

CRITEO DIRECT BIDDER GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions (“**Terms**”), including any schedules, apply to Publisher’s use of the Criteo Service. These Terms are between Publisher and the Criteo entity listed in the applicable Insertion Order (“**Criteo**”) (each a “**Party**” and collectively “**Parties**”).

1. DEFINITIONS.

- 1.1. “**Ad**” means any advertisement that Criteo has the right to display.
- 1.2. “**Criteo Adapter**” means a piece of code provided by Criteo and deployed on the Publisher’s Sites which allows Criteo to be called from a header bidding wrapper/mediator.
- 1.3. “**Criteo Service**” means the service which provides Publisher with the opportunity for Criteo to buy Publisher’s advertising inventory.
- 1.4. “**Criteo Technology**” means Criteo’s proprietary technology that allows Criteo to serve relevant Ads to users (based on their online browsing behavior).
- 1.5. “**Publisher**” means the individual or entity using the Criteo Service (and/or any individual, entity or successor entity, agency or network acting on its behalf).
- 1.6. “**Site**” or “**Sites**” means the website(s), Internet-enabled applications, and other online environments that Publisher owns or is legally authorized to operate and on which Publisher has been authorized by Criteo to install Criteo ad tags or similar technology.

2. CRITEO SERVICE.

- 2.1. Implementation. Publisher shall comply with the technical requirements and/or specifications provided by Criteo for the purpose of setting up the Criteo Service, which may involve including the Criteo Adapter, product script, tags, and other software code supplied by Criteo on the Sites, in its ad server, or in its wrapper or tag management system. Criteo reserves the right to approve Publisher’s implementation of the technical requirements and/or specification prior to Publisher’s use of the Criteo Service. Publisher shall be solely liable for performing these operations. For avoidance of doubt, Criteo shall have no liability to pay Publisher for any Ads improperly served as a result of Publisher’s failure to properly implement Criteo’s technical requirements and/or specifications.
- 2.2. Advertising Inventory. Criteo may monetize Publisher’s advertising inventory directly and through its third party partners. Publisher acknowledges and agrees that Criteo may request Publisher to cease sending certain advertising inventory or ad sizes at any time. If the Sites are owned or controlled in whole or in part by any third party, then without prejudice to the Publisher’s obligations under these Terms, the Publisher shall procure that such third parties comply with these Terms as if such third parties were the Publisher, and the Publisher shall be liable for any breach of the Terms by such third parties, as if such breaches were breaches of the Publisher.
- 2.3. Transparency. Publisher shall provide Criteo with access to its ad server for an initial ad server assessment and additional access to its ad server upon request. Publisher shall provide Criteo with its ad server’s line item setup in the format set forth in Annex 1.
- 2.4. Criteo Adapter. Criteo Adapter may only be used by Publisher on Publisher’s Sites and cannot be shared with any third party or used on any third-party websites without Criteo’s written approval.
- 2.5. License Grant. Publisher agrees to use, and Criteo agrees to make available, the Criteo Service, subject to Publisher’s continued compliance with these Terms. Criteo grants Publisher a limited, non-transferable, non-exclusive license to use the Criteo Service solely as necessary to perform its obligations hereunder, subject to these Terms and only for the duration of the Terms. Criteo and its licensors reserve all rights not expressly granted to Publisher. Criteo reserves the right to rescind Publisher’s license to the Criteo Service at any time in its sole discretion. By using the Criteo Service, Publisher authorizes Criteo to serve Ads on the Sites.
- 2.6. Intellectual Property. Neither Party shall acquire any right, title, or interest to the other’s intellectual property as a result of the use of the Criteo Service. Neither Party will use the other’s name, trademarks or logos in any press release, on its website, or in its promotional materials without the prior written consent of the other Party.
- 2.7. Prohibited Content. Publisher shall not include any content in its Site(s) that includes indecent material, obscene, adult or pornographic material, hate speech, defamatory material, subject matter that is highly objectionable, material that promotes or allows download of software viruses or other malware, counterfeit or infringing products or content, fraudulent or intentionally misleading material, tobacco products, firearms and ammunition, prescription drugs, content directed at children under the age of sixteen, any material that is itself illegal or which improperly references illegal activities, or any other material prohibited by Criteo’s guidelines found here: <http://www.criteo.com/advertising-guidelines/>, and any other any other content guidelines, placement restrictions or editorial policies set forth in writing by Criteo (“**Prohibited Content**”). Criteo shall use commercially reasonable efforts to not display or deliver Ads that contain Prohibited Content to users of the Sites. Should there be any material change to the list of Prohibited Content, Criteo shall communicate these changes to Publisher.

