

These Terms and Conditions and Country Schedule (“**Terms**”) are between Criteo and the Client and apply to the provision of the Criteo Retail Media Service. Criteo S.A. enters these Terms on behalf of Criteo (as defined below).

### **1-Definitions and Interpretation**

<b>Agreement</b>	means these Terms and associated Insertion Order placed by the Client or on the Client's behalf.
<b>Client</b>	means the client specified in the Insertion Order.
<b>Client Content</b>	means images, graphics, text, data, links or other creative elements supplied by the Client (or any person on its behalf) to Criteo or to a publisher on the Criteo Network which is included in, or used to deliver, any Product Ad, together with any content or materials on any interactive site linked to any Product Ad.
<b>Criteo</b>	means the Criteo affiliate that is responsible for providing the Service, as specified in the Country Schedule.
<b>Criteo Data</b>	means data related to the Criteo ad serving activity such as the number of ads displayed to users, click rates and other performance metrics.
<b>Criteo Network</b>	means a network of publishers on supported interactive properties administered at the sole discretion of Criteo for the display of Product Ads.
<b>Criteo Service or Service</b>	means the creation, marketing, display of Product Ads on the Criteo Network by Criteo.
<b>Criteo Technology</b>	means Criteo's performance advertising technology allowing it to serve the right ad to the right user at the right time.
<b>Insertion Order</b>	means a Client order for the Service which indicates the duration of the Service, the budget, the price and any other particular condition.
<b>Product Ad</b>	means any advertisement promoting the products of the Client, which will be served or customized by the Criteo Technology, including the ad's images, graphics, text, data, links or other creative elements.
<b>Target Audience</b>	means users on the Criteo Network who will be targeted with relevant performance advertising Product Ads based on the Criteo Technology.

**2-Affiliates and Policies:** When setting up an advertising campaign the Client shall select the Target Audience for the campaign. The Client's selection of Target Audience shall determine in which territory(ies) the Product Ads will be displayed. The Criteo affiliate that will be responsible and liable towards the Client for the provision of the Criteo Service in respect of the campaign(s) shall depend upon the location of incorporation of the Client, or if an agency is signing on Client's behalf, the location of incorporation of the agency (and that Criteo affiliate shall be “Criteo”). The campaign itself may be executed by another or other Criteo entity(ies) depending on the territory(ies) in which the Products Ads will be displayed. For the avoidance of doubt, Criteo S.A. does not provide Services in any territory and shall not in any circumstances be liable in respect of any Services provided by Criteo. Criteo S.A. warrants that it has been given a mandate to enter in the Agreement on behalf of each applicable Criteo affiliate. The Client shall comply at all times with all relevant Criteo policies, including its advertising guidelines, which are available at: <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. Criteo has a Code of Business Conduct and Ethics available on its corporate website.

**3-Product Ad Display:** The Client acknowledges and accepts that the Product Ads are displayed on the Criteo Network and that Criteo has absolute discretion as to where (and how often) the Product Ads will be displayed and how priority is to be



governed between different clients. Criteo will use reasonable endeavours to deliver the Product Ads; however, Criteo does not guarantee delivery and time for the performance of obligations shall not be of the essence of the Agreement. The Client acknowledges that Product Ads may be displayed next to product advertisements of its direct or indirect competitors. Criteo reserves the right to make changes to the Criteo Technology and/or to cease or not commence display of Product Ads without notice or compensation to the Client.

**4-Measurements and Performance Report:** Criteo measures, through its servers, the number of impressions and/or clicks 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, except in the case of manifest error. Criteo grants the Client access to an online interface to access statistics on a daily basis and control its account. Statistics are updated with a maximum delay of 48 hours. Any modifications made 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 modifications on its behalf in accordance with any specific instructions communicated in writing (including, but not limited to key campaign outcomes). Furthermore, the Client is responsible for the use and storage of its personal and confidential password and ID and shall immediately notify Criteo in writing of any loss or involuntary disclosure thereof.

**5-Invoicing and Payment:** Criteo retains the right, in its sole discretion, to request prepayment from a Client, as specified in the Insertion Order. The Criteo Service will be charged on the basis in the Insertion Order and will include the cost of the Criteo Service. The Client will receive monthly invoices from Criteo (or any other Criteo affiliate duly authorized thereto). In the event that there are multiple ad campaigns, Criteo shall provide multiple invoices in different currencies. Criteo does not guarantee that the budget set up in the Insertion Order will be reached. 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 recovery costs on overdue amounts as specified 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 Data. Client is the sole owner of all intellectual property rights in and to the Client Content. For the duration of the Agreement, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Client Content and Client trademarks and logos: (a) on the Criteo Network; and (b) on all documentation promoting the Criteo 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.

