

These Terms and Conditions (“**Terms**”) are between Criteo SA, a company organized under the laws of France registered at the company registry of Paris under the number 484 786 249, with a share capital of 1,179,646.70€, whose principal place of business is at 32 Rue Blanche, 75009 Paris, France (“**Criteo**”) and the Client and apply to the provision of the email marketing Service. Criteo SA enters these Terms on behalf of itself and other Criteo Affiliates, some of whom may provide certain services and invoicing as further detailed in these Terms.

1 – Definitions and Interpretation

1.1 In these Terms the following words and expressions shall have the following meanings:

Affiliate	means any entity that directly or indirectly controls, is controlled by or is under common control with a party.
Aggregated Client Data	means data collected by Criteo for the purpose of sending Email Ads that can no longer be linked to the Client i.e. Client Data that does not identify or permit identification of a client (for example, an Identifier).
Agreement	means these Terms, associated Insertion Orders placed by the Client and accepted by Criteo in accordance with clause 2 (Appointment) below and the Country Schedule attached to the Insertion Order.
Clear Data Set	means, where available (and unless otherwise agreed in writing by Criteo) the following information in relation to a relevant User: (i) title; (ii) first name; (iii) last name; (iv) email address; and (v) any other data which the parties from time to time agree, and in any event shall always include the email address of the relevant individual User.
Client	has the meaning set out in the relevant Insertion Order.
Client Content	means images, graphics, logos, trade marks, text, data, links or other creative elements supplied by or on behalf of the Client to Criteo (by data feed or otherwise) for inclusion in Email Ads.
Client Data	means browsing data relating to Users that Criteo collects through Criteo Cookies on the Client Properties and/or via email communications sent by the Client to Users (such as the number of pages viewed or the products the user viewed on the Client Properties).
Client Properties	means the website at any domain name controlled by the Client and/or the software applications/other hosted digital platforms or assets controlled by the Client, as specified in the Insertion Order.
Criteo Data	means data or information (other than the Client Data): (i) related to the delivery of Email Ads (such as the number of emails sent to Users); (ii) collected for the performance of the Service; or (iii) collected by Criteo and its Affiliates using any Criteo Technology. Criteo Data shall also include the Aggregated Client Data (including the Identifiers).
Criteo Sourced Data	means aggregated data provided by third parties independently of the provision of the Service to the Client and may include publisher data.
Cookies	means a small text file or information stored on a user browser or device that may store an identifier (EMID), and which Criteo may use to single out Users.
Criteo Display Technology	means Criteo’s proprietary technology, which aims to serve targeted advertising online to individuals based on their online browsing history or behavior.
Criteo Email Technology	means Criteo’s proprietary technology, which aims to send targeted direct marketing or advertising emails to Users based on their online browsing history or behavior.



Criteo Technology	means Criteo Email Technology and/or Criteo Display Technology (as the context may require).
Registered users Service	means use of the Criteo Email Technology to send Email Ads to email addresses provided by or on behalf of the Client.
Data Protection Laws	means all applicable laws and regulations relating to the processing of personal data and privacy and the sending of direct email marketing or advertising in the relevant jurisdiction, which shall include, for example, in respect of the EU: the Data Protection Directive (Directive 95/46/EC) and the E-Privacy Directive (Directive 2002/58) and all applicable national legislation implementing such Directives; and in respect of the United States of America: the CAN-SPAM Act 2003, and in each case the equivalent of any of the foregoing in any relevant jurisdiction together with and any statutory modification, revision or re-enactment of the foregoing from time to time.
Effective Date	means the 'Effective Date' specified in the Insertion Order or if no date is specified, the date on which the Insertion Order is accepted in accordance with clause 2 (Appointment) below.
Email Ad	means direct email marketing or advertising containing the Client Content sent to Users using the Criteo Email Technology (on behalf of and/or in the Client's name) with the aim of promoting the Client's products and/or services.
Flat File	means a file that may contain information such as but not limited to email addresses, first name, last name provided by the Client
Identifier	means an email address of a User which has been encrypted using MD5 encryption script, or such other method of identifying a User which can be referenced back to a unique email address, or such other method of encrypting an email address, as Criteo may use or specify in writing that the Client (or a Publisher) use. Identifiers are Aggregated Client Data.
Insertion Order	means a Client order in Criteo's standard format which sets out the type of service chosen, the duration of the Service, the price payable by the Client for the Service and any other specific requirements for the Service.
New Users Service	means use of the Criteo Email Technology to send Email Ads to email addresses provided by a Publisher.
Publisher	means a third party 'publisher' or email list/database supplier of: (i) Identifiers in respect of which the Users have opted-in to receive Email Ads; and/or (ii) Cookie setting services to identify an individual User. The identity of a Publisher may be unknown to the Client.
Service	means the service chosen by the Client in the Insertion Order (being a Registered Users Service, a New Users Service or both).
Tag	means cookie-setting and data collection software, tags, pixels, cookies, web beacons, clear GIFs or similar technologies that monitor or record events related to Users' activity on the internet.
Territory	means the legal jurisdiction in which the recipients of Email Ads are located, as specified by the Client on an Insertion Order.
User	means an individual who, as the context requires, is a user of a Client Property, whose Identifier has been supplied by a Publisher and/or by the Client and/or has been identified by Criteo using the Criteo Email Technology and may receive Email Ads.
User Data	means data or other information concerning Users, which may include, for example: title, first name, surname, email address, IP address, online browsing habits, technology and software used for browsing/email, geographical location, gender, purchase history, membership status or similar loyalty or reward level and how users have interacted with any Email Ads (including opening an email or clicking on any links within an email).