3. PRICING - PAYMENTS.

- 3.1. Criteo measures, through its servers, the number of delivered impressions and/or other indicators necessary for calculating the charges (“**Criteo’s Statistics**”). The Criteo Statistics are available to Publisher within the online console provided by Criteo. Criteo will pay Publisher a fee equal to Criteo’s bid for each Ad displayed, as calculated solely on the basis of Criteo’s Statistics (“**Publisher Earnings**”). Publisher acknowledges and agrees that Criteo shall have no obligation to purchase any advertising inventory from Publisher.
- 3.2. Publisher shall issue a monthly invoice to Criteo at the address set forth in the IO, detailing the Publisher Earnings for the previous month. For the avoidance of doubt, for the purpose of invoicing, Publisher shall use only the Criteo Statistics in order to determine the Publisher Earnings. Unless stated otherwise on the IO, Criteo shall pay any undisputed fees within sixty (60) days after the date of invoice in the currency listed on the IO, which shall include any applicable VAT. Publisher agrees to pay or to bear the costs of all applicable taxes and charges imposed by any government entity in connection with the Criteo Service, including without limitation taxes and charges related to Publisher’s receipt of all Publisher fee. Criteo shall

have no liability to pay for any advertising inventory purchased by Criteo as a result of fraudulent activity by Publisher or a third party. Notwithstanding the foregoing, in the event Publisher operates in multiple jurisdictions, Criteo may appoint another Criteo entity to which the Publisher will issue its invoices. The details of the billing contact are referred to in the IO.

4. TERMINATION.

Either party may terminate these Terms at any time and for any reason, upon written notice to the other party.

5. CONFIDENTIALITY.

5.1. Scope. "Confidential Information" means all nonpublic information disclosed by or for a Party in relation to these Terms, including any communications related to the Criteo Service; any Criteo software, technology, programming, specifications, materials, guidelines and documentation relating to the Criteo Service including ad tag code; and any information that a reasonable person familiar with the Internet and online advertising would consider proprietary and confidential. Confidential Information does not include any information the receiving Party can demonstrate (through competent evidence) is (a) already known by it without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any confidentiality obligation, (c) generally available to the public without breach of these Terms or (d) independently developed by it without reliance on such Confidential Information. Notwithstanding anything to the contrary, the parties agree that Criteo may disclose to its advertiser-clients (i) the fact that Publisher is a source of inventory, and (ii) domain-level statistics concerning Criteo's buying activities on the Sites.

5.2. Confidentiality. Except for the specific rights granted by these Terms, the receiving Party shall not access, use or disclose any of the disclosing Party's Confidential Information, and shall protect the disclosing Party's Confidential Information using at least the standard of care used to protect its own Confidential Information, but not less than reasonable care. The receiving Party shall ensure that its employees and contractors with access to such Confidential Information (a) have a need to know for the purposes of these Terms and (b) have agreed to restrictions at least as protective of the disclosing Party's Confidential Information as these Terms. Each Party shall be responsible for any breach of confidentiality by its employees and contractors. Neither Party may disclose the terms of these Terms without the prior consent of the other Party.

5.3. Compelled Disclosure. A Party may disclose Confidential Information to comply with a court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the receiving Party shall use reasonable efforts to: (a) promptly notify the disclosing Party in writing of such requirement to disclose; (b) cooperate with the disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order; and (c) otherwise limit the disclosure to the greatest extent possible under the circumstances.

