Criteo Premium Partner Agreement

This Premium Partner Agreement ("Agreement") is entered into by Criteo and the Partner identified below. Criteo and Client shall collectively be referred to as the "Parties" or individually as a "Party."

WHEREAS, Criteo provides certain advertising technology products and services;

WHEREAS, Partner desires to purchase products and/or services from Criteo and is willing to assist Criteo in improving Criteo’s products and services in exchange for certain incentives and opportunities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Qualifications to be a Criteo Partner or Premium Partner and obligations**

   1.1. Criteo Partners must: (i) be “certified” in relation to the Criteo Partner program through the Criteo Advertising Academy and have (a) member(s) pass a total of two Certifications of which one is the Criteo Advertising professional certification and one is the Management Center Certification.; (ii) Criteo Premium Partners must have their members pass five Criteo Advertising certification trainings of which one Technical Specialist Certification and one Management Center Certification.; and (iii) legally represent clients (either end-clients running advertising campaigns or media agencies that represent end-clients). The Criteo Partners and Criteo Premium Partners shall complete such certifications within a period of 30 days after the Effective Date. Criteo reserves the right to exclude all Criteo Marketing Service invoices for the purposes of the end-of-year rebate calculation referred to in Section 1 of this Agreement until all such certifications are completed.

   1.2. Partner shall promote and market Criteo’s services and undertakes to act in accordance with sound commercial principles in its relations with third parties and to do nothing that could be prejudicial to Criteo’s commercial interests.

   1.3. Partner shall participate in feedback (including interviews, surveys, etc.) as reasonably requested by Criteo from time to time.

   1.4. Partner shall engage in a platform-first approach, using self-service tools to manage advertiser campaigns autonomously and focused on Criteo’s current standard products and services as available. In the event of limitations due to unavailability of functionality within Criteo’s platforms and tools, Criteo shall offer a partly managed service as appropriate.

   1.5. At all times, Partner shall comply with relevant local laws including any laws, restrictions, practices including those that place an obligation of transparency on Partner in relation to financial benefits. If provision of financial benefits or incentives is not permitted under relevant local law, Partner shall notify Criteo and shall not be entitled to receive such a benefit.

2. **Partner Incentive.**
2.1. “As long as Partner is in compliance with its obligations under Section 1 of this Agreement and the Terms (as defined below), the Premium Partner will receive a financial incentive in the form of an end-of-year rebate set forth in Exhibit A that will be sent out the Partner upon request.”

2.2. The rebate will be detailed on the invoice(s) issued by the Premium Partner in the month of January (H1 Cycle) or July (H2 Cycle) following completion of all requirements of the previous Cycle year (see Exhibit A,) and be paid by Criteo accordingly. For the avoidance of doubt, where the Partner has multiple ad campaigns (and may receive multiple invoices from different Criteo affiliates), the rebate shall be applied in relation to all Criteo Marketing Service invoices issued for the qualifying year, both agency as well as advertiser billed. In the event, this Agreement is signed before the end of a quarter, the rebate will apply retrospectively to the full relevant quarter.

2.3. The Partner expressly accepts that Criteo’s measurements and statistics shall prevail over the Partner’s own measurements for the rebate calculation, unless there is an obvious error.

3. **Term and Termination.**

3.1. The term of this Agreement shall begin on the Effective Date and continue for a period of one year (the “**Term**”), unless terminated in accordance with this Agreement.

3.2. Each Party may terminate this Agreement on written notice to the other Party: (i) with immediate effect if the other Party materially breached a provision of this Agreement and fails to cure such breach within 14 days after receiving written notice of such breach from the non-breaching Party; or (ii) if a force majeure event occurs that has continued for a minimum period of one month; or (iii) at any time for convenience with a one-month notice period.

3.3. Termination of this Agreement does not affect any advertising campaigns that Partner may be running with Criteo.

4. **Miscellaneous**

4.1. In the event, the Parties originally signed a previous agreement (the “**Terms**”), the Parties expressly incorporate all of the terms and conditions set forth in the Terms. If there is any conflict between the Terms and this Agreement, the Agreement shall control.

4.2. This relationship is non-exclusive for both Parties. Neither Party shall be construed as the other’s representative and neither one is implicitly authorized to commit the other to any obligations of third parties. None of the provisions of this Agreement shall be deemed to create an employment or commercial agency relationship between the Parties.

4.3. Criteo reserves the right to modify this Agreement at any time. Criteo shall notify Partner in advance of any update and such updated Agreement will be effective once communicated to Partner.
4.4. The Agreement shall be governed by Spanish law and the parties submit to the exclusive jurisdiction of the courts of Madrid in respect of any dispute or matter arising out of or in connection with the Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their duly authorized representatives to execute the Agreement, as of the last date signed below.