Year means a period of twelve (12) consecutive months commencing on the Effective Date and each subsequent twelve (12) month consecutive period thereafter.

1.2 Words denoting the singular include the plural and vice versa. Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2 – Appointment: The Client appoints Criteo to provide the Service in accordance with these Terms. The Client may submit orders for the Service by submitting an Insertion Order. If Criteo accepts the order, it shall confirm to the Client in writing and will then provide the Service in accordance with the Agreement.

3 – Description of the Service:

3.1 Setting up the Service

3.1.1 The Client will comply with such technical requirements and specifications of the Service as Criteo may specify in writing (together with any other requirements and specifications Criteo may specify in writing from time to time, for example in respect of providing and improving other Criteo products and services which the Client may be interested in receiving), which may include the following: (i) including and maintaining Tags supplied by Criteo on the Client Properties and within emails sent by the Client to its database of email subscribers which permits Criteo to place Cookies on the User browser or device; (ii) supplying Criteo with (or with sufficient access to) detailed and up-to-date information in respect of the Client's products and/or services to be included in Email Ads (i.e. the 'catalogue files'); and (iii) supplying Criteo with the Client's logos and other Client Content to be displayed in Email Ads.

3.1.2 For the sole purpose of the present Agreement and to ensure a high deliverability of Email Ads to Users, the Client hereby authorizes Criteo to register a domain name in the name of and on behalf of the Client. This domain name will notably be used for the creation of a delivery address, the optimization of redirection links tracking, the hosting of the Client Content and/or any other action Criteo deems relevant to the performance of the Service. In this respect, the Client grants to Criteo a limited and non-exclusive right to use its trademark or corporate name which will be included in the domain name (e.g. client-nl.com). This right shall be granted for the entire world and limited to the duration of the Agreement. Should the Client oppose the registration and use of such specific domain name, Criteo will use a generic domain name for the purpose of the Service (e.g. retargeting-nl.com). Under these circumstances, the Client acknowledges that the performance of the Service may naturally be reduced. At the termination of the Agreement for whatever reason, the registration of the domain name will not be renewed by Criteo. Should the Client want the domain name to be renewed or transferred, the Client shall notify Criteo in writing with thirty (30) days prior notice. In this case Criteo will bear the costs associated with the renewal or transfer. The Client expressly acknowledges that (i) the domain name used for the Service shall redirect to a Criteo Email web page explaining to the Users how the technology works and how to opt-out from Criteo Email services; and (ii) when a reply is sent to this domain name, a standard email explaining Criteo Email technology and services will be sent automatically in response.

3.2 Registered Users Service

3.2.1 In respect of Registered Users Service, the Client shall, at its own cost, take such steps as Criteo may specify in writing to enable Criteo to collect Identifiers in respect of Users for whom the Client has an email address so that Criteo can send Email Ads on behalf of and in the name of the Client to such Users. Criteo shall create a database of such Identifiers (and may store the same in a Cookie) and query the corresponding Client database of Users who have consented (in accordance with Data Protection Laws) to receive Email Ads. On receipt of confirmation from the Client that such Users have so consented, Criteo shall create Email Ads using the Client Data and Client Content and the Client shall provide Criteo with the Clear Data Set in relation to such Users. Criteo shall then use its reasonable endeavors to send Email Ads to those Users. Once Criteo has sent an Email Ad to a User, Criteo shall delete the corresponding Clear Data Set in respect of that User.