6. PROHIBITED ACTIONS.

Publisher shall not, directly or indirectly:

6.1. use in connection with any Ads any URL re-directions, framing techniques, pop-up windows, new consoles or other items or techniques that would alter the appearance, presentation or functionality of any advertiser's web site from that seen by users hand-entering the applicable URL into their browser;

6.2. license, sell, assign, distribute or otherwise commercially exploit or make available to any third party the Criteo Service, including Ads derived from the Criteo Service;

6.3. generate impressions or clicks on pages containing Ads through any fraudulent means including automated requests;

6.4. include Ads in any locations other than the Sites;

6.5. include Ad in a browser window generated by an adware, spyware or P2P application;

6.6. modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Criteo Service, Criteo Adapter, Criteo ad tags, Criteo's other software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Criteo Service or proprietary information related thereto;

6.7. integrate any websites containing software viruses, worms, Trojan horses or other harmful computer code into the Criteo Service or otherwise interfere with or disrupt the integrity or performance of the Criteo Service;

6.8. include any Ads (or buy any inventory on Criteo's behalf) on any third-party ad exchanges, including but not limited to, Google AdX, The Rubicon Project, Pubmatic, Improve Digital, Appnexus, OpenX, Index Exchange, ContextWeb, Yahoo Ad Exchange, YieldOne, MicroAd, Adconductor, Cox, Adscale, Lijit, YieldLab, Specific Media, and Yandex;

6.9. modify or share with third parties Criteo's bids for impressions; or

6.10. store or use any information collected as a result of Criteo's bids or bidding behavior to analyze Criteo's bidding methodology, strategy, margins, or algorithms, or attempt to derive any understanding or information regarding Criteo's business.

7. PRIVACY & DATA.

7.1. Privacy Policy. Publisher shall include on its Sites, at all times it is using the Criteo Service (i) a comprehensive, easily accessible, and up to date privacy policy that complies with all applicable laws and regulations and informs its users that third party cookies may be placed on its Sites, specifying the purpose of these cookies (e.g., re-targeting) and specifying the type of data collected on the Publisher's Site; and (ii) when legally compulsory, Publisher shall include on its Sites appropriate notice, consent and choice mechanisms that comply with relevant laws and regulations.

7.2. Data. Publisher agrees that Criteo may collect, access and use non-identifying data to improve the Criteo Service and other Criteo products, programs and/or services. This non-identifying data may include on-site user behavior and user/page content data, URLs, statistics or internal search queries. The non-identifying data are collected through the Ad Unit call and stored with a Criteo cookie for a maximum period of 13 months.

8. WARRANTIES AND REPRESENTATIONS.

8.1. **Warranties.** Each Party represents and warrants that: (a) it has the right, power and authority to enter into this agreement and perform its obligations as set out herein; (b) the execution, delivery and performance of these Terms does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a Party or by which it may be bound; (c) all information provided to the other Party under this Agreement is truthful and accurate; and (d) it will comply with all applicable data protection or privacy laws. Criteo further represents and warrants that 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. Publisher further represents and warrants that: (i) it and the Sites are in compliance with all applicable federal, state, and local laws, rules, and regulations, marketing or self-regulatory codes; (ii) it has all necessary rights, consents, and licenses to publish the content on its Sites; (iii) the Sites do not display, reference, link to, or endorse Prohibited Content or infringe the intellectual property rights of any third party; (iv) the Site(s) is not directed to children under the age of 16 and Publisher does not, directly or indirectly, collect information from users known by Publisher to be under the age of 16; and (v) Publisher owns or is legally authorized to operate the Sites.