Signature: .................................................................................................................................

An authorized signatory for and on behalf of Criteo

Name: .................................................................................................................................

Title: .................................................................................................................................

Date: .................................................................................................................................

Signature: .................................................................................................................................

An authorized signatory for and on behalf of the Partner

Name: .................................................................................................................................

Title: .................................................................................................................................

Date: .................................................................................................................................
EXHIBIT A

General eligibility criteria and spend level requirements per Partner Level

In order to be eligible for this financial benefit, Partner must reach these requirements:

1. Spend more than 120,000 USD (tax excluded) per calendar year, or local equivalent as calculated by the conversion rate at the time
2. Meet the premium partner certification eligibility requirement of 5 agency partner certifications as set-out in the table below

Eligibility Criteria

<table>
<thead>
<tr>
<th>Level</th>
<th>Revenue ranges</th>
<th>Certifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>&lt; $120 K</td>
<td>2</td>
</tr>
<tr>
<td>Premium</td>
<td>&gt; $120k</td>
<td>5</td>
</tr>
</tbody>
</table>

Upon meeting the above requirements, the Premium Partner will receive an end-of-year rebate which will comprise of two components. (i) a 5% rebate applied to Partner’s total revenue based on current year’s spend level; and (ii) a 10% rebate applied to Partner’s incremental revenue growth in the current year compared to last year’s revenue spend level.

Incentive scheme – for Premium level

<table>
<thead>
<tr>
<th>Rebate</th>
<th>Scope</th>
<th>Payout freq.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5%</td>
<td>Total Revenue (&gt;120K post-signing)</td>
<td>Yearly</td>
</tr>
<tr>
<td>10%</td>
<td>Incremental Growth (&gt;120K compared to previous year)</td>
<td>Yearly</td>
</tr>
</tbody>
</table>

Bi-Annual Rebate Cycles – for Premium level

<table>
<thead>
<tr>
<th>Semester Signed</th>
<th>End of Cycle</th>
<th>Rebate Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H1 Cycle: Q1 &amp; Q2</strong></td>
<td>31st of December</td>
<td>January</td>
</tr>
<tr>
<td><strong>H2 Cycle: Q3 &amp; Q4</strong></td>
<td>31st of June</td>
<td>July</td>
</tr>
</tbody>
</table>
Worked example 1: Agency X at Premium Level

If Agency X reaches more than $120,000 in 2021 and 2022, the rebate is calculated as follows: 5% rebate on total revenue from the start of the quarter in which the agreement is signed, plus 10% on the incremental revenue between 2021 and 2022.

- Agency X has spent $240,000 with Criteo in 2021 and is qualified at Premium Level
- They have completed 6 training modules and certifications and have met the certification eligibility requirement for Premium Partner level
- Agency X signs Premium T&C’s at May 25th 2022 (H1 Cycle: Q2 Signature)
- By December 31st of 2022 Agency X has spent a total of $300,000 USD
  - April to Dec 2022 Agency X has spent a total of $225,000 USD
  - Criteo pays out 5% of $225,000 = $11,250
  - Criteo pays out 10% of $60,000 = $6,000
- Agency X total 2022 rebate pay-out = $11,250 + $6,000 = $17,250

Worked example 2: Agency X moves from Partner up to Premium Level

If prior year revenue is less than $120,000 and current year revenue is above $120,000 (from Partner to Premium status), then rebate equals 15% on revenue above $120,000.

- Agency X has spent $70,000 with Criteo in 2021 and is qualified at Partner Level
- They have completed 2 training modules and certifications at the start of 2022 and will need to complete 3 more trainings to meet the certification eligibility requirement for Premium Partner level
- Agency X signs Premium T&C’s at May 25th 2022 (H1 Cycle: Q2 Signature)
- By Dec 31st of 2022 Agency X has spent a total of $150,000 and is at Premium Level
  - Amount of 2022 revenue above 120K: $30,000
- Criteo pays out 15% of $30,000 = $4,500

Worked example 3: Agency X moves from Premium back to Partner Level

Agency X did not reach $120,000 in 2022, No rebate applicable.

- Agency X has spent $200,000 with Criteo in 2021 and is qualified at Premium Level
- They have completed 6 training modules and certifications at the start of 2022 and will not need to complete more trainings to meet the certification eligibility requirement for Premium Partner level
- Agency X signs Premium T&C’s at May 25th 2022
- By Dec 31st of 2022 Agency X has spent a total of $100,000 and is at Partner Level
- Agency X does NOT reach $120,000 in minimum spend in 2022 – pay-out is $0