3.2.2 The Client shall have the option of supplying additional User Data to Criteo for use in sending Email Ads, which Criteo may use in its sole discretion, subject to clause 7.1.1(iii) (Warranties).

3.2.3 The Client authorizes Criteo to collect and to receive information related to their reputation in the emailing ecosystem (e.g. complaint data, databases managed, hosted and/or used by the Client, etc.) from third parties such as Signal Spam and other anti-abuse organizations. Criteo reserves the right to terminate this agreement based upon the information obtained from such anti-abuse entities.

3.3 New Users Service

3.3.1 In respect of the New Users Service, the Publisher will provide Criteo with the Identifiers of the Users to whom Criteo will send the Email Ads on behalf of and/or in the name of the Client. Criteo shall create a database of such Identifiers



(and may store the same in a Cookie) and query the corresponding Publisher database of Users who have consented (in accordance with the Data Protection Laws) to receive Email Ads. On receipt of confirmation from the Publisher that such Users have so consented, Criteo shall create Email Ads using the Client Data and Client Content and Criteo shall obtain from the Publisher the Clear Data Set in relation to such Users. Criteo shall then use its reasonable endeavors to send Email Ads to those Users. Once Criteo has sent an Email Ad to a User, Criteo shall delete the corresponding Clear Data Set in respect of that User.

3.4 Operation of the Service

3.4.1 The Client acknowledges and accepts that Criteo has absolute discretion as to how often Email Ads are sent and how priority is governed between Criteo clients and Identifiers. Criteo reserves the right to modify the Criteo Technology and/or cease sending Email Ads on behalf of the Client without notice or compensation.

3.4.2 The Client shall be solely responsible for complying with the requirements of this clause 3 and shall do so in a timely manner. Criteo does not warrant that the Service will be performed by any dates stated in the Insertion Order (if any). When setting up a campaign the Client shall specify on the Insertion Order the intended Territory, which shall determine the Criteo Affiliate that delivers the Service in accordance with the Country Schedule (as attached to the Insertion Order). Email Ad campaigns operated in more than one Territory may be delivered by multiple Criteo Affiliates. Furthermore, the Client shall comply at all times with Criteo's policies that include its privacy policy and advertising guidelines (<http://www.criteo.com/terms-and-conditions/>). The Client acknowledges that these policies may be updated from time to time to reflect Criteo's practices and new products/services. In the event of any material change to these policies, Criteo shall communicate these changes in advance. If the Client fails to comply with any such policy or guideline Criteo may suspend or terminate the Service.

4 – Measurements and Performance Report:

Criteo measures, through the Criteo Email Technology and servers, the number of Email Ads successfully sent and the interaction Users make with them and/or other metrics necessary for calculating the charges under the Agreement. The Client accepts that Criteo's measurements are final and shall prevail over any other measurements. Criteo grants the Client access to an online interface to access certain statistics on a daily basis. The Client shall comply with any terms and conditions Criteo may issue in relation to access to such account. Statistics are updated with a maximum delay of 48 hours. Any modifications made to an Insertion Order and approved (either by the Client or upon the Client's instruction) – including, but not limited to, budget adjustments or pausing a campaign, are solely the Client's responsibility and the Client shall be liable for any costs incurred as a result of modifications. The Client gives permission for Criteo to make such modifications on its behalf in accordance with any specific instructions communicated in writing. Furthermore, the Client is responsible for the use and storage of its personal and confidential password and ID for such account and shall immediately notify Criteo in writing of any loss or involuntary disclosure thereof.

5 – Invoicing and Payment: The Client minimum investment (if applicable) for setting up the Service is defined in the Insertion Order. Criteo retains the right, in its sole discretion, to request prepayment from a Client, as specified in the Insertion Order. The Service will be charged on the basis set out in the Insertion Order. For the avoidance of doubt, where charged on a cost per click basis, this shall include all User clicks including unsubscribe clicks (but not clicks on a Client unsubscribe link, if any). The Client will receive monthly invoices from the Criteo Affiliate delivering the Service. The relevant Criteo Affiliate shall be entitled to raise invoices in arrears at any time after the end of the month in which the Service has been delivered. In the event that a number of different Criteo Affiliates deliver Email Ad campaigns, Criteo shall have the right to issue multiple invoices in different currencies as appropriate. Criteo does not guarantee that its charges for the Service will reach any maximum amount payable for the Service or 'budget' as specified in an Insertion Order. Unless specified otherwise in the Country Schedule or Insertion Order, the Client shall pay all amounts due, without set-off, within 30 days from the invoice date. All payments to Criteo shall be made in the currency of the invoice, and are quoted exclusive of any applicable tax which shall be payable at the time and in the manner required by law. Criteo shall be entitled to charge interest and recover costs on overdue amounts as specified or allowed by the relevant law or as set out in the Insertion Order. Any claim on the invoice can only be raised within one month of receipt. Unless stated otherwise in the Insertion Order, all invoices shall be payable solely by the Client.

