



CRITEO SPECIFIC TERMS OF SERVICE

These Criteo Specific Terms of Service are incorporated into the Agreement under which Criteo has agreed to provide Criteo Services to Partner. Specific terms described below will be applicable only to the Services selected by Partner.

Capitalized terms used but not defined in the Criteo Specific Terms of Service have the meaning given to them in the Criteo Umbrella Terms of Service.

1 Criteo Commerce Growth Service

1.1 Services Description

This Service enables the configuration and optimization of the digital advertising campaign based on Criteo Technology and Service Data. This can be utilized for media buying capabilities covering acquisition (acquiring new customers) and/or retention (retaining existing customers) advertising objectives. Marketing strategy and associated Criteo set-up can be implemented on a campaign and, as applicable, ad-set level.

Any potential switch between acquisition and retention campaigns during the execution of Criteo Services will not require the signature of an amendment between the Parties.

Service can be made available by Criteo to Partner on different delivery modes: managed-service, self-service, or a combination of both depending on the Partner's monthly average spend in Commerce Growth Service with Criteo over a six (6) month period minimum.

For managed service, each campaign will be ordered by Partner via email to be sent to Criteo's business partner.

1.2 Pricing and payment

Partner can manage its budget directly in the Criteo Platform.

Criteo does not guarantee to meet the budget that is configured in the Criteo Platform or any other target (e.g., target cost of sales).

Partner can choose different bid strategies including driving conversions, driving revenue, or driving visit to control how they generate results.

Partner can select the cost controller either as 1) control by budget to maximize results while spending the full budget, 2) control by target which optimizes for a specific KPI target to drive maximum results or 3) to control by CPC/CPM to manually manage bid to balance costs and results.

Partner can choose budget strategies (daily, monthly or lifetime) and has the option to pace the budget evenly across a week.

1.3 Additional terms

1.3.1. Termination for convenience: Each Party may terminate the Agreement at any time, without penalties or indemnities, by registered letter or email with acknowledged receipt and with five (5) business days prior notice. The suspension or termination of a campaign can be done by the Partner itself via its access to the Criteo Platform or, if requested by the Partner, by the Criteo teams. The prior notice period shall be invoiced to the Partner.

1.3.2. Ads display: Partner acknowledges and accepts that the Ads are displayed on the Criteo Network and that Criteo, or the relevant partner (as the case may be), has absolute discretion as to where and how often the Ads will be displayed and how

priority is to be governed between different partners. In the event Partner notifies Criteo in writing that Ads are being displayed on media that do not comply with the supply partner guidelines, Criteo will promptly remove the Ads from such media.

1.3.3. Privacy: For the purpose of the provision of this Service by Criteo and the application of the Data Protection Agreement ("DPA"), the Service shall be considered as a Joint Controller Service (as defined in the DPA) and the Parties shall comply with the relevant provisions of the DPA (Sections I and II).

2 Criteo Commerce Grid Service (C-Grid)

2.1 Services Description

Partner can submit bid requests for digital advertising units on Digital Properties where an Ad can be displayed ("**Media**") and buyers can submit bids for that Media they wish to buy ("**Media Buyers**") through the operation of a dynamic, real-time exchange whereby Media is sold to Media Buyers whose bids are selected by or on behalf of the Partner and at a price it decides. The Service will be provided via proprietary online trading platform, which forms part of the Criteo Platform (the "**Commerce Grid Platform**").

Partner can also benefit from the optional "**Curation Feature**" to set up and manage packages of curated supply Media at its discretion and corresponding Deal ID's that Partner can enable for sale to one or more Media Buyers and/or combine with third party data (variable CPM) and/or other information with the intention of enhancing the value of the Media and increasing the price that such Media can be sold to Media Buyers.

2.2 Pricing and payment

Criteo will pay Partner the total amount for its Media sold using the Service during the month, including curated Media (if applicable), less any applicable service fees as set out in the Order Form ("**Net Media Revenue**").

Partner shall issue a monthly invoice, based on the information communicated by Criteo, to Criteo at the address set forth in the Order Form, detailing the Net Media Revenue for the previous month.

Criteo reserves the right to withhold payment for Media until it has been paid for such Media itself and/or to offset future invoices from the Partner for amounts previously paid by Criteo to the Partner that were not subsequently paid by a Media Buyer to Criteo and/or which are subsequently claimed back by a Media Buyer in accordance with the Agreement, and in accordance with the data communicated by Criteo to the Partner in relation to that adjustment.

Criteo may request (and the Partner shall repay to Criteo) the respective portion of Media Revenue relating to any Ad impression that is subsequently deemed by Media Buyers to be fraudulent, suspect in quality, or unusable according to such Media Buyers or Criteo's invalid traffic technology ("**Refund-Eligible Deliverables**"). Criteo may request a refund for Refund-Eligible Deliverables and the Partner will deduct such Refund-Eligible Deliverables from the next Partner invoice provided to Criteo at Partner's request. Criteo shall also be entitled to recoup any fee imposed by Media Buyers for inventory quality standards scanning purposes from Partner.

2.3 Additional terms

2.3.1. Termination for convenience: This Agreement shall be for an initial period of twelve (12) months effective as of the date last signed in the applicable Order Form (the "**Initial Term**") after which it shall automatically renew for successive 12-month periods (each a "**Renewal Term**"), provided that either party may terminate this Agreement at any time without cause by giving at least one (1) months' notice in writing to the other Party, or otherwise in accordance with the Agreement.

2.3.2. Liability cap: Each Party's aggregate liability under or in connection with the Agreement shall not exceed the net amount payable by Criteo to the Partner in any rolling six (6) calendar month period ending on the date of which such liability arises.

2.3.3. Media Buyers: Criteo will share information collected through the Ad call with Media Buyers for the purpose of purchasing Media on the Digital Properties and may share reporting with Media Buyers regarding their buying activity on Digital Properties. Criteo will contractually require all Media Buyers: (a) to comply with all applicable privacy laws, rules and regulations; and (b) to ensure that all advertisements provided for placement pursuant to this Agreement comply with all applicable laws and Criteo's advertising guidelines found at <https://www.criteo.com/advertising-guidelines/> or a materially similar policy.

2.3.4. Ads display: Media Buyers may place pixels or cookies on the browsers of users visiting Partner Digital Properties in order to optimize the placement of advertisements on Digital Properties. Partner acknowledges and agrees that Media Buyers shall have no obligation to purchase any advertising inventory from Partner and that Media Buyers may cease to buy certain advertising inventory or Ad sizes from Partner at any time.

2.3.5. Privacy: For the purpose of the provision of this Service by Criteo and the application of the Data Protection Agreement ("**DPA**"), the Service shall be considered as a Joint Controller Service (as defined in the DPA) and the Parties shall comply with the relevant provisions of the DPA (Sections I and II).

2.3.6. Contracting entities, governing law and jurisdiction: The Criteo contracting entity is indicated on the Order Form. The applicable law and exclusive jurisdiction with respect to any dispute or matter arising out of or connected with the Agreement is set forth in the "Criteo contracting entities, governing law and jurisdiction" document depending on the location of the applicable contracting entity.
