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 or any other applicable agreement with the Partner (collectively, the "**Agreement**") and is hereby incorporated into the Agreement between Criteo and the Partner for the provision of the relevant Services.

This DPA describes the data protection and security obligations of the Partner and Criteo SA (RCS 484 786 249), except where the audience selected by the Partner is in the United States of America, in which case this DPA is binding upon the Partner and Criteo Corp., with respect to any Processing of Personal Data carried out in connection with the provision of the relevant Services and described in Criteo's Ads Privacy Notice available at www.criteo.com/privacy, including the Processing of Service Data if and then solely to the extent that such data contains Personal Data, in accordance with the requirements of Data Protection Law.

1 Definitions

Any terms starting with a capital letter undefined in this DPA shall have the meaning ascribed to them in the Agreement.

"Consent"	means any freely given, specific, informed, and unambiguous indication, by a clear affirmative action, of a Data Subject's agreement to the Processing of their Personal Data.
"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. The term includes similar terms as defined under applicable Data Protection Law such as "Business".
"Data Protection Law"	means any and all applicable international, national, federal and state laws and regulations relating to data protection, privacy and Processing of Personal Data, including but not limited to: (a) the General Data Protection Regulation ("EU GDPR"), (b) the ePrivacy Directive and any national law implementing this directive, (c) the UK Data Protection Act ("UK GDPR"), (d) the California Consumer Privacy Act ("CCPA") as amended by the California Privacy Rights Act, (e) any other US state data protection or privacy law, including but not limited to laws in Virginia, Colorado, Connecticut, Utah, Oregon, Texas, Montana, Delaware, Iowa, Nebraska, New Hampshire, New Jersey, Indiana, Kentucky, Maryland, Minnesota, Rhode Island, Tennessee and any future or amended state laws, (f) the Brazilian Lei Geral de Proteção de Dados ("LGPD"), (g) the Japan Act on the Protection of Personal Information ("APPI"); (h) the Korean Personal Information Protection Act ("PIPA"); each as implemented in each relevant jurisdiction, and any amending or replacement legislation (or similar) . Data Protection Law also includes all legally binding requirements issued by Regulatory 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 a natural person who can be identified, directly or indirectly and whose Personal Data is processed as part of the provision of the relevant Services.
"Personal Data"	means any information identifying, relating to, describing, or is capable of being associated with, or can reasonably be linked with, a Data Subject (or household where relevant under applicable Data Protection Law) Processed in connection with the

	provision of the relevant Services. The term includes similar terms as defined under applicable Data Protection Law such as "Personal Information" and "personally identifiable information."
"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.
"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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
"Regulatory Authority"	means the competent public authority(ies) or government agency(ies) responsible for supervising compliance with Data Protection Law, including but not limited to the French CNIL (Criteo's lead supervisory authority), UK Information Commissioner's Office, California Privacy Protection Agency or U.S. state attorneys general.
"Sale"	means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information to a Third Party for monetary or other valuable consideration.
"Sharing"	means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual's Personal Information to a Third Party for cross-context behavioral advertising (as defined by the CCPA), whether or not for monetary or other valuable consideration.
"Third Party"	means the natural or legal person that receives Personal Information from the Business for its own independent purposes, and that is not engaged by the Business as a Service Provider or contractor.

2 Scope and Roles of the Parties

2.1 This DPA applies to Processing of Personal Data carried out in the context of the provision of the Services ordered by the Partner where, for purposes of EU GDPR and UK GDPR, Criteo and the Partner act as independent Controllers, except for the reading/writing of information on devices for which Criteo and the Partner act as joint Controllers. For purposes of the CCPA, Partner acts as a Business and Criteo as a Third Party.

3 Compliance with Law

3.1 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.

3.2 Each Party represents and warrants that (i) it shall not, through any act or omission, put the other Party in violation of the Bulk Data Transfer Rule through the use of Personal Data, (ii) it is not a covered person (as defined by the Bulk Data Transfer Rule) or controlled directly or indirectly by a covered person; or (iii) it is not located in a country of concern (as defined by the Bulk Data Transfer Rule), whether via the presence of an office or personnel, and (iv) it shall ensure that no Personal Data associated with U.S. Data Subjects is transferred to or accessible by, directly or indirectly, a covered person or to a country of concern in a manner that does not maintain full compliance with the Bulk Data Transfer Rule by both Parties. If a Party is a foreign person (as defined by the Bulk Data Transfer Rule) but not a covered person, it shall immediately report any known or suspected violation of the foregoing representations to the other Party and the U.S. Department of Justice, in accordance with 28 C.F.R. § 202.302. Upon written request from a Party, the other Party shall have an authorized officer of such Party sign a certification attesting to compliance with this section and the Bulk Data Transfer Rule. "Bulk Data Transfer Rule" means the "Provisions Pertaining to Preventing Access to U.S. Sensitive

Personal Data and Government-Related Data by Countries of Concern or Covered Persons" (28 CFR Part 202) issued by the U.S. Department of Justice, as modified from time to time, together with all guidance thereto provided by the U.S. Department of Justice and any comparable laws.