**7-Warranties and indemnities:** 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 Technology, the Criteo Network or any Service provided under the Agreement. The Client warrants and represents to Criteo that: (i) it has the right, power and authority to enter into the Agreement and perform its obligations as set out herein; (ii) it has all necessary rights and permissions to offer, sell and/or license such products featured in the Client Content through the Product Ads, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) it has the right to grant the licenses to use the Client Content which are set out in the Agreement and the Client Content complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where Product Ads are displayed; (iv) the Client Content does not contain any material that is obscene, defamatory or contrary to any applicable law or regulations; (v) any information provided under the Agreement is true, accurate, complete and current; and (vi) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by Criteo. If the authorizing party for this Insertion Order is an agency on behalf of the Client, the agency hereby represents and warrants to Criteo that it has full authority to bind the Client to the Terms and that it will ensure that the Client complies with all such terms. 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), incurred as a result of any breach of this clause 7 or of any claim which if true would be a breach of this clause.

**8-Liability:** To the maximum extent permitted by applicable law, neither party shall be liable (whether in contract or in tort, (including negligence or otherwise) for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if said party has been advised of the possibility of such damages. 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, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, or strike (force majeure event). Client acknowledges and accepts that the price paid by Client takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in the Agreement



excludes or limits either party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful. Save for the indemnity in clause 7 above, to the maximum extent permitted by applicable law, each party's liability under the Agreement, for whatever cause, whether in contract or in tort (including negligence), or otherwise, will be limited to general/direct money damages and shall not in aggregate exceed the amount corresponding to the last 6 months invoiced to the Client. The Client shall bear full responsibility for all products or services offered, sold or licensed through the Product Ads.

The Client acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions affecting the charges under the Agreement for fraudulent or improper purposes. Criteo shall have no responsibility or liability to the Client in connection with any third party click fraud or other improper actions that may occur. Notwithstanding the foregoing, Criteo shall work in good faith with Client to investigate and resolve any disputes around any possible fraudulent activity and shall not charge the Client for any impressions, clicks or other actions which it knows to be fraudulent.

**9-Privacy:** Criteo will collect and use the Data collected through the Criteo Service in accordance with applicable laws and regulations, including but not limited to laws governing privacy and data protection.

**10-Term and Termination:** The Agreement shall apply as from the date of the Insertion Order and shall expire (i) on the date stated in the Insertion Order; (ii) on the date when the total budget chosen by the Client (and as set out in the Insertion Order) is exhausted; or (iii) upon five (5) days' written notice to the other party. 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 two (2) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; or (b) on the occurrence of a force majeure event that has continued for a minimum period of two months; (c) in the event that either party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law. 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.

**11-Confidentiality:** Each party undertakes that it will not at any time disclose to any person not explicitly mentioned in the Agreement, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of the 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 where legally permitted 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, the 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) 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 and Insertion Orders, the Insertion Orders shall take precedence in relation to the Criteo Service.
- (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) 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 not affect the other provisions of the Agreement which shall remain in full force and effect.



- (vii) The 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.
- (viii) 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.
- (ix) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.

## Country Schedule

If there is any contradiction between the Terms and this Country Schedule, this Country Schedule shall take precedence.

The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the location of incorporation of the Client, or if an agency is signing on Client's behalf, the location of incorporation of the agency. Said Criteo entity (or any other Criteo affiliate duly authorized thereto) shall provide invoices to Client in accordance with clause 5 and shall bear all related risks and obligations. Said Criteo entity will delegate the execution of the Criteo Service to other Criteo entities depending on the territories in which campaigns will be deployed.

The law that is applicable to the Agreement and the courts that have exclusive jurisdiction in relation to any dispute or matter arising out of or connected with the Agreement shall depend upon the Criteo entity that provides the Criteo Service under the Agreement. Further details are set out in the table below. In addition, additional terms either replace terms in the main Terms or supplement them.