8.2. **Disclaimers.** EXCEPT FOR ANY EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THESE TERMS, CRITEO HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CRITEO SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CRITEO DOES NOT WARRANT THAT THE CRITEO SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE AND IT IS POSSIBLE THAT THE CRITEO SERVICE MAY BE INACCESSIBLE, UNAVAILABLE, OR INOPERABLE FROM TIME TO TIME. CRITEO MAKES NO REPRESENTATION OR WARRANTY ABOUT THE RESULT PUBLISHER WILL OBTAIN THROUGH THE CRITEO SERVICE INCLUDING THE LEVEL OF ADS SERVED OR CLICKS ON ANY AD OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS AND/OR CLICKS UNDER THESE TERMS.

9. INDEMNIFICATION.

9.1. **By Criteo.** Criteo agrees to hold harmless, indemnify, and defend Publisher against any third party claim to the extent caused by the infringement of any patent, copyright, or trademark by the Criteo Technology. In no event will Criteo have any liability under this section for any claims arising from (i) Publisher or third party content; (ii) unauthorized modifications made to the Criteo Service; or (iii) the negligence or willful misconduct of Publisher. Criteo's obligations under this Section 9 will be Criteo's sole liability and Publisher's sole remedy for any claims that the Criteo Service infringes or misappropriates any intellectual property right.

9.2. **By Publisher.** Publisher agrees to indemnify and hold harmless Criteo, its agents, affiliates, subsidiaries, directors, officers, and employees against any third -party claims, arising out of or related to from any breach or alleged breach by Publisher of Section 6 or its warranties as set forth in Section 8.

9.3. **Procedure.** Any claim for indemnification subject to Section 9.1 or 9.2 requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim, but shall not make any settlement without the indemnified party's written consent (not to be unreasonably delayed, conditioned or withheld).

10. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S LIABILITY UNDER THESE TERMS FOR ANY CLAIM OR RELATED GROUP OF CLAIMS, FOR WHATEVER CAUSE; WHETHER IN AN ACTION, IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY PAID TO PUBLISHER BY CRITEO UNDER THESE DURING THE IMMEDIATELY PRECEDING 12 MONTHS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY, INDEMNIFICATION (AS PROVIDED IN SECTION 9), OR OTHER MATTER TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. COMPLIANCE.

Each party warrants that it (including its affiliates, officers, directors, employees, and agents) is in compliance with all applicable laws administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the European Union, or any other applicable sanctions authority against designated countries, entities and persons (collectively, "**Embargoed Targets**"). Each Party represents that it is not an Embargoed Target or otherwise subject to any economic sanctions law, and that it is in compliance with all applicable anti-bribery, anti-corruption laws, anti-terrorist financing legislation, and anti-money laundering laws.

12. MISCELLANEOUS.

12.1. **Entire Agreement; No Oral Modifications.** These Terms constitute the entire agreement of the Parties with respect to the subject matter thereof and supersede all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter.

12.2. **Governing Law.** These Terms shall be governed by the law as set out in the applicable IO, without regard to its conflicts of laws principles, and the parties submit to the exclusive jurisdiction of the courts set out in the applicable IO in respect of any dispute or matter arising out of or connected with these Terms. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. A Party's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12.3. **Notices.** Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by hand delivery.

12.4. Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under these Terms (except payment obligations) due to any cause beyond its reasonable control, including for example, natural disaster, act of war or terrorism, riot, governmental action, or Internet disturbance the affected Party shall give written notice thereof to the other Party and its performance shall be extended, provided that either party may terminate these Terms due to a Force Majeure Event lasting for more than thirty (30) days.

12.5. Survival. Provisions of these Terms relating to confidentiality and any other provisions which by their nature should survive termination or expiration of these Terms, shall so survive.

12.6. No Assignment. These Terms and the rights and obligations hereunder may not be assigned, in whole or in part, by Publisher. These Terms shall be binding upon, and inure to the benefit of the Parties hereto and their successors, representatives and permitted assigns.

12.7. Independent Contractors. The parties shall be independent contractors under these Terms, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both parties as joint venturers or partners for any purpose.

ANNEX 1

Ad Server Line Item Setup	Currency	Priority	Granularity	# of line Items
ex. 0.01 to 2.0	USD	8	0.1	20