



CRITEO DATA PROTECTION AGREEMENT

PREAMBLE

This Criteo Data Protection Agreement (hereafter the “**DPA**”) supplements the Criteo Umbrella Terms of Service (the “**Terms**”) and the relevant Criteo Specific Terms of Service (the “**STS**”), and is hereby incorporated into the Agreement between Criteo and the Partner for the provision of the relevant Criteo Services.

This DPA describes the protection and security obligations of the Parties with respect to any processing of personal data carried out in connection with the provision of the relevant Criteo Services, including the processing of Service Data if and then solely to the extent that such data contain personal data, in accordance with the requirements of Data Protection Law.

This DPA is organized around the following sections:

- **Section I: Common Terms**
 - Section I applies when Partner has ordered Services from Criteo, regardless of the type of Services ordered.
- **Section II: Joint Controllers Terms**
 - Section II applies when Partner has ordered Services in which Criteo and Partner act as Joint Controllers as set out in the relevant STS (the “**Joint Controller Services**”).
- **Section III: Controller-to-Processor Terms**
 - Section III applies when Partner has ordered Services in which Partner acts as Controller and Criteo acts as a Processor, processing Personal Data on behalf of Partner as set out in the relevant STS (the “**Controller-to-Processor Services**”).

Section I: Common Terms

The provisions of this Section I “Common Terms” always apply when Partner has ordered Services from Criteo, regardless of the type of Services ordered.

1 Definitions

Unless otherwise stated herein, definitions set out in the Terms and the STS apply to this DPA. The additional definitions set out below shall apply to this DPA.

“Consent” means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. Under Section II of this DPA, Criteo and the Partner act as Joint Controllers and under Section III of this DPA, the Partner acts as Controller.

“Data Protection Law” means, to the extent applicable in the relevant jurisdiction(s) for the Services, the GDPR and all laws and regulations, and all legally binding requirements issued by the competent data protection authorities (i) governing the processing and security of information relating to individuals and providing rules for the protection of such individuals' rights and freedoms with regard to the processing of data relating to them, (ii) specifying rules for the protection of privacy in relation to data processing and electronic communications, or (iii) enacting rights for individuals which are enforceable towards organizations with respect to the processing of their personal data, including rights of access, rectification and erasure.

“Data Subject” means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier (e.g., a name, an identification number, location data, an online identifier) or to one or more factors specific to that natural person. For the purpose of this DPA, “Data Subject” refers to the natural persons whose Personal Data is processed as part of the provision of the relevant Criteo Services.



- “GDPR”** Means the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- “Joint Controller”** means a Controller acting jointly with one or several others. Under Section II of this DPA, Criteo and the Partner act as joint controllers.
- “Personal Data”** means any information relating to an identified or identifiable natural person processed in connection with the provision of the relevant Criteo Services.
- “Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- “Processor”** means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller. Under Section II of this DPA, the processors that can be engaged either by Criteo or the Partner are Processors and under Section III of this DPA, Criteo acts as Processor.
- “Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2 Compliance with Law

- 2.1** Each Party shall comply, and shall be able to demonstrate its compliance with its respective obligations under Data Protection Law and in accordance with this DPA.
- 2.2** The Partner specifically acknowledges and agrees that its use of the Joint Controller and Controller-to-Processor Services is compliant with Data Protection Law.

3 Authorizations

- 3.1** A Party shall not disclose Personal Data to the other Party, except where the disclosing Party warrants to the other Party that this disclosure is compliant with Data Protection Laws and that it has complied with any applicable requirement(s) of information, notification to, or of authorization or consent from the relevant public authority(ies) or the relevant Data Subjects, with respect to any Personal Data provided by the disclosing Party to the other Party. Each disclosing Party must retain evidence of compliance with any such requirements for the duration of the Agreement and provide it promptly to the other Party upon request.
- 3.2** Nothing in this DPA shall prohibit or limit Criteo’s rights to implement anonymization of Personal Data processed in connection with the Agreement, and to the extent required under Data Protection Law, Partner hereby authorizes Criteo to implement anonymization techniques in compliance with Data Protection Law. For the sake of clarity, data resulting from effective and compliant anonymization is not subject to this DPA and more generally to Data Protection Law.

