



## TERMS AND CONDITIONS FOR PUBLISHERS – CRITEO RETAIL MEDIA SERVICE

These Criteo Retail Media Terms and Conditions and Country Schedule (“**Terms**”) are between Criteo and Publisher and apply to the provision of the Criteo Service. Criteo SA enters these Terms on behalf of each Criteo affiliate (as defined below). For the avoidance of doubt (i) Criteo SA does not provide the Criteo Service (as defined below) shall not in any circumstances be liable in respect of any services provided by Criteo, and (ii) each Criteo affiliate shall be liable for providing the Service in territories for which it has been allocated responsibility in the Country Schedule but shall not in any circumstances be liable for services provided outside those territories. Criteo SA warrants that it has been given a mandate to enter in the Agreement on behalf of each applicable Criteo affiliate.

### 1- Definitions and Interpretation

<b>Agreement</b>	means these Terms the associated Order(s) Form(s), as well as any Schedule and Exhibits executed by the parties.
<b>Aggregated Publisher Data</b>	means data collected by Criteo for the purpose of providing the Criteo Service for Publisher that can no longer be linked to Publisher, i.e. Publisher Data that does not identify or permit identification of Publisher, the Publisher Site(s) or Publisher Site users.
<b>Criteo</b>	means the Criteo affiliate that is responsible for providing the Criteo 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, impressions, CPC rates, budgets, click rates and other performance metrics) and Aggregated Publisher Data.
<b>Criteo Network</b>	means the network of publisher site(s) on which Product Ads may be displayed by Criteo using Criteo Technology, which includes the Publisher Site(s).
<b>Criteo-Sourced Data</b>	means aggregated data provided by third parties independently of the provision of the Criteo Service to Publisher.
<b>Criteo Technology</b>	means Criteo’s performance advertising technology allowing it to serve the right ad to the right user.
<b>Cross-Device Linking</b>	means the action of associating two or more browsers and/or applications/devices, used, or likely used, by the same user.
<b>Data Protection Laws</b>	<p>means all present and future applicable laws and regulations relating to the processing of personal data and privacy in the relevant jurisdiction, which shall include but not be limited to, for example:</p> <ul style="list-style-type: none"><li>- in respect of the EU: the E-Privacy Directive (Directive 2002/58) and the General Data Protection Regulation (“GDPR”) (Regulation (EU) 2016/679) as well as all applicable data protection national legislations or regulations;</li><li>- in respect of the US: all federal and state legislations relating to privacy and/or information society, including the California Consumer Privacy Act (CCPA), Cal. Civ. Code 1798.100-1798.199, the rules of the Federal Trade Commission, the Children Online Privacy Protection Act (“COPPA”)</li></ul> <p>and in each case the equivalent of any of the foregoing in any relevant jurisdiction together with any statutory modification, revision or re-enactment of the foregoing from time to time.</p>
<b>Order Form</b>	means a Publisher order for the Criteo Services that specifies the Territory, Publisher, Publisher Site(s), Fees, and any other particular condition.
<b>Product Ad</b>	means any advertisement promoting the products of Advertisers, which will be served or customized as the case may be by the Criteo Technology, including the ad’s images, graphics, text, data, links or other creative elements.
<b>Publisher</b>	means the individual or entity using the Criteo Service (and/or any individual, entity or successor entity acting on its behalf) as specified in the Order Form.



- Publisher Content** means images, graphics, text, data, links or other creative elements supplied by Publisher to Criteo for inclusion in Product Ads.
- Publisher Data** means 1) data that Criteo collects through Criteo Tags on the Publisher Site(s) which includes any information that can be attributed to a user via cookies or other technologies that record events related to users' activity on Publisher Site(s) (such as the number of pages viewed, the products the user viewed, user searches), and 2) product catalogue data including the data relating to the products of the Advertisers, traffic data and sales data.
- Publisher Site(s)** 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 authorized Criteo to install Criteo Tags and on which the Product Ads will be displayed, as set forth on the Order Form.
- 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.

**2- Implementation:** Publisher will strictly comply with the technical requirements and specifications provided by Criteo for the purpose of setting up the Criteo Service to enable proper delivery, display, tracking and reporting of Product Ads in connection with the Publisher Site(s). These technical specifications may include the following operations (i) including software code, Tags and cookies supplied by Criteo on the Publisher Site(s) and (ii) supplying Criteo with catalogue files of Publisher's products and other Publisher Content to be displayed in Product Ads. Publisher shall not modify the scripts, code or other programming instructions provided by Criteo without Criteo's prior written authorization. Publisher shall not modify or update the architecture of its Sites in a manner that degrades the visibility of Product Ads as initially agreed upon during the implementation, without the prior approval of Criteo.