Client's (agency) location of incorporation is: Germany, Austria, Poland, Albania, Algeria, Armenia, Azerbaijan, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Georgia, Greece, Hungary, Israel, Jordan, Kazakhstan, Kyrgyzstan, Liechtenstein, Macedonia, Malta, Moldova, Montenegro, Romania, Serbia, Slovakia, Slovenia, Tajikistan, Ukraine, Uzbekistan
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**The Criteo Service shall be provided by:** Criteo GmbH

**Law governing the Agreement shall be:** German law

**Courts having exclusive jurisdiction of disputes:** Courts of Munich

**Additional or specific provisions that shall apply to the Agreement:**

**8-Limitation of liability:** Criteo is liable without limitation (i) for damages caused by willful misconduct or gross negligence by Criteo, its legal representatives or executive staff and other assistants in performance; (ii) for personal injury, damage to health and death caused intentionally or as a result of gross negligence on the part of Criteo, its legal representatives or assistants in performance, and (iii) for damages caused by the absence of guaranteed characteristics and damages relating to product liability. Criteo is liable for damages resulting from the breach of primary contractual obligations by Criteo, its legal representatives or other assistants in performance; primary contractual obligations are such basic duties which form the essence of the Agreement and which were decisive for the conclusion of the agreement and its performance. If Criteo breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Criteo at the time the respective service was performed. Criteo shall not be liable for breaches of non-primary obligations through simple negligence.

Client's (agency) location of incorporation is: Brazil
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**The Criteo Service shall be provided by:** Criteo do Brasil

**Law governing the Agreement shall be:** Brasilian law

**Courts having exclusive jurisdiction of disputes:** Courts of Sao Paulo

**Additional or specific provisions that shall apply to the Agreement:**

Criteo shall send the Client a monthly invoice ("Nota Fiscal") reflecting the amount owed by the Client to Criteo. The Nota Fiscal sets out the amount due for the service delivered during a calendar month ("Invoicing period"). The Client shall pay the amount set out in the Nota Fiscal on the last working day of the calendar month following the end of the invoicing period (end of a calendar month).

For campaigns running in Brazil, the Nota Fiscal will be quoted in Brazilian Reais and will be raised in Brazilian Reais. Therefore, the Client shall remit the payment in Brazilian Reais to Criteo account.

The amount due by the Client are quoted exclusive of any tax which shall be payable at the time and in the manner required by law. Any claim on the Nota Fiscal can only be raised within one month of receipt.

Client's (agency) location of incorporation is: Australia, New Zealand

**The Criteo Service shall be provided by:** Criteo PTY

**Law governing the Agreement shall be:** Australian law

**Courts having exclusive jurisdiction of disputes:** Courts of Australia

Client's (agency) location of incorporation is: Netherlands, Belgium, Luxembourg

**The Criteo Service shall be provided by:** Criteo B.V.

**Law governing the Agreement shall be:** Dutch law

**Courts having exclusive jurisdiction of disputes:** Courts of Amsterdam

Client's (agency) location of incorporation is: France, Switzerland, Ireland, Andorra, French Polynesia, Monaco, New Caledonia

**The Criteo Service shall be provided by:** Criteo France

**Law governing the Agreement shall be:** French law

**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Client's (agency) location of incorporation is: Italy, San Marino and Holy See

**The Criteo Service shall be provided by:** Criteo SRL

**Law governing the Agreement shall be:** Italian law

**Courts having exclusive jurisdiction of disputes:** Courts of Milan

**Additional or specific provisions that shall apply to the Agreement:**

Pursuant to section 1341, par. 2, of the Italian Civil Code, the Client accepts specifically the following clauses of the Criteo Terms and Conditions: clause 5 (Invoicing and Payment); clause 7 (Warranties and Indemnities); clause 8 (Liability); clause 13(ii) (Jurisdiction).

Client's (agency) location of incorporation is: Spain and Portugal

**The Criteo Service shall be provided by:** Criteo España, S.L

**Law governing the Agreement shall be:** Spanish law

**Courts having exclusive jurisdiction of disputes:** Courts of Madrid

Client's (agency) location of incorporation is: Denmark, Finland, Norway, Sweden, Estonia, Faroe Islands, Greenland, Iceland, Latvia, Lithuania, Svalbard and Jan Mayan

**The Criteo Service shall be provided by:** Criteo Nordics A.B.

**Law governing the Agreement shall be:** French law

**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Client's (agency) location of incorporation is: United Kingdom, Antarctica, Gibraltar, Guernsey, Isle of Man, Jersey
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**The Criteo Service shall be provided by:** Criteo Limited

**Law governing the Agreement shall be:** English law

**Courts having exclusive jurisdiction of disputes:** Courts of London

**Additional or specific provisions that shall apply to the Agreement:**

The following wording in clause 7 "If the authorizing party for this Insertion Order is an agency on behalf of the Client, the agency hereby represents and warrants to Criteo that it has full authority to bind the Client to the Terms and that it will ensure that the Client complies with all such terms" shall be deleted and replaced with the following:

If the Insertion Order is entered into by the media agency specified in the Insertion Order (and not the client specified in the Insertion Order (the "Advertiser")) then for the purposes of the Agreement "Client" shall mean the media agency specified in the Insertion Order, and the Client (contracting as principal) represents and warrants that: (a) it shall procure that the Advertiser complies with all applicable terms in the Agreement; and (b) it has the full authority of the Advertiser to (i) enter into the Agreement, (ii) engage Criteo to provide the Service in respect of the Advertiser's products, and (iii) grant the rights in the Client Content which are specified in the Agreement.