4 Cooperation

- 4.1** The Parties shall cooperate to comply with Data Protection Law and to meet their obligations pursuant to this DPA.
- 4.2** The Parties shall keep appropriate documentation on the Processing activities carried out by each of them and on their compliance with Data Protection Law and with this DPA with respect to the Joint Controller and Controller-to-Processor Services.
- 4.3** In the event of an investigation, proceeding, formal request for information or documentation, or any similar event in connection with a data protection authority and in relation to the Joint Controller or Controller-to-Processor Services



or to Personal Data, the Parties shall promptly and adequately deal with enquiries from the other Party that relate to the Processing of Personal Data under the Agreement.

5 Data Protection Officers

5.1 Criteo and the Partner appointed a data protection officer. Criteo's data protection officer may be reached at: dpo@criteo.com. The contact details of the Partner's data protection officer must be communicated to Criteo.

Section II – Joint Controllers Terms

6 Scope of this Section II

6.1 This Section II shall apply only with respect to Processing of Personal Data carried out in the context of the provision by Criteo of the Joint Controller Services ordered by the Partner.

6.2 In accordance with article 26 of the GDPR, the Parties hereby determine their respective responsibilities for compliance with their obligations under GDPR.

7 Obligations of the Parties when acting as Joint Controllers

7.1 When Processing Personal Data as Joint Controllers under Section II of this DPA, each Party agree that it shall:

- (a) Comply with any requirements arising under Data Protection Law and not perform its obligations under this DPA and/or ask the other Joint Controller to perform its obligations in such a way as to cause the other Joint Controller to breach any of its obligations under Data Protection Law;
- (b) Take into account all the data protection principles provided for in the Data Protection Law, including but not limited to the principles of purpose limitation, data minimization, accuracy, storage limitation, security, integrity and confidentiality, transparency and protection of Personal Data by design and by default;
- (c) Maintain a record of the Processing of the Personal Data under its responsibility;
- (d) Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the Processing of the Personal Data that it carries out (including, for the Partner, in relation to the Partner Digital Properties), in particular to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access;
- (e) Take all the measures necessary to address any Personal Data Breach relating to the Personal Data it processes, mitigate its effects, prevent further Personal Data Breach and, when required, notify the competent data protection authority(ies) and the Data Subjects;
- (f) Cooperate to the preparation of the required data protection impact assessments;
- (g) Carry out any assessment, consultation and/or notification to competent data protection authorities or Data Subjects, in relation to the Processing it carries out; and
- (h) Handle any Data Subject's requests and/or complaints it receives, in particular the requests relating to the exercise of their rights under Data Protection Law, including the rights of access, rectification, erasure and objection and the right to withdraw Consent. Where a Party receives a Data Subject's right request in respect of Personal Data processed by the other Party, such receiving Party will direct the Data Subject to the other Party's privacy policy explaining how to exercise his or her right request with such other Party, in order to enable such other Party to reply directly to the Data Subject's request.

8 Criteo's Obligations

8.1 Criteo shall be solely responsible, in accordance with and to the extent required by Data Protection Law for including a link to Criteo's Privacy Policy page (www.criteo.com/privacy) that will include information for Data Subjects on how to disable Criteo Service (and insert an "opt-out" link) in all advertisements served on the Partner Digital Properties.



9 Obligations of the Partner

9.1 Partner shall be solely responsible, in accordance with and to the extent required by Data Protection Law for:

- (a) providing the Data Subjects with all necessary information pursuant to Data Protection Law, including in accordance with Articles 13 and 14 of the GDPR, in respect of the Processing of the Personal Data in relation to the Joint Controller Services;
- (b) providing appropriate notice on Partner's Digital Properties for any relevant Processing of Personal Data by Criteo for the Joint Controller Services, including by providing a link to Criteo's privacy policy (www.criteo.com/privacy);
- (c) collecting and documenting Consent obtained from Data Subjects;
- (d) implementing choice mechanisms to request valid Consent from Data Subjects in compliance with Data Protection Law and, where applicable, with the specific requirements of the competent local supervisory authorities;
- (e) complying with the requirements applicable to the validity period of the Consent collected and request Consent from the Data Subjects once this validity period has expired; and
- (f) providing promptly to Criteo, upon request and at any time, proof that a Data Subject's Consent has been obtained by the Partner.