**3- Provision of Purchased Services:** Criteo will make the Criteo Services available to Publisher pursuant to the terms and conditions of this Agreement.

**4- Product Ad Display:** Publisher acknowledges and accepts that Criteo displays Product Ads across the Criteo Network and that its advertisers have absolute discretion as to which websites Product Ads will be displayed on the Criteo Network and Criteo has absolute discretion as to how often Product Ads will be displayed on the Publisher Sites(s) and how priority is to be governed between different Criteo advertisers (based on the Criteo Technology). Criteo reserves the right to make changes to the Criteo Technology.

**5- Prohibited Content:** Publisher shall adhere to Criteo's supply partner guidelines found here: <https://www.criteo.com/supply-partner-guidelines/>, and any other any other content guidelines, placement restrictions or editorial policies set forth in writing by Criteo (collectively "Criteo's Guidelines"), which may be updated from time to time by Criteo. Should there be any material change to Criteo's Guidelines, Criteo shall communicate these changes to Publisher.

**6- Measurements and Performance Report:** Criteo measures, through its servers, the number of impressions and/or clicks and/or other metrics necessary for calculating the fees and remittances under the Agreement. Publisher accepts that Criteo's measurements are final and shall prevail over any other measurements, except in the case of manifest error. Criteo grants Publisher access to the RMP in order to access statistics and control its account as may be available via the RMP. Any modifications made by Publisher are solely Publisher's responsibility and Publisher shall be liable for any costs incurred as a result of modifications. Furthermore, Publisher is solely 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.

**7- Prohibited Uses:** Publisher shall not, and shall not authorize or encourage any third party to, directly or indirectly:

- generate impressions for, clicks on, or related to any Product Ad through any automated, deceptive, fraudulent or other invalid means, including, but not limited to, through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests;
- without prejudice to access granted in the Order Form, license, sell, assign, distribute or otherwise commercially exploit or make available to any third party the Criteo Technology, Criteo Tags, or Criteo Service, including Product Ads derived from the Criteo Service;
- include Product Ads in a browser window generated by an adware, spyware or P2P application; or
- modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Criteo Technology, Criteo Service, Criteo Tags, or any other software or documentation of Criteo, 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 or materials related thereto.
- Publisher acknowledges that any attempted use of the Criteo Service in violation of Section 7 of this Agreement is a material breach of this Agreement and may result in the immediate suspension or termination of Publisher's account and other legal remedies being pursued against Publisher.



**8- Invoicing and Payment:** Unless otherwise stated in the Order Form, all invoices are due and payable within (30) days of receipt. To ensure proper payment of amounts due hereunder, each party is responsible for providing and maintaining accurate address and other contact information as well as payment information with the other party. Criteo shall not be liable for any remittance of ad spend on the Criteo Service that in its good faith determination is calculated based on or in connection with: (a) invalid clicks on Product Ads generated by any person, bot, automated program or similar device, including without limitation through any clicks (i) originating from Publisher's IP address(es) or computer(s) under its control, (ii) solicited by payment of money or other consideration, false representation, or request for end users to click on Product Ads, or (iii) a technical error, defect, flaw or fault in a computer program or system; (b) Product Ads delivered to any such end users whose browsers have JavaScript or cookies disabled; (c) clicks related to any promotion offered by Criteo to boost Advertiser participation for which Publisher provided written approval in advance or; (d) clicks co-mingled with a significant number of invalid clicks described in (a) above, or (e) as a result of any breach of the Agreement by Publisher. Criteo reserves the right to withhold anticipated or actual payments of amounts owed by Criteo to Publisher due to any of the foregoing, pending Criteo's reasonable investigation of any of the foregoing. Publisher agrees to pay all applicable taxes and charges imposed by any government entity in connection with Publisher's use of or access to the Criteo Services, including without limitation taxes and charges related to Publisher's receipt of funds from Criteo. Any claim by either party related to a payment of amounts due hereunder must be raised within one month of receipt.