6 – Intellectual Property: Each party remains sole owner of the intellectual property rights it owned prior to the execution of the Agreement. Criteo is the sole owner of all intellectual property rights in and to the Criteo Technology and Criteo Data. The Client is the sole owner of all intellectual property rights in and to Client Data and the Client Content. The Client authorizes Criteo: (i) to collect, use, analyze and process the Client Data, to combine the Client Data with Criteo Data and Criteo Sourced Data and to perform the Service for the Client; (ii) to use the Client Data to improve the Criteo Technology, the Service and other Criteo products, programs and/or services, including, for example, Criteo's display advertising service with Aggregated Client Data; and (iii) to disclose Client Data if required by law. For the duration of the Agreement, the Client grants Criteo (including Criteo's Affiliates) a worldwide, royalty-free, non-transferable, irrevocable license to use, display, reproduce and



represent the Client Content (including the Client's trademarks and logos): (a) in the Email Ads; and (b) on all documentation promoting the Service. Criteo shall seek prior authorization from the Client for any press release using the Client's name, logos and/or trademarks. The Client shall not modify or attempt to modify the code or otherwise reverse engineer or create derivative works of any aspect of the Criteo Technology except as expressly permitted by applicable law notwithstanding any contractual provision to the contrary. To the extent that the Client owns any intellectual property rights in or to the Identifiers, the Client hereby assigns such rights to Criteo and shall do all such acts (at Criteo's cost) to ensure that such rights fully vest in Criteo (or its designated Affiliate).

7 – Warranties and indemnities:

7.1 Mutual warranties

7.1.1 Each party warrants and represents that (i) it has the right, power and authority to enter into this Agreement and perform its obligations as set out herein (and in respect of any agency entering into this Agreement on behalf of or in respect of an end client, that it has such authority from its client to enter into this Agreement on its behalf or for its benefit. The agency shall ensure that its client is aware of the terms of this Agreement and shall procure that the client enters into such agreement directly with Criteo as Criteo shall require in writing); (ii) any information provided to the other party under the Agreement is true, accurate, complete, not misleading and current; (iii) it will abide by Data Protection Laws at all times and in respect of User consent will apply good market practices; and (iv) it will implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

7.1.2 Each party will notify the other party promptly (and in any case within two working days of becoming aware of a relevant matter) if: (i) it receives a request for information or a complaint from any User regarding an Email Ad sent or a Tag or Cookie placed pursuant to the Agreement; or (ii) if it is required to deal or comply with any assessment, enquiry, notice or investigation by a regulator in relation to any Email Ad sent pursuant to the Agreement (except that Criteo shall only notify the Client if the query, request for information, complaint, enquiry, notice or investigation (“**Query**”) relates to the Client). Each party shall provide the other party with reasonable co-operation and assistance to enable the other party to respond appropriately to such Query. Where the Client responds to a Query relating to any Email Ad, the content of the Client's response shall be subject to Criteo's prior written approval, not to be unreasonably withheld or delayed.

7.2 Criteo warranties - EXCEPT AS SET OUT IN THIS CLAUSE, CRITEO GIVES NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER AND, IN PARTICULAR, BUT WITHOUT LIMITATION, EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT OR THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE CRITEO EMAIL TECHNOLOGY OR ANY SERVICE PROVIDED UNDER THE AGREEMENT. Criteo warrants that: (i) it will perform its obligations under this Agreement using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (ii) save in respect of the Client Content or Client Data, the provision of the Service shall not infringe the intellectual property rights any third party in the Territory; (iii) all Email Ads sent by Criteo shall contain an effective opt-out notice and/or link to enable recipients to opt-out of receiving future email marketing through Criteo Email Technology; and (iv) its agreements with Publishers provide for Publishers' commitment to obtain valid consent from Users to receive marketing email from third parties. Publishers also commit to update their database on a regular basis and promptly in the event of opt-out from receiving promotional emails from third parties.