4 Authorizations

4.1 A Party shall not disclose Personal Data to the other Party, except where the disclosing Party ensures this disclosure is compliant with Data Protection Law 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.

4.2 Nothing in this DPA shall prohibit or limit Criteo's rights to implement anonymization or de-identification (as defined by Data Protection Law) 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 or de-identification (as defined by the CCPA) is not subject to this DPA. In such event, Criteo shall: (i) take reasonable measures to ensure that the de-identified data cannot be associated with an individual or household; (ii) publicly commits to maintain and use the de-identified data only in a de-identified fashion and not attempt to re-identify the data, unless otherwise permitted by Data Protection Laws; and (iii) contractually obligate any recipients of the de-identified data, including any sub-processors, to comply with the requirements of this Section.

5 Cooperation

5.1 The Parties shall cooperate to comply with Data Protection Law and to meet their obligations pursuant to this DPA.

5.2 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.

5.3 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 Processing of Personal Data as part of the Services the Parties shall promptly and adequately respond to enquiries from the other Party that relate to the Processing of Personal Data under the Agreement.

5.4 In the event of any change to or new Data Protection Law(s), the Parties shall mutually agree upon any reasonably necessary amendments or revisions to this DPA.

6 Data Protection Officers

6.1 Criteo and the Partner each 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 in writing.

7 Obligations of the Parties

7.1 In relation to the Processing activities each Party carries out, each Party agree that it shall:

(a) Comply with any requirements arising under Data Protection Law and not breach any of its obligations under the DPA and/or ask the other Controller to perform its obligations in such a way as to cause the other 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 records 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 Regulatory Authorities and the Data Subjects.

(f) Cooperate in the preparation of the required data protection impact assessments.

(g) Carry out any assessment, consultation and/or notification to the Regulatory Authorities or Data Subjects; and

(h) Handle any Data Subject's requests and/or complaints it receives, in particular 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.

8.2 To the extent that Criteo is a Third Party under the CCPA as part of the performance of the Agreement: (a) Criteo's use of Personal Data is limited to the specific purposes identified in the Agreement and Criteo shall not exceed such specific purposes; (b) Criteo shall comply with applicable obligations and provide the same level of privacy protection as required of a Business pursuant to the CCPA with respect to Personal Data; (c) Criteo grants the Partner the right, upon reasonable notice, to take reasonable and appropriate steps to ensure that Criteo uses Personal Data in a manner consistent with this Agreement and applicable Data Protection Laws, including reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data; and (d) Criteo shall notify the Partner if it determines that it can no longer meet its obligations under applicable Data Protection Laws.

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 under this DPA;

(b) Providing appropriate notice on Partner's Digital Properties for any relevant Processing of Personal Data by Criteo , including by providing a link to Criteo's privacy policy (www.criteo.com/privacy);

(c) Collecting and documenting Consent or opt-out, as applicable, obtained from Data Subjects;

(d) Implementing choice mechanisms to request and obtain valid Consent from Data Subjects or offer valid opt-out mechanisms, as required by and in compliance with Data Protection Law and, where applicable, with the specific requirements of Regulatory Authorities;

(e) Where Partner is required by Data Protection Law to obtain valid Consent prior to the Processing of Personal Data as part of the Services, offer Data Subjects the right to withdraw Consent;

(f) Where Partner is required by Data Protection Law to offer valid opt-out mechanisms prior to the Processing of Personal Data as part of the Services , offering Data Subjects the right to opt-out of the Sale and Sharing of their Personal Data and use of the Personal Data for purposes of cross contextual behavioral advertising;

(g) Request Consent from the Data Subjects once the validity period of this Consent (as provided for under Data Protection Law) has expired;

(h) Where applicable, Partner represents and warrants that each of its third-party advertising technology partners whose advertising space on Digital Properties is made available for sale through Criteo Platform (each a "**Consented Third-party Vendor**") fully complies with the provision of this DPA; and

(i) Providing promptly to Criteo, upon request and at any time, proof that a Data Subject's Consent has been obtained by the Partner.

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