**9- 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. Publisher is the sole owner of all intellectual property rights in and to the Publisher Data. Publisher authorizes Criteo: (i) to collect, use, analyze and process the Publisher Data, to combine the Publisher Data with Criteo Data and Criteo-Sourced Data, and to perform the Criteo Service for Publisher; (ii) to improve the Criteo Technology, Criteo Service and other Criteo products, programs and/or services with Aggregated Publisher Data; and (iii) to disclose Publisher Data if required by law. For the duration of the Agreement, Publisher grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to display, reproduce and represent the Publisher Content in the Product Ads. Publisher grants Criteo (including Criteo affiliates and approved partners) a worldwide, royalty-free, non-transferable license to use and reproduce Publisher trademarks and logos on to promote the services. Neither Party shall make any press release relating to these Terms or the relationship between the Parties without the prior consent of the other Party. Notwithstanding the foregoing, Criteo may disclose to its Advertisers the fact that Publisher and the Publisher Site(s) are part of the Criteo Network and Criteo shall have the right to share certain Publisher-level information concerning Criteo's buying activities through the Criteo Services (such as clicks, conversions and impressions) with the applicable Advertiser whose Product Ads were displayed, so long as such disclosure is in compliance with applicable laws, rules, and regulations.

**10- Warranties and Indemnities:**

a) 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 or any Criteo Service provided under the Agreement. Publisher warrants and represents to Criteo that: (i) it has the right, power and authority to enter into this Agreement and perform its obligations as set out herein; (ii) it has the right to provide the Publisher Content to Criteo for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Publisher Site(s) are owned and controlled exclusively by Publisher; (iv) the Publisher Content, Product Ads and the Publisher Site(s) comply 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; (v) the Publisher Site(s) do not display, reference, link to, or endorse any content that violates the Criteo Guidelines; (vi) it shall not provide any data that directly identifies an individual, via its data feed or otherwise, pursuant to applicable Data Protection Laws; (vii) the Publisher Site(s) are not directed to children under the age of 13 and Publisher does not, directly or indirectly, collect information from users known by Publisher to be under the age of 13, and (viii) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by Criteo. Publisher 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 10 or of any claim which if true would be a breach of this clause.

b) 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 PRODUCT ADS SERVED, CLICKS ON ANY PRODUCT AD, OR CRITEO FEES OR THE TIMING OF DELIVERY OF SUCH IMPRESSIONS AND/OR CLICKS UNDER THESE TERMS.

**11- 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). Publisher acknowledges and accepts that the price paid to Publisher takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in this 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 10 above, to the maximum extent permitted by applicable law, each Parties' 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 the amount paid to Criteo in the last 6 months.

**12- Privacy:** The Parties undertake to comply with their respective obligations under applicable laws and regulations, including but not limited to, laws governing privacy and data protection. Publisher undertakes to include on its properties:

- a privacy policy that includes a link to the Criteo privacy policy ([www.criteo.com/privacy/](http://www.criteo.com/privacy/)) and, when legally required,
- appropriate notice and choice mechanisms that comply with relevant laws and regulations and, where applicable, with the specific requirements of the competent local supervisory authorities.

When applicable laws and regulations require obtaining user consent, Publisher undertakes to:

- clearly inform users that they can give or withhold consent to Criteo dropping cookies (or other tracking technologies), as well as the purposes of these cookies, in particular the purpose of serving personalized advertising, specifying, where applicable, whether the data collected is used for Cross Device Linking purposes;
- allow users to express their choice by a clear positive act as well as to modify it with the same ease and;
- allow users to learn more and object to Criteo's Services.

Publisher must also provide Criteo with proof of such consent upon request so that Criteo can rely on it at any time.

**13- Term and Termination:** The initial term of this Agreement shall begin as of the date of the Order Form and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect for the initial time period specified on the Order Form (the "**Initial Term**"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). 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; or (b) on the occurrence of a force majeure event that has continued for a minimum period of two (2) months; (c) to the extent permitted by applicable law, 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.

**14- Confidentiality:**

a) **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.

b) **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 this Agreement without the prior consent of the other Party.

c) **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.

**15- No Assignment:** Publisher 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.

**16- Compliance:** Each Party warrants that neither it nor any of its affiliates, officers, directors, employees, and agents is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”), the European Union, or any other applicable sanctions authority. Each Party agrees to perform its obligations hereunder in compliance with all embargoes, sanctions and export control regulations of the United States, France, the United Kingdom, and any applicable jurisdiction, as well as with all applicable anti-corruption laws, anti-terrorist financing legislation, and anti-money laundering laws.