Client's (agency) location of incorporation is: United States
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**The Criteo Service shall be provided by:** Criteo Corp

**Law governing the Agreement shall be:** Laws of New York

**Courts having exclusive jurisdiction of disputes:** Courts of New York County

**Additional or specific provisions that shall apply to the Agreement:**

**Clause 7 shall be amended by adding the following:**

If the authorizing party for this Insertion Order is an agency on behalf of the Client, Criteo agrees to hold agency liable for payments solely to the extent proceeds have cleared from Client to the agency for Product Ads placed in accordance with the Insertion Order. For sums not cleared to agency, Criteo agrees to hold Client solely liable. Criteo understands that Client is agency's disclosed principal and agency, as agent, has no obligations relating to such payments, either joint or several, except as specifically set forth in this section.

The agency agrees to make every reasonable effort to collect and clear payment from Client on a timely basis. If Client proceeds have not cleared for the IO, other advertisers from agency will not be prohibited from advertising with Criteo due to such non-clearance if such advertisers' credit is not in question. Upon request, agency will make available to Criteo written confirmation of the relationship between agency and Client. This confirmation should include, for example, Client's acknowledgment that agency is its agent and is authorized to act on its behalf in connection with the Insertion Order and these Terms. In addition, upon request of Criteo, agency will confirm whether Client has paid to agency in advance funds sufficient to make payments pursuant to the Insertion Order. If agency's credit becomes impaired, Criteo may require payment in advance.

Agency represents and warrants that it has the authority as Client's agent to bind Client to these Terms and each Insertion Order, and that all agency's action related to these Terms and each Insertion Order will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Criteo from and each of its affiliates and representatives from losses resulting from agency's breach of the foregoing sentence.

Advertising campaigns running in: Canada

**The Criteo Service shall be provided by:** Criteo Canada Corp.

**Law governing the Agreement shall be:** Laws of the Province of Ontario and the laws of Canada applicable therein.

**Additional or specific provisions that shall apply to the Agreement:**

Clause 13(vii) shall be amended by inclusion of the following:

"The Parties acknowledge that they have requested that this Agreement be drafted in the English language. *Les parties reconnaissent avoir exigé que ce contrat soit rédigé en langue anglaise.*"

Client's (agency) location of incorporation is: Venezuela, Peru, Ecuador, Dominican Republic, Costa Rica, Uruguay, Panama, Puerto Rico, Guatemala, Bolivia, Paraguay, El Salvador, Jamaica, Honduras, Haiti, Nicaragua, Trinidad and Tobago, Bahamas, Mexico, Argentina, Colombia, Chile

**The Criteo Service shall be provided by:** Criteo Corp

**Law governing the Agreement shall be:** Laws of California

**Courts having exclusive jurisdiction of disputes:** Courts of Santa Clara County

Client's (agency) location of incorporation is: Japan

**The Criteo Service shall be provided by:** Criteo K.K.

**Law governing the Agreement shall be:** Japanese law

**Courts having exclusive jurisdiction of disputes:** Courts of Japan

Client's (agency) location of incorporation is: Singapore, Hong Kong, Malaysia, Thailand, Taiwan, Vietnam Philippines, Indonesia, Lao People's Democratic Republic, Brunei, Myanmar, Cambodia, Bangladesh, Bhutan, Macao, Nepal, Pakistan, Sri Lanka

**The Criteo Service shall be provided by:** Criteo Singapore Pte. Ltd

**Law governing the Agreement shall be:** Singaporean law

**Courts having exclusive jurisdiction of disputes:** Courts of Singapore

Client's (agency) location of incorporation is: Korea

**The Criteo Service shall be provided by:** Criteo Korea

**Law governing the Agreement shall be:** Korean law

**Courts having exclusive jurisdiction of disputes:** Courts of Korea

Client's (agency) location of incorporation is: Russia

**The Criteo Service shall be provided by:** Criteo LLC

**Additional or specific provisions that shall apply to the Agreement:**

The Client acknowledges that a separate Agreement (Insertion Order and Terms and Conditions) will be signed directly with Criteo LLC.