Section III - Controller-to-Processor Terms

10 Scope of this Section III

10.1 This Section III shall apply only with respect to Processing of Personal Data carried out in the context of Controller-to-Processor Services ordered by the Partner for which Criteo is acting as a Processor, for which the subject-matter, the nature and purpose, the type of Personal Data, categories of Data Subjects and duration of Processing are set out in Appendix 1 "Controller-to-Processor Services - Details of Processing of Personal Data".

11 Obligations of Partner

11.1 The Partner shall be solely responsible to ensure the accuracy, lawfulness and quality of the Personal Data and to ensure that the Processing entrusted to Criteo has an adequate legal basis pursuant to Data Protection Laws.

12 Obligations of Criteo

12.1 **Partner Instructions.** Criteo shall process Personal Data for the relevant Controller-to-Processor Services only on the documented instructions from Partner. Partner may not instruct Criteo to process Personal Data in a manner not compatible with the Agreement and more particularly this DPA. Criteo shall immediately inform Partner if Criteo reasonably believes it is unable to follow Partner's instructions, or if such instructions are not compatible with the STS or more generally with the Agreement.

12.2 **Inaccurate or Outdated Data.** Criteo shall inform Partner if Criteo becomes aware that the Personal Data is inaccurate or has become outdated, and Criteo shall cooperate on request with Partner to erase or rectify such data.

12.3 **Technical and Organizational Measures.** Criteo shall implement appropriate technical and organizational measures to ensure the security of the Personal Data, including protection against a Personal Data Breach. In complying with its obligations under this paragraph, Criteo shall at least implement the technical and organizational measures specified in Appendix 2 "Security Schedule". Partner hereby confirms to Criteo that it considers that Criteo's technical and organizational measures as specified in Appendix 2 "Security Schedule" provide an appropriate level of security. Criteo shall also assist Partner in complying with its obligations under article 32 of the GDPR.

12.4 **Personal Data Breaches.** In the event of a Personal Data Breach relating to Personal Data processed by Criteo, Criteo shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. Criteo shall also notify Partner without undue delay after having become aware of the breach and providing for the time necessary



to provide relevant information, including e.g. a description of the nature of the breach (including, where possible, categories and approximate number of Data Subjects and Personal Data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Criteo shall cooperate with and assist Partner to enable compliance with any request from a competent authority and/or affected Data Subjects, taking into account the nature of Processing and the information available to Criteo.

12.5 Access to Personal Data. Criteo shall grant access to the Personal Data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the Agreement and in accordance with this DPA. It shall ensure that persons authorized to process the Personal Data have committed themselves to one or several confidentiality agreements or are under an appropriate statutory obligation of confidentiality.

13 Data Subjects' Rights. Criteo shall promptly notify the Partner of any request it has received from a Data Subject. Criteo shall not respond to the request itself. Criteo shall reasonably assist the Partner in fulfilling its obligations to respond to Data Subjects' requests to exercise their rights, taking into account the nature of the Processing.

13.1 Data Protection Impact Assessment. Criteo shall assist Partner in complying with any required data protection impact assessment on Partner's request, taking into account the information available to Criteo.

13.2 Sub-Processors. Criteo may engage sub-Processors as set out in Appendix 1 "Controller-to-Processor Services - Details of Processing of Personal Data". Partner authorizes Criteo to engage other sub-Processors to carry out Processing for the relevant Controller-to-Processor Services, in which case Criteo shall inform Partner of any changes concerning the addition or replacement of sub-Processors before such changes are effective so as to give Partner the possibility to object to such changes on reasonable grounds within thirty (30) days from the notification of the change by Criteo to Partner, in which case the Parties will discuss in good faith with a view to find a mutually acceptable solution. If the Parties fail to agree, Criteo may terminate the Agreement in whole, or in part with respect only to the affected Controller-to-Processor Services. When engaging another Processor, Criteo shall enter into an agreement binding on such Processor and setting out the same or more stringent data protection obligations as set out in this DPA, in particular providing sufficient guarantees to implement similar technical and organizational measures.