**17- Miscellaneous**

- a) 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.
- b) 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 Order Form or to modify the terms of an Order Form including its renewal. All notices will be addressed to the contact information set forth in the Order Form executed between the Parties.
- c) Publisher’s execution of an Order Form implies full acceptance by Publisher of the Terms notwithstanding any term to the contrary that may be contained in any of Publisher’s documentation, in particular in any purchase order. If there is any contradiction between the Terms and Order Form, the Order Form shall take precedence in relation to the Criteo Service.
- d) This Agreement, including any schedules attached hereto, 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.
- e) 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 no effect the other provisions of the Agreement which shall remain in full force an effect.
- f) 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.
- g) 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 timesubsequently.
- h) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.
- i) Any personal data provided by Publisher in relation to employees or representatives will be processed by Criteo in accordance with its corporate privacy policy accessible at <https://www.criteo.com/privacy/corporate-privacy-policy/>. This includes individuals’ right of access, modification and erasure of personal data.



## Country Schedule

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

The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the countries in which the Publisher Site(s) are operated. Said Criteo entity shall be liable for payment of Criteo Fees in accordance with clause 8 and shall bear all related risks and obligations.

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 delivering the Criteo Service. Further details are set out in the table below. In addition, additional terms either replace terms in the main Terms or supplement them.

Site(s) operated in: Germany, Austria, Poland

**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:**

**11-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.

Site(s) operated in: Brazil

**The Criteo Service shall be provided by:** Criteo do Brasil  
**Law governing the Agreement shall be:** Brazilian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Sao Paulo

Site(s) operated in: 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

Site(s) operated in: Netherlands, Belgium, Luxembourg

**The Criteo Service shall be provided by:** Criteo BV  
**Law governing the Agreement shall be:** Dutch law  
**Courts having exclusive jurisdiction of disputes:** Courts of Amsterdam

Site(s) operated in: France, Switzerland, Ireland

**The Criteo Service shall be provided by:** Criteo France SAS  
**Law governing the Agreement shall be:** French law  
**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Site(s) operated in: 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

Site(s) operated in: Denmark, Finland, Norway, Sweden

**The Criteo Service shall be provided by:** Criteo Nordics AB

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

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

Site(s) operated in: Italy

**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 Publisher accepts specifically the following clauses of the Criteo Terms and Conditions: clause 8 (Invoicing and Payment); clause 10 (Warranties and Indemnities); clause 11 (Liability); clause 17(a) (Jurisdiction).

Site(s) operated in: United Kingdom

**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

Site(s) operated in: United States, Mexico, Argentina

**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

Site(s) operated in: 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

“Clause 8 shall be amended by inclusion of the following: In the event that the Publisher is a domiciled in Turkey, the following terms shall apply: (i) in relation to a capped Order Form, the stamp tax will be declared and paid by Criteo and fifty percent (50%) of the stamp tax will be charged to the Publisher within 30 days of signature, (ii) in relation to both capped and uncapped Order Forms, the maximum duration of said Order Form shall be one month which may be extended by the Publisher giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt). In the event that the Publisher is domiciled outside of Turkey, the following terms shall apply: (i) in relation to a capped Order Form, Criteo shall be liable for any stamp tax expenses, (ii) in relation to both capped and uncapped Order Forms, the maximum duration of said Order Form shall be one month which may be extended by the Publisher giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt).

Site(s) operated in: 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, 6th Floor Al Falak Street Media City P.O. Box 502320 Dubai, UAE.

**Law governing the Agreement shall be:** UAE law as applicable in the Emirate of Dubai

**Courts having exclusive jurisdiction of disputes:** UAE courts of the Emirate of Dubai

Additional or specific provisions that shall apply to the Agreement: Clause 9 of the Terms and Conditions shall be replaced as follows: “9 – 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 Criteo Data. Publisher is the sole owner of all intellectual property rights in and to the Publisher Data. Unless prohibited under UAE laws, the Publisher authorizes Criteo: (i) to collect, use, analyze and process the Publisher Data, to combine Publisher Data with Criteo Data and Criteo-Sourced Data and to perform the Criteo Service for the Publisher; (ii) to improve Criteo Technology, Criteo Service and other Criteo products, programs and/or services, including, for example, Criteo's email marketing service, with Aggregated Publisher Data; (iii) to disclose Publisher Data if required by law. For the duration of that Agreement, the Publisher grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Publisher trademarks and logos, and to display, reproduce, represent the Publisher Content of the Banners on all documentation promoting the Criteo Service. Criteo shall seek prior authorization from the Publisher for any press release using the Publisher's name, logos and/or trademarks. The Publisher shall not modify or attempt to modify the code or otherwise reverse engineer or create derivative works of any aspect of the Criteo Technology.

Site(s) operated 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 17(f) shall be amended by inclusion of the following:

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

Advertising campaigns running in: Japan

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

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

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

**Version 1**

**Last updated:** December, 2020