7.3 Client Warranties

7.3.1 The Client warrants and represents to Criteo that: (i) it has the right to provide the Client Content, Client Data (and User Data) to Criteo for use as part of the Service, without infringing the rights of any third party including, without limitation, intellectual property or privacy rights; (ii) the Client Content, Client Data and User Data (to extent supplied) comply at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any Territory; (iii) the Client Content does not contain any material that is obscene, defamatory or contrary to any applicable law or regulations and does not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (iv) when required, the Client will update every day any opted out users file managed by a third party or by itself in order not to send any emails to these opted out users to be compliant with the relevant regulations and (v) it shall, in accordance with good IT industry practice, not transmit or permit the transmission of any virus to Criteo, whether through the Client Properties, Criteo Technology in any Client Content, Client Data or User Data provided to Criteo or otherwise.

7.3.2 In respect of Registered Users service, the Client warrants and represents that: (i) save in respect of Clear Data Sets provided by the Client in respect of a specific Identifier, the Client shall not provide any 'directly personally identifiable information' or other data or information that would permit direct identification of the User, via its data feed or otherwise,



as such terms are understood under the relevant Data Protection Laws; (ii) Users have not opted out of receiving promotional Email Ads from (or on behalf of) the Client in accordance with Data Protection Laws; (iii) it will send Clear Data Set of Users when requested by Criteo pursuant to clause 3.2.1 only in respect of Users who have consented and have not opted out of receiving direct email marketing or advertising in compliance with Data Protection Laws; (iv) the Clear Data Sets it sends to Criteo shall only consist of data and information that is fully up to date in respect of the relevant Users (and for that purpose, the Client shall regularly update (or 'clean') its database), and (v) it will update every day the opt-out users file managed by a third party or by itself in order not to provide the data related to these opt-out users to Criteo

7.3.3 The Client shall defend, indemnify, and hold Criteo harmless from and against any third-party suit, proceeding, assertions, damages (direct or indirect), cost, liability, and expenses (including court costs and legal fees), suffered or incurred by Criteo or any of its Affiliates (or their agents, representatives, employees or directors) as a result of any breach of this clause 7 or of any claim or allegation which, if true, would be a breach of that clause.

7.3.4 The Client warrants and represents that it has made all such registrations, notifications and/or declarations that are applicable under the relevant Data Protection Laws, including, for example, any notification to the appropriate regulatory authority that it is the data controller of personal data being provided to Criteo for the purposes of the Service. If required by the relevant law, the Client shall inform Users of their rights under such law to access, rectify and delete their personal data and/or to refuse consent to receive Email Ads.

8 – Liability:

8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) SAVE IN RESPECT OF ANY LIABILITY ARISING UNDER ANY OF CLAUSES 7.3.2(II), 7.3.3 OR 7.3.4 AND SAVE IN RESPECT OF THE CLIENT'S LIABILITY TO PAY THE CHARGES UNDER CLAUSE 5, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE IN CONNECTION WITH THE AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES; AND (C) NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF OR CORRUPTION TO DATA, DAMAGE TO REPUTATION OR GOODWILL OR LOSS OF OPPORTUNITY OR CONTRACT.

8.2 Neither party shall have any liability for any failure or delay resulting from any event beyond the reasonable control of that party including, without limitation, fire, flood, storms, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, strike (a "**Force Majeure Event**").

8.3 For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, nothing in this Agreement excludes or limits either party's liability for fraud, gross negligence, death or personal injury caused by negligence or any other matter to the extent such exclusion or limitation would be unlawful.

8.4 Save for the indemnity in clause 7.3 above and save in respect of the Client's liability to pay the charges under clause 5, to the maximum extent permitted by applicable law, in any period of 12 months, each Party's liability under the Agreement, for whatever cause, whether in contract or in tort, or otherwise, will be limited to general/direct money damages and shall not exceed a sum equal to the amount invoiced to the Client and received during the Year in which the claim (or series of connected or related claims) arose.

