,000,000 American Depository Shares (the "**ADS**") of trivago N.V. (the "**Issuer**") Pursuant to Rule 144

Dear Sirs/Madams:

The undersigned, Peter Vinnemeier, proposes to sell the above-referenced ADS of the Issuer through Morgan Stanley Smith Barney LLC ("**MSSB**") in accordance with the requirements of Rule 144 under the Securities Act of 1933, as amended (the "**Act**"). The undersigned is an "affiliate" of the Issuer as that term is defined in Rule 144(a)(1). Accordingly, the undersigned delivers to you herewith a signed copy of a Notice of Proposed Sale of Securities Pursuant to Rule 144 (Form 144) relating to such sale, and confirms to you that the statements made therein are true and complete and represents to and agrees with you that:

1. The undersigned does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in Rule 144(c)(1);
2. The Issuer is not, and has not been, a shell issuer as that term is defined in Rule 144(i)(1);
3. With respect to any shares underlying the ADSs that are restricted securities, as that term is defined in Rule 144(a)(3), a minimum of 6 months has elapsed since the date of acquisition of the Stock from the Issuer or an affiliate of the Issuer, and payment of the full purchase price, by the undersigned;
4. At the time of any sale of the ADS for the account of the undersigned, the number of ADS of the Issuer sold by the undersigned or for the undersigned's account and by or for the account of any person whose sales are required by paragraph (a)(2) and paragraph (e)(3) of Rule 144 to be aggregated with sales by or for the undersigned (other than shares sold pursuant to a registration statement under the Act, an exemption provided by Regulation A under the Act, or an exemption contained in Section 4 of the Act) will not exceed the amounts permitted by Rule 144(e);
5. The undersigned has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy the ADS in anticipation of or in connection with such proposed sale, and such sale shall be made in accordance with Rule 144(f);
1. The undersigned has not made, and will not make, any payment in connection with the offering or sale of the ADS to any person other than the usual and customary compensation to MSSB;
2. No share of the ADS is subject to any agreement granting any pledge, lien, mortgage, hypothecation, security interest, charge, option or encumbrance, other than those which may have been entered into between the undersigned and MSSB;
3. The undersigned authorizes MSSB to complete the Form 144 ("**Form 144**") and this Seller's Representation Letter (this "**Letter**"), including, but not limited to, completing the number of ADS to be sold and any dates, as may be necessary to reflect my instructions, which may be written or oral, and the facts of the transaction as effected, and to use Form 144 and this Letter as appropriate to comply with Rule 144 and to effect settlement of any sale made in conjunction herewith; and
4. The undersigned agrees to notify MSSB promptly if there are any changes to the facts or representations set forth in this Letter or in the accompanying Form 144 (if applicable) and hereby authorizes MSSB, if MSSB deems it necessary, to contact the Issuer, its counsel, its transfer agent, and their agents and representatives concerning this transaction. MSSB and its agents and representatives, the Issuer, its transfer agent and their agents and representatives may rely on the accuracy of the information contained in this Letter.

Sincerely yours,

Peter Vinnemeier Date: _____