Client's (agency) location of incorporation is: Turkey

**The Criteo Service shall be provided by:** Criteo Reklamcılık Hizmetleri ve Ticaret A.Ş.

**Law governing the Agreement shall be:** Laws of Turkey

**Courts having exclusive jurisdiction of disputes:** Courts of Istanbul

**Additional or specific provisions that shall apply to the Agreement:**

Clause 5 shall be amended by inclusion of the following:

In the event that the Client is a domiciled in Turkey, the following terms shall apply: (i) in relation to a capped Insertion Order, the stamp tax will be declared and paid by Criteo and fifty percent (50%) of the stamp tax will be charged to the Client within 30 days of signature, (ii) in relation to both capped and uncapped Insertion Orders, the maximum duration of said Insertion Order shall be one month which may be extended by the Client giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt).

Client's (agency) location of incorporation is:

United Arab Emirates, Afghanistan, Angola, Bahrain, Botswana, Congo, Cote d'Ivoire, Cameroon, Algeria, Egypt, Ethiopia, Gabon, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Libya, Morocco, Madagascar, Mauritius, Mozambique, Namibia, Nigeria, Oman, Qatar, Rwanda, Saudi Arabia, Senegal, Swaziland, Tunisia, Tanzania, Uganda, Yemen, South Africa, Zambia, Zimbabwe

**The Criteo Service shall be provided by:** Criteo MEA FZ LLC, a limited liability company established in the Dubai Technology, Electronic Commerce and Media Free Zone in accordance with Law Number 1 of 2000 of the Emirate of Dubai. Registered office: GBS Building, 6<sup>th</sup> Floor Al Falak Street Media City P.O. Box 502320 Dubai, U.A.E.

**Law governing the Agreement shall be:** U.A.E. law as applicable in the Emirate of Dubai

**Courts having exclusive jurisdiction of disputes:** U.A.E. courts of the Emirate of Dubai

**Additional or specific provisions that shall apply to the Agreement:**

Clause 6 of the Terms and Conditions shall be replaced as follows: "6 – Intellectual Property: Each Party remains sole owners 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 Data. For the duration of that Agreement, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Client trademarks and logos, and to display, reproduce, represent the Client Content of the Product Ads: (a) on the Criteo Network; (b) on all documentation promoting the Criteo 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.

Client's (agency) location of incorporation is: India

**The Criteo Service shall be provided by:** Criteo India Private Limited. Registered office: The Executive Centre Level 18, One Horizon Center, Golf Course Road DLF Phase-V Sector-43 Gurgaon-1220022 Haryana India

**Law governing the Agreement shall be:** Applicable Indian Laws

**Courts having exclusive jurisdiction of disputes:** New Delhi

**Additional or specific provisions that shall apply to the Agreement:**

**Clause 5 shall be amended by adding the following:**

The stamp duty on all agreements entered into with Criteo and its affiliates for the Indian campaign, as applicable, shall be declared and paid by Criteo, and fifty percent (50%) of the stamp tax will be charged to the client within thirty (30) days of the execution of such agreements.

Where, under provisions of the Indian Income-tax Act, 1961 (as may be amended from time to time and the relevant rules thereunder or any other act governing taxes on Income as may be applicable in force) or a similar law of another country if applicable, the Client is required to deduct or withhold any amount, whether as tax or howsoever called, the Client shall deduct or withhold the specified amount or rate from any amount payable to Criteo. Criteo SA -32 rue blanche, 75009 Paris, France - Tél +33 (0)1 40 40 22 90 - Fax +33 (0)1 44 54 30 89 SA with a share capital of 1 561 772 EUR € - Registration Number: 484 786 249

The Client shall pay over or deal with any amount so deducted or withheld in accordance with the provisions of such applicable law. Where the Client makes any such deduction or withholding, the Client shall provide Criteo with a Certificate for tax withheld (Form 16A or any such other form/ documentation as maybe applicable) or other evidence in respect of such deduction or withholding within such time as applicable. In the event where the Client has withheld any such amount in accordance with the applicable law providing for the deductions but does not provide such certificate or evidence of withholding tax and the Criteo is required to pay such tax, the Client shall reimburse Criteo to the extent it had withheld tax.

Invoice to be issued will be as per the requirements of the applicable law and in a currency as determined by Criteo.

All present and future indirect taxes (including but not limited to service tax and swachh bharat cess) as applicable on the offerings of Criteo shall be charged by Criteo to the Client in addition to the amounts due for provision of its offerings.

**The following dispute resolution provision shall be added to the Agreement:**

All disputes or difference relating to any of the matters set out in the Agreement shall be referred to a sole arbitrator to be jointly appointed by the parties. The seat of the arbitration shall be New Delhi and the venue shall be New Delhi.

**Last updated: 30 July, 2020**