9 – Privacy: The Client acknowledges and accepts it will include Tags on the Client Properties and on its emails. Any data received by Criteo via said Tags will be used for performing the Services and enhancing the Criteo Technology and/or providing and improving any other Criteo products or services which the Client may be interested in receiving from time to time. Criteo will collect and use such data in accordance with applicable laws and regulations, including but not limited to the Data Protection Laws. Criteo recommends that the Client includes on its Properties and emails a privacy policy that includes a link to the Criteo email privacy policy. The Client undertakes to include on the Client Properties and emails when legally compulsory, appropriate notice and choice mechanisms that comply with relevant laws and regulations. When notices are legally required they should indicate prominently to users (i) that by continuing to browse on the Client Properties or to interact with Emails Ads, they consent to the use of Cookies for the purpose of serving targeted advertising or marketing by email; and (ii) allow users to learn more and object to the Service. Each Email Ad will include compulsory un-subscription links to allow the user to unsubscribe to the Service, to unsubscribe of the Publisher's database and/or of the email ads sent by the Client and/or on its behalf (e.g. for the Registered Users Service or in the US to be compliant with the local regulation) and a link to Criteo's Privacy Policy page that will include information for users on how to disable the Service (and insert an 'opt-out' link).

10 – Term and Termination: The Agreement shall apply as from the Effective Date and, subject to remaining in force for a minimum period as set out in the relevant Insertion Order from such date (the "**Minimum Period**"), shall expire (i) on the 'expiry date' stated in the Insertion Order; or (ii) on the date when the total budget chosen by the Client (and as set out in

the Insertion Order) is exhausted. Without prejudice to any other rights and remedies, either party may terminate the Agreement with immediate effect by written notice to the other party: (a) if the other commits a material breach of any of its obligations under the Agreement and in the case of a remediable breach, fails to remedy it within seven (7) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; (b) on the occurrence of a Force Majeure Event that has continued for a minimum period of two months; (c) if either party is unable to pay its debts, becomes insolvent, goes into liquidation, appoints a receiver or an administrative receiver (or if steps are taken to achieve the same) or any analogous steps or proceedings occur under relevant local law; or (d) if either party compounds with its creditors (or proposes to do the same), other than for the purposes of a solvent reorganization or amalgamation. Criteo may terminate the Agreement on 7 days' written notice if the Client fails to pay any amount due to Criteo under the Agreement after written demand for the same. Expiration or termination (for any reason) of the Agreement shall not affect any accrued rights or liabilities which either party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination. On termination or expiration of the Agreement, Criteo shall be entitled to invoice for any Service performed during the term and the Client shall pay all invoices within 30 days of their date together with any other outstanding sums due and payable. With effect from the expiry of the Minimum Period, either party may terminate this Agreement on 30 (thirty) days' prior written notice to the other.

11 – Confidentiality: Each party undertakes that it will not at any time disclose to any third party, except its directors, employees, professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any confidential information concerning the business or affairs of the other party (including the other party's Affiliates) which is disclosed to it by the other party. If such disclosure is required by law or any legal or regulatory authority, the party required by the authority shall give the other party written notice of such disclosure as soon as possible prior to making the disclosure and upon request, shall assist the other party in obtaining a protective order or other relief.

12 – No Assignment: The Client shall not without Criteo's prior written consent assign at law or in equity, sub-license or deal in any other manner with the Agreement or any rights under the Agreement, or sub-contract any or all of its obligations under the Agreement or purport to do any of the same.

13 – Miscellaneous

- (i) Criteo reserves the right to modify the Terms at any time. The Terms are effective as soon as they are available online at the following link: <http://www.criteo.com/terms-and-conditions/>. They shall automatically apply to each Insertion Order or Insertion Order renewal concluded after the modifications.
- (ii) Unless specified otherwise in the Country Schedule, this Agreement shall be governed by French law and the Parties submit to the exclusive jurisdiction of the courts of Paris in respect of any dispute or matter arising out of or connected with the Agreement.
- (iii) Save as set out in this clause 13, the Agreement may be amended only by a written agreement executed by an authorized representative of each party. The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution or sending of an Insertion Order or to modify the terms of an Insertion Order including its renewal. All notices will be addressed to the contact information set forth in the Insertion Order executed between the Parties.
- (iv) The Client's placing of an Insertion Order implies full acceptance by the Client of the Terms notwithstanding any term to the contrary that may be contained in any of the Client's documentation, in particular in any purchase order. The Terms and each Insertion Order constitute the Agreement. If there is any contradiction between the Terms, the Country Schedule and Insertion Orders, it shall be resolved in the following order of priority: first, the Insertion Orders; second, the Country Schedule; and third, the Terms.
- (v) The Agreement constitutes the complete and entire agreement between the parties and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the parties.
- (vi) Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- (vii) If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall have no effect on the other provisions of the Agreement which shall remain in full force and effect.
- (viii) This Agreement is available in various different language versions. However, in the event of any dispute between different language versions of these Terms the English language version shall prevail.
- (ix) In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- (x) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement



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