13.3 Processing Personal Data outside of the Partner's Instructions. Notwithstanding the above, if applicable law or a binding decision from a competent authority requires Criteo to process Personal Data outside of Partner's instructions for the purposes of providing the Controller-to-Processor Services, Criteo shall inform Partner unless otherwise prohibited under applicable law.

13.4 Audit. Partner may request in writing, at reasonable intervals, that Criteo makes available to Partner information regarding Criteo's compliance its obligations pursuant to Section III of this DPA in the form of a copy of Criteo's then most recent third-party audits or certifications.

Partner can request an on-site audit of Criteo' Processing activities described in Section III of this DPA by providing Criteo with reasonable notice. Such on-side audit may only be conducted where (i) the information made available by Criteo as set out above is insufficient, (ii) a security incident has occurred or (iii) such audit is required by Data Protection Law or a competent data protection authority.

The Parties shall agree on the scope, timing and duration of the audit. The audit may not unreasonably interfere with Criteo's activities.

The Partner may only appoint a third-party auditor which is not a competitor of Criteo. Such third-party auditor shall enter into a non-disclosure agreement with Criteo and the Partner before carrying out the audit.

After the on-site audit, the Partner shall promptly share the results of such audit with Criteo.

The Parties shall make available, upon request, to data protection authorities, the information referred to in this clause, including the results of any audits.

Partner shall bear all costs related to audits.



- 13.5 Transfers of Personal Data.** Any transfer of data to a third country or an international organization by Criteo shall be done only on the basis of documented instructions from the Partner in compliance with Chapter V of GDPR. The Partner agrees that where the Criteo engages a sub-Processor in accordance with Clause 13.2 for carrying out specific Processing activities (on behalf of the Partner) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, Criteo and the sub-Processor can ensure compliance with Chapter V of GDPR by using standard contractual clauses adopted by the European Commission in accordance with of Article 46(2) of GDPR, provided the conditions for the use of those standard contractual clauses are met.
- 13.6 Consequences of Termination.** If Partner terminates a Controller-to-Processor Service, or if the Agreement expires or terminates for any reason whatsoever, Criteo shall, at the choice of the Partner, delete all Personal Data processed only for that Controller-to-Processor Service, or return all such Personal Data to Partner. Criteo shall provide certification as applicable that copies of such Personal Data have been deleted, on request in writing from the Partner, without prejudice to any operational backups maintained by Criteo for a reasonable period in accordance with industry standards. In case applicable law prohibit Criteo from deleting the Personal Data, Criteo warrants that it will continue to ensure compliance with this DPA and will only process such Personal Data to the extent and for as long as required by applicable law.



APPENDIX 1: Controller-to-Processor Services- Details of Processing of Personal Data

Category of Data Subjects			
Categories of Data Subjects whose personal data is processed	Partner Digital Properties users (shoppers)	Data Controller employees	Sellers (employees/representatives)
Categories of personal data processed	Identifiers consisting of a series of characters (identifier contained in a cookie or other) provided by Data Controller (when these data are qualified as Personal Data under Data Protection Law)	Name and email addresses of authorized Data Controller employees/representatives	Email addresses of Sellers (to send them reports and notifications)
Sensitive data	N/A		
Nature of the processing	Collecting, hosting, processing to provide the Service, deleting		
Purpose(s) for which the personal data is processed on behalf of the controller	Matching conversions to clicks (in the context of the Ads)	Identity checks (login page) Account administration	
		Emails notification to Sellers	
Duration of the processing	Term of the Agreement		

Partner acknowledges and authorizes Criteo's use of the following entities as processors or as sub-Processors, as applicable, with respect to the relevant Controller-to-Processor Services:

Sub-Processor	Subject matter of the processing	Nature of the processing	Categories of Data Subjects	Categories of personal data processed	Duration of the processing
Amazon Web Services (AWS)	Hosting (data center in Ireland)	Hosting	See above	See above	Term of